

**SAP ARIBA AND FIELDGLASS CLOUD SERVICES
SUPPLEMENTAL TERMS AND CONDITIONS
SAP ARIBA 及 FIELDGLASS CLOUD SERVICES 補充條款與條件**

This Supplement is part of an Agreement for SAP products and services between SAP and Customer and applies to the SAP Ariba and Fieldglass Cloud Services for which Customer is subscribed as set forth herein (the “**Cloud Service**”). Capitalized terms used in this Supplement but not defined herein have the meanings assigned to them in the applicable Order Form or Documentation. Unless an alternate Supplemental Terms and Conditions document is referenced in the applicable Cloud Service Order Form, this Supplement applies to all SAP Ariba and Fieldglass Cloud Services as set forth herein whether or not referred to specifically in this Supplement.

本補充條款係 SAP 與客戶之間就 SAP 產品及服務所訂合約之一部分，適用於客戶依據本文訂閱之 SAP Ariba 及 Fieldglass 雲端服務 (以下簡稱「**雲端服務**」)。本補充條款所使用但未定義之任何大寫用語，應適用相關訂購單或文件賦予之定義。不論本補充條款是否有具體規定，本補充條款均適用於本文規定的 SAP Ariba 及 Fieldglass 雲端服務，除非適用的雲端服務訂購單引用其他替代的補充條款與條件文件。

PART 1 – SUPPLEMENTAL TERMS APPLICABLE TO ARIBA AND FIELDGLASS CLOUD SERVICES

第 1 部分 – 適用於 Ariba 及 Fieldglass 雲端服務的補充條款

1. CONSULTING SERVICES

諮詢服務

Customer’s initial subscription to each Cloud Service includes a standard Consulting Service package for the initial deployment of the Cloud Service, as applicable¹. Such Consulting Service packages are not included with any additional, replacement, or renewal order of a Cloud Service to which Customer is already subscribed unless otherwise provided in the Order Form.

客戶就每項雲端服務的初始訂閱內容，包括雲端服務初始部署之標準諮詢服務套件 (如適用)¹。此類諮詢服務套件，除訂購單另有規定外，不得納入客戶任何已訂閱雲端服務之額外、替換或續約訂單。

Standard Consulting Services for the initial deployment of applicable Cloud Services subscribed to in an Order Form between SAP and Customer referencing this Supplement are described in the deployment descriptions made available online by SAP, or as provided by SAP upon request. SAP provides these deployment services for the period stated in the deployment descriptions or applicable exhibit(s) or, if no period is stated, then for the initial Subscription Term. Any included deployment services, or other Consulting Services included in a Cloud Service Order Form between SAP and Customer referencing this Supplement, shall be deemed part of the Cloud Service for the purposes of the Cloud Service conformity and skill warranty in the GTC. The standard Consulting Service package included in Customer’s initial subscription to each applicable Cloud Services expressly excludes any custom integration services or other custom development effort. Customer may purchase additional Consulting Services beyond the scope identified in the deployment description(s) for the initial deployment subscribed to Cloud Services by entering into a separate mutually agreeable written services order form or statement of work with SAP. Customer will reimburse SAP for all appropriately documented travel and related expenses incurred by SAP in performing any Consulting Services.

客戶已透過引用本補充條款之訂購單，就適用雲端服務之初始部署向 SAP 訂閱標準諮詢服務；關於該諮詢服

¹ The following Cloud Service subscriptions do not include a standard Consulting Service package for the initial deployment of the Cloud Service: SAP Ariba Buying, additional site add on; SAP Ariba Buying and Invoicing, additional site add on; Buyer Membership (open adapter); Invoice Conversion Services; Ariba Network, tax invoicing for Mexico; SAP Ariba Strategic Sourcing, supplemental site add-on; SAP Ariba Procurement, supplemental site add-on; SAP Signature Management by DocuSign; SAP Signature Management by DocuSign, Fieldglass; SAP Fieldglass Contingent Workforce Management, partner edition; SAP Fieldglass Services Procurement, partner edition; SAP Fieldglass Contingent Workforce Management, partner edition (PAYG); SAP Fieldglass Services Procurement, partner edition (PAYG)

¹ 下列雲端服務之訂閱內容不包括雲端服務初始部署之標準諮詢服務套件：SAP Ariba Buying (附加站點 Add On)；SAP Ariba Buying and Invoicing (附加站點 Add On)；買方會員 (開啟介面卡)；發票轉換服務；Ariba Network，墨西哥統一發票開立的 Add-On；SAP Ariba Strategic Sourcing，補充站點 Add-On；SAP Ariba Procurement，補充站點 Add-On；SAP Signature Management (由 DocuSign 開發)；SAP Signature Management (由 DocuSign 開發) 的 SAP Fieldglass 解決方案選項；SAP Fieldglass Contingent Workforce Management (夥伴版)；SAP Fieldglass Services Procurement (夥伴版)；SAP Fieldglass Contingent Workforce Management (夥伴版) (PAYG)；SAP Fieldglass Services Procurement (夥伴版) (PAYG)

務的內容，請見 SAP 提供之線上部署說明，或向 SAP 索取部署說明。SAP 將於部署說明或適用附錄所載期間內提供前開部署服務；若上述文件未載明該期間，則 SAP 將於初始訂閱期間內提供前開部署服務。任何已納入的部署服務，以及 SAP 和客戶間引用本補充條款之訂購單所納入的其他諮詢服務，在 GTC 雲端服務違約及技術保證規定之範圍內，均應視為雲端服務的一部分。在客戶初始訂閱中每一項適用的雲端服務，本文針對其所納入之標準諮詢服務套件，明文排除任何客製化整合服務或是其他客製化開發成果。對於本雲端服務之初始部署，客戶得購買部署說明所載範圍以外的額外諮詢服務，但應與 SAP 另行簽訂一份經雙方同意的書面服務訂購單或工作說明書。針對 SAP 執行任何諮詢服務時所生之所有差旅和相關費用，如經妥適記錄，客戶將予以償還。

2. DATA 資料

Customer may not, and shall ensure its Authorized Users do not, submit the following types of information to the Cloud Service or solicit this information from trading partners: (i) non-public government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, national insurance numbers, driver's license numbers, or personal credit card or banking account numbers), (ii) medical records or health care claim information associated with individuals, including claims for payment or reimbursement for any type of medical care for an individual, (iii) information regulated under the International Traffic in Arms Regulations, (iv) without the express written consent of SAP, technical data restricted under U.S. or German law for export purposes, and (v) data designated as "Sensitive" or "Special Category" or the like requiring extra protective measures under the applicable Data Protection Law (as defined in the Data Processing Agreement). All Customer Data shall be considered Customer Confidential Information, provided, nothing in this Agreement shall restrict SAP from freely using, reproducing, sharing, incorporating, exploiting and/or otherwise commercializing any feedback shared by Customer in any form for any purpose.

客戶不得向雲端服務提交下列類型的資訊，且應確保其授權使用者不為前開行為，亦不應向貿易合作夥伴要求提供下列類型的資訊：(i) 政府提供非公開且與個人相關之識別碼或金融帳戶號碼（例如：美國社會安全號碼、全國性保險號碼、駕照號碼或個人信用卡或銀行帳戶號碼），(ii) 與個人相關的醫療紀錄或健康照護理賠資訊，包括請求各類個人醫療照護的款項支付或返還，(iii) 國際武器交易規則所規範的資訊，(iv) 未經 SAP 明文書面同意，因國家安全或出口之目的而受美國、德國或愛爾蘭法律限制的技術資料，(v) 依適用之資料保護法（如資料保護合約所載）指定為「敏感」或「特殊類別」且需要額外保護措施的資料。所有客戶資料應認為是客戶機密資訊，但針對客戶以任何方式及目的所分享之意見回饋，本協議之一切規定均不限制 SAP 對其進行自由使用、重製、分享、合併、利用，及/或以其他方式進行商業化。

3. AGGREGATED USAGE 彙總使用

Where any Cloud Service is identified or marked in the Order Form as an 'aggregated' Usage Metric Limit over the Subscription Term (or 2 or more years thereof), SAP has agreed to an aggregated Usage Metric for the particular Cloud Service over the initial Subscription Term only. There is no discount, reduction, refund or credit if the Usage Metric Limit is not utilized in any year or over the Subscription Term. For any 12 month renewal, the applicable Usage Metric Limit for the Cloud Service shall be annualized (subject always to excess use as provided in the Order Form) for the Renewal Term, unless otherwise agreed in a signed writing with SAP. The Annualized Usage Metric Limits may be set out in the Order Form as a reference.

如在訂購單中將雲端服務識別或標記為在訂閱期限（或 2 年或更長時間）內採用「彙總」使用度量限制，則 SAP 所同意之特定雲端服務彙總使用度量，僅以初始訂閱期限為限。未於任一年或訂閱期限內運用之使用度量限制，SAP 對此不會提供折扣、扣減、退款或扣抵。針對任何期間為 12 個月之續約，除非與 SAP 另有經簽署之書面約定，否則雲端服務所適用之使用度量限制，應以年化計算（須受訂購單所載之超量使用規限）。以年化計算之使用度量限制，得列於訂購單以供參考。

4. LIMITED AVAILABILITY OF SELECT FEATURES 所選功能之有限可用度

From time to time, subject to the requirements presented by SAP at the time, Customer may elect to participate in a limited availability program enabling use of a new feature for the Cloud Service prior to

general production availability. SAP may elect at its own discretion to remove any limited availability feature from use and/or not release it into the Cloud Service.

依 SAP 當時提供之需求，客戶得於取得一般生產可用度前，隨時選擇參與可使用雲端服務新功能之有限可用度計畫。SAP 得自行選擇移除任何有限可用度功能之使用權和/或不將其發行至雲端服務。

PART 2 – SUPPLEMENTAL TERMS APPLICABLE TO FIELDGLASS CLOUD SERVICES ONLY

第 2 部分 – 僅適用於 Fieldglass 雲端服務之補充條款

1. USAGE METRICS

使用度量

Usage Metrics for the SAP Fieldglass Cloud Services, to the extent referenced in the Order Form, are defined as follows:

在訂購單中引用的範圍內，SAP Fieldglass 雲端服務的使用度量定義如下：

- 1.1. **“Spend”** means the total monetary amount processed by the Cloud Service.
「支出」係指透過雲端服務所處理之總貨幣金額。
- 1.2. **“Monitored Individuals”** means unique individuals being managed by the Cloud Service or who use the reporting console of the Cloud Service. This metric may also be referred to as “Worker Profile”. For purposes of clarity, this Usage Metric is a monthly allotment, unless otherwise specified in the Order Form.
「受監控個人」係指受雲端服務管理或使用本雲端服務報告主控台之特定個人。本度量也可稱為「工作人員設定檔」。基於釐清之目的，除訂購單中另有規定外，使用度量應按月計算。

2. CLOUD SERVICE DESCRIPTION

雲端服務說明

Customer has subscribed to one or more of the Cloud Services described below in an Order Form referencing this Supplement.

客戶已透過引用本補充條款之訂購單訂閱下列所述其中一項至多項雲端服務。

- 2.1. **SAP Fieldglass Contingent Workforce Management.** SAP Fieldglass Contingent Workforce Management provides functionality for the procurement, engagement, and payment of contingent labor (e.g. job postings, approvals, candidate submissions, onboarding, off-boarding, invoices, and worker evaluations).
SAP Fieldglass Contingent Workforce Management • SAP Fieldglass Contingent Workforce Management 提供臨時人員之採購、互動及付款功能 (例如工作刊登、核准、提交候選人、就職、離職、發票及工作人員評估)。
- 2.2. **SAP Fieldglass Assignment Management.** SAP Fieldglass Assignment Management provide functionality to track external resources for assignment to one or multiple projects, collect and process a resource’s time, and allocate time to cost objects to support invoicing.
SAP Fieldglass Assignment Management • 針對分派至一項或多項專案的外部資源，SAP Fieldglass Assignment Management 提供追蹤功能。
- 2.3. **SAP Fieldglass Services Procurement.** SAP Fieldglass Services Procurement provides functionality for the procurement, engagement, and payment of services providers (e.g. project requisitions, vendor responses, on-boarding, off-boarding, invoicing, and project evaluation).
SAP Fieldglass Services Procurement • SAP Fieldglass Services Procurement 提供服務提供者之採購、互動及付款功能 (例如專案請購、供應商回應、上線、離線、開立發票及專案評估)。
- 2.4. **SAP Fieldglass Worker Profile Management.** SAP Fieldglass Worker Profile Management allows Customers to track and manage all non-traditional workers who have no time sheet activity and are not otherwise tied to a job posting or SOW in the Cloud Service for headcount, reporting and onboarding/offboarding tasks.
SAP Fieldglass Worker Profile Management • SAP Fieldglass Worker Profile Management 使客戶得以追蹤及管理所有非傳統型態之工作人員，也就是沒有工時表活動，且在員工人數、報表及就職/離職任務中都未在雲端服務中連結到徵才廣告或工作說明書之人員。

- 2.5. **SAP Fieldglass SOW Worker and Documentation Tracking.** SAP Fieldglass SOW Worker and Documentation Tracking allows Customers to track and manage all nontraditional workers who have no time sheet activity and are not otherwise tied to a job posting or SOW in the Cloud Service for headcount, reporting and onboarding/offboarding and document tracking. It does not provide customers with the ability to track the financial management of services procurement such deliverables, fees, time sheets, expense sheets, or invoices.

SAP Fieldglass SOW Worker and Documentation Tracking。SAP Fieldglass SOW Worker and Documentation Tracking 使客戶得以追蹤及管理所有非傳統型態之工作人員，也就是沒有工時表活動，且在員工人數、報表及就職/離職任務和文件追蹤中，都未在雲端服務中連結到徵才廣告或工作說明書之人員。此並未提供客戶針對服務採購的財務管理 (例如交付項目、費用、工時表、費用表或發票) 進行追蹤之能力。

3. **SUPPORT**

支援

Support for the Cloud Service is provided in accordance with the Support Policy for SAP Cloud Services referenced in the Order Form. The support levels available for SAP Fieldglass are SAP Enterprise Support or Preferred Success. Preferred Care is not available. SAP Fieldglass Enterprise Support (see <https://support.fieldglass.com>) provides support for general questions, system navigation inquiries, general troubleshooting issues and P1 escalation management. In addition, SAP Fieldglass Enterprise Support provides release updates, high level program consultation, standard release notes and general product roadmap updates.

雲端服務之支援，是依據訂購單中所引用 SAP 雲端服務支援政策所提供。針對 SAP Fieldglass 提供之支援層級為 SAP Enterprise Support 或 Preferred Success。未提供 Preferred Care。SAP Fieldglass Enterprise Support (請參閱 <https://support.fieldglass.com>) 針對一般性問題、系統導覽提問、一般性的疑難排解問題及 P1 呈報管理提供支援。此外，SAP Fieldglass Enterprise Support 提供發行更新、高階計畫諮商、標準發行說明及一般產品路徑更新。

4. **SUPPLIER TERMS**

供應商條款

Prior to accessing the Cloud Service, Suppliers will be required to: (i) register through the Cloud Service; (ii) enter an agreement with SAP; and, if applicable, (iii) become enabled, subject to the applicable terms of use, on the regional network designated by SAP for routing documents between Customer and Suppliers. "Supplier" means a worker or agency engaged by Customer through the Cloud Service.

在存取雲端服務之前，供應商必須：(i) 透過雲端服務登記；(ii) 與 SAP 簽署合約，且如適用，(iii) 依據可適用的使用條款，加入 SAP 指定的區域網路，以利客戶及供應商間透過路由傳輸文件。「供應商」係指客戶透過雲端服務所雇用之工作人員或代理商。

PART 3 – SUPPLEMENTAL TERMS APPLICABLE TO ARIBA CLOUD SERVICES ONLY

第 3 部分 – 僅適用於 Ariba 雲端服務之補充條款

1. **ARIBA SOLUTION DESCRIPTION GUIDE**

ARIBA 解決方案說明指南

The technology features included in each SAP Ariba Cloud Service are listed in the SAP Ariba Solution Description Guide (as updated from time to time).

SAP Ariba 解決方案說明指南會列出每項 SAP Ariba 雲端服務所包含的技術功能 (該指南將不定期更新)。

2. **SAP ARIBA PAYABLES**

SAP ARIBA PAYABLES

The SAP Ariba Payables (including the payment, supply chain finance, and discounting services) Cloud Service have regional limitations, may require agreements with third party service providers, and are subject additionally to the SAP Ariba Payables Supplemental Terms and Conditions found here: www.sap.com/agreements-cloud-supplement-ariba-payables (as updated from time to time).

SAP Ariba Payables (包含付款、供應鏈財務與貼現服務) 雲端服務受區域限制，可能須與第三方服務供應商簽

定合約，又額外受限於以下 SAP Ariba Payables 補充條款與條件：www.sap.com/agreements-cloud-supplement-ariba-payables (其內容將不定期更新)。

3. ARIBA USAGE METRICS. ARIBA 使用度量。

USAGE METRICS FOR THE SAP ARIBA CLOUD SERVICES, TO THE EXTENT REFERENCED IN THE ORDER FORM, ARE DEFINED AS FOLLOWS:

在訂購單中引用的範圍內，SAP ARIBA 雲端服務的使用度量定義如下：

- 3.1. **“Document(s)”** mean uniquely identified objects processed by the Cloud Service in a contract year.
「文件」係指雲端服務在契約年度內所處理未經重複指明之物件。
- 3.2. **“Spend”** means the total monetary amount processed by the Cloud Service.
「支出」係指透過雲端服務所處理之總貨幣金額。
 - 3.2.1. For SAP Ariba Spend Analysis, the Usage Metric is Spend and means each twelve (12) month set of accounts payable, travel & expense, and/or purchasing card data from Customer provided to SAP for data enrichment processing through the Cloud Service, including transaction data and data identifying Customer’s suppliers.
針對 SAP Ariba Spend Analysis：使用度量為「支出」，係指客戶提供 SAP 以透過雲端服務進行資料擴充處理之客戶應付帳款、差旅費用及/或採購卡資料，該等資料以十二 (12) 個月為單位彙整，其中包括交易資料和用於識別客戶供應商的資料。
 - 3.2.2. For experience management bundle for supply chain collaboration, the Usage Metric is Spend in blocks of \$10 million USD converted to local currency using SAP standard exchange rates, which will be made available to Customer upon request.
針對供應鏈協同合作的體驗管理組合，使用度量為「支出」，其計量單位為 1 千萬美元，並透過 SAP 標準匯率換算為當地貨幣，該匯率將於客戶要求時予以提供。
 - 3.2.3. For SAP Digital Supplier Network for Supply Chain, the Usage Metric is Spend in blocks of \$250 million USD converted to local currency using SAP standard exchange rates, which will be made available to Customer upon request.
針對供應鏈的 SAP Digital Supplier Network，使用度量為「支出」，其計量單位為 2 億 5 千萬美元，並透過 SAP 標準匯率換算為當地貨幣，該匯率將於客戶要求時予以提供。
- 3.3. **“Supplier”** means a vendor from which Customer acquires goods or services for its own account using the Cloud Service.
「供應商」係指客戶基於自身使用雲端服務之目的而向其取得商品或服務之廠商。
- 3.4. **“Tenant”** means a Customer-specific instance of the Cloud Service.
「租用戶」係指雲端服務之特定客戶執行個體。
- 3.5. **“User”** means individuals authorized to access the Cloud Service, excluding individuals who are only Team Members. The User Usage Metric is not measured as an aggregate number over a Subscription Period but rather as a limit that may not be exceeded at any time during the Subscription Period without being considered an excess usage. **“Team Member”** means an individual who is allowed to access the Cloud Service but is only granted membership in groups associated with “Team Member” permissions for the Cloud Service.²
「使用者」係指獲得授權可存取雲端服務之個人，但不包含僅具團隊成員身分者。「使用者使用度量」並非依據訂購期間內的總數進行計量，而是依據在訂閱期限內都不得超出，否則即為超量使用的限額計量。「團隊成員」係指獲允許得存取雲端服務的個人，但其取得之成員資格，僅限於與「團隊成員」權限相關群組。²

² These permissions are found in the group licensing Reference table in the SAP Ariba *Strategic Sourcing and Supplier Management* portfolios descriptions found in the SAP Ariba Documentation.

² 如要瞭解這些權限，請參閱 SAP Ariba 文件的 SAP Ariba *Strategic Sourcing 與 Supplier Management* 組合說明中有關群組授權的參考表格。

4. ADDITIONAL ARIBA TERMS.

其他 ARIBA 條款。

- 4.1. **Quote Automation.** Customer's use of the Ariba Network and the Ariba Discovery Cloud Service as provisioned by the Quote Automation feature (if available via Customer's subscription) is limited to the use necessary to fully utilize the feature and as further described in the Documentation. In order to utilize the Quote Automation feature, Customer must register on the Ariba Discovery network and accept the Terms of Use (Buyers) – Ariba Discovery in regards to functions of Quote Automation performed on the Ariba Discovery site.

報價自動化。客戶訂閱之報價自動化功能中提供 Ariba Network 與 Ariba Discovery 雲端服務時，客戶對該兩項服務之使用，僅限於充分利用該功能所需之範圍內，及依文件所述內容為之。若要使用報價自動化功能，客戶必須在 Ariba Discovery 網路上註冊，並就 Ariba Discovery 站點上執行之報價自動化功能，同意其相關 Ariba Discovery 使用條款 (買方)。

- 4.2. **Ariba e-Archiving.** Ariba e-Archiving, an optional feature within the SAP Ariba Commerce Automation Cloud Service involves archiving of invoices originating from any one of the supported countries listed in the Documentation (each a "Supported Country") during the specified retention period for such Supported Country ("Mandatory Retention Period") and within Customer's Subscription Term.

Ariba 電子歸檔。Ariba 電子歸檔係 SAP Ariba Commerce Automation 雲端服務中的選用功能，可針對來自文件所列任何一個支援國家 (以下均稱為「支援國家」) 之發票，於該支援國家的指定保留期間 (以下均稱為「強制保留期間」) 及客戶之訂閱期限內，進行歸檔作業。

- 4.3. **SAP Ariba Spot Buy Catalog Cloud Service and Feature.** In utilizing the SAP Ariba Spot Buy Catalog Cloud Service or using the SAP Ariba Spot Buy feature, Customer agrees to participate in the SAP Ariba Spot Buy Program in accordance with the terms for buyers found on the SAP Ariba Spot Buy program Site, as updated from time to time, (currently at <https://connect.ariba.com/AribaSpotBuy>).

SAP Ariba Spot Buy Catalog 雲端服務與功能。若客戶使用 SAP Ariba Spot Buy Catalog 雲端服務或 SAP Ariba Spot Buy 功能，便應同意根據 SAP Ariba Spot Buy 計畫網站之買方條款，參與 SAP Ariba Spot Buy 計畫，相關條款內容將不定期修訂 (該計畫網站目前位於以下網址：<https://connect.ariba.com/AribaSpotBuy>)。

- 4.4. **Supply Chain Collaboration for Buyers Cloud Service ("SCC for Buyers").** During the then-current Subscription Term for SCC for Buyers, SAP shall not charge any Customer suppliers transaction fees or annual membership fees related to Ariba Network Fulfill: Orders and Invoices service on the Ariba Network arising from their relationship or transactions between Customer and such suppliers originating through the SCC for Buyers. Suppliers will still be charged for use of Ariba Discovery if they elect to use that service or other optional services SAP makes available to them.

Supply Chain Collaboration for Buyers 雲端服務 (以下簡稱「SCC for Buyers」)。於 SCC for Buyers 的當時訂閱期間內，SAP 不得因其與客戶供應商之關係，或是類供應商與客戶間之交易，而對客戶供應商收取與 Ariba Network 上之 Ariba Network Fulfill: Orders and Invoices 相關之任何客戶供應商交易費用或會員年費。若供應商選擇使用 Ariba Discovery 或 SAP 提供的其他選購服務，則供應商仍應支付該項服務費用。

- 4.5. **SAP Ariba APIs, extension tools and Integration Software.** Some of the Cloud Services include the ability to use application programming interfaces, integration adapter software, extension capabilities and system authorization codes (together referred to as "APIs") made available by SAP for the creation of applications for integration with the Cloud Services by Customer (a "Customer Application").

SAP Ariba API, 擴充工具與整合軟體。部分雲端服務可讓客戶使用 SAP 提供之應用程式開發介面、整合介面卡軟體、擴充功能和系統授權碼 (以下合稱「API」)，以便其建立可整合雲端服務之應用程式 (以下簡稱「客戶應用程式」)。

- i. Use of APIs is subject to restrictions stated in the Documentation and access to and testing of some APIs utilizes the regional SAP Ariba Developer Portal applicable to the SAP Ariba data center that Customer elects to use (See <https://developer.ariba.com/api>). Customer must accept any separate terms and conditions presented upon download or access to the regional platform to use the portal and APIs.

對 API 之使用，應受文件所載限制之規範；存取或測試部分 API，亦應使用客戶選用之 SAP Ariba 資料中心所適用之區域 SAP Ariba 開發者入口網站 (請參閱以下網址：<https://developer.ariba.com/api>)。客戶下載或存取區域平台時，必須接受所顯示的個別條款與條件，方得使用該入口網站與 API。

- ii. The APIs are SAP proprietary and Confidential Information and may not be modified by Customer.
API 係 SAP 專屬和機密資訊，客戶不得予以修改。
- iii. SAP may require certification, security assurances or other reasonable validation steps regarding the Customer Application(s) developed with the API prior to enabling Customer to utilize such application in a production capacity to exchange information with the Cloud Services.
SAP 得先針對以 API 開發之客戶應用程式，要求相關合理認證、安全保證或其他驗證步驟，再讓客戶於產能中利用該等應用程式來和雲端服務交換資訊。
- iv. Customer is fully responsible for ensuring that the Customer Application remains compatible and interoperable with the Cloud Service and does not unreasonably impair, degrade or reduce the performance or security of the Cloud Service.
客戶應全權負責確保客戶應用程式與雲端服務之相容性與整合性，且不應不合理地削弱、降低或削減雲端服務的效能或安全。
- v. Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party arising from the Customer Application by virtue of its integration with the Cloud Service. Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims. If Customer licensed the Cloud Services in the United Kingdom or is governed by the law of the United Kingdom, this Section v. of this Supplement is replaced in its entirety with the following v:
客戶應為 SAP 抗辯，使之免受任何第三方就客戶應用程式與雲端服務整合，而向 SAP、SAP SE 及其關係企業與分包商提出之主張。就上述索賠，若 SAP、SAP SE 及其關係企業與分包商最終承擔損害賠償金(或客戶達成任何和解金額)，客戶應使 SAP、SAP SE 及其關係企業與分包商免責。倘客戶在英國境內授權雲端服務，或應受英國法律之規範，本補充條款第 v 條即本條，將完全由下列第 v 條取代：
- “v. Customer will defend SAP, any Affiliate of SAP, SAP SE, any Affiliate of SAP SE and any subcontractor of any of the foregoing against any claim brought by a third party in relation to the Customer Application. Customer will indemnify SAP, any Affiliate of SAP, SAP SE, any Affiliate of SAP SE and any subcontractor of any of the foregoing against all damages finally awarded (or the amount of any settlement entered into by any of the same) in relation to any claim brought by a third party related to the Customer Application. SAP shall be entitled to recover losses on behalf of any party afforded protection or indemnity under this section, however, Affiliates of SAP, SAP SE, Affiliates of SAP SE and subcontractors of any of the foregoing shall have the right to directly enforce the provisions of this section v for their own benefit under the Contracts (Rights of Third Parties) Act 1999 (provided there shall be no double recovery of losses permitted).”
- 「v. 客戶應為 SAP、任何 SAP 關係企業、SAP SE、任何 SAP SE 關係企業與上述任何實體的任何分包商抗辯，使其免受第三方就客戶應用程式等相關事由所提出之任何索賠責任。若第三方就客戶應用程式等相關事由提出任何索賠，客戶應對 SAP、任何 SAP 關係企業、SAP SE、任何 SAP SE 關係企業與上述任何實體的任何分包商，賠償最終裁定之所有損害賠償金(或上述任何實體所達成的任何和解金額)。SAP 有權代表任何受有保障之當事人要求恢復損失，或根據此條要求賠償，但 SAP 關係企業、SAP SE、SAP SE 關係企業與上述任何實體的任何分包商，皆應有權依 1999 年契約(第三方權利)法，為其本身利益直接執行本條即第 v 條內容，唯須限於無雙重損害賠償之情形，始得為之。」
- 」
- vi. The System Availability SLA will apply to API's, unless specified otherwise in the Documentation for a specific API.
除非文件針對特定 API 另有說明，否則系統可用性 SLA 適用於 API。
- vii. For the avoidance of doubt, data submitted to the Cloud Services via an API or a data feed from an authorized third-party service that either originates with Customer or is provided subject to an agreement between Customer and a third-party database provider, shall be considered Customer Data under the Agreement.
為免除疑義，資料若由客戶產生，或根據客戶與第三方資料庫供應商之間的合約而提供，獲授權第三方服務透過 API 或資料摘要將該等資料提交至雲端服務時，視為本合約的客戶資料。

- 4.6. **Data-as-a-Service Elements.** The following terms apply to SAP Ariba Spend Analysis Cloud Service, SAP Ariba Contract Management, SAP Ariba Sourcing and SAP Ariba Supplier Risk Cloud Service related to the information provided to Customer by SAP, which may include news articles, supplier corporate information, (“**Database Information**”). All Database Information provided to Customer is proprietary information of SAP or its third-party information providers, may not be relicensed or resold and is subject to further restrictions set forth in the Documentation. The Database Information is provided “as is” without warranty of any kind, including but not limited to warranties as to the accuracy, completeness or timeliness of the Database Information, and SAP advises Customer to independently verify such Database Information. SAP and its providers shall not be liable for any loss arising out of or in any way relating to the Database Information. SAP’s Providers are third party beneficiaries of these terms. SAP and its Providers (i) shall not be liable to Customer for any loss or injury arising out of or in any way relating to the Database Information and (ii) will not be liable for consequential, incidental, special, punitive or other indirect damages.
- Data as a Service 元素。** 下列條款適用於 SAP 針對 SAP Ariba Spend Analysis 雲端服務、SAP Ariba Contract Management、SAP Ariba Sourcing 和 SAP Ariba Supplier Risk 雲端服務相關問題向客戶提交的資訊，其中可能包括新聞文章、供應商公司資訊 (即「**資料庫資訊**」)。向客戶提供之所有資料庫資訊均為 SAP 或其第三方資訊提供者之專屬資訊，不得再授權或轉售，並應受文件所載限制之規範。資料庫資訊是以「原狀」提供，不存在任何類型的保證，包括但不限於有關資料庫資訊準確性、完整性或及時性的保證，且 SAP 建議客戶獨立驗證此資料庫資訊。由資料庫資訊所生或與資料庫資訊有關的任何損失，SAP 及其提供者均不負責。SAP 的供應商為這些條款的第三方受益人。SAP 及其提供商 (i) 不應向客戶負責源於或以任何方式涉及資料庫資訊的任何損失或損害，以及 (ii) 不應對衍生、意外、特殊、懲罰性或其他間接損害負責。
- 4.7. **Optional Add-on Services.** Customer may subscribe to certain optional add-on services or programs, such as “Ariba Network, add-on for buyer-paid supplier fees for orders and invoices” and Ariba Discovery Advantage Block Purchase. If so, any Usage Metrics or terms not stated in this Supplement will be stated in the Order Form or Documentation.
- 選用附加功能服務。** 客戶得訂閱特定之選用附加功能服務或程式，諸如「Ariba Network，適用於買方支付訂單和發票供應商費用的 Add-On」和 Ariba Discovery Advantage Block Purchase。在此情況下，本補充條款未載明的任何使用度量或條款均將明訂於訂購單或說明文件中。
- 4.8. **Data Retention – Ariba Network.** Customer Data processed on the Ariba Network may be retained on the Ariba Network subject to SAP’s policies, provided that SAP Ariba will delete, or render unreadable, the Customer Data stored in the Ariba Network after expiration or termination of Customer’s subscription upon Customer’s written request. Retained data is subject to the confidentiality provisions of the Agreement and the obligations under the Data Processing Agreement.
- 資料保留 – Ariba Network。** 客戶之訂閱到期或終止後，SAP 得依 SAP 政策，將 Ariba Network 上處理的客戶資料保留於 Ariba Network 中，但在客戶提出書面請求時，SAP Ariba 將刪除 Ariba Network 中儲存的客戶資料，或使該資料無法讀取。保留的資料應遵守本合約保密條款與資料處理合約所載之義務。
- 4.9. **Processing Services for Payment and Supply Chain Finance.**
- 付款與供應鏈財務之處理服務。**
- 4.9.1. **Separate Provider.** If Customer enables one or more of the below defined payment capabilities in the Ariba Network (excluding AribaPay), such payment services are provided by third party payment processors under separate agreements between Customer and those third parties. SAP does not perform and is not responsible for the payment processing services, nor acts or omissions of the third-party payment processors under the separate agreements. Customer agrees that any third-party payment processor’s use of Customer Data is governed by the separate agreement and the third-party payment processor’s data use and data privacy policies. By enabling the payment services provided by third-party payment processors, Customer instructs SAP to transfer Customer Data (including personal data) to the third-party payment processor. SAP’s obligations for the Cloud Service, exclusive of the payment processing services, are in accordance with the Agreement. SAP and the third-party payment processors are under no obligation to assist with or resolve disputes between Customer and Customer’s suppliers, with respect to payment transactions.
- 個別供應商。** 若客戶啟用下列一個或多個在 Ariba Network (不包括 AribaPay) 中的具體付款功能，此類由第三方付款處理商提供之付款服務，應遵守客戶及該第三方間所簽訂的個別合約規定。SAP 不執行且不負責付款處理服務，對於第三方付款處理商依據個別合約之行為或疏忽亦不負責。客戶同意任何第三方付款處理商使用客

戶資料，皆以該個別合約以及第三方付款處理商之資料使用與資料隱私權政策為規範。啟用第三方付款處理商提供之付款服務，即代表客戶指示 SAP 向第三方付款處理商傳輸客戶資料 (包括個人資料)。SAP 對於雲端服務所負義務 (不包括付款處理服務)，應依據本合約規定進行。SAP 與第三方付款處理商並無義務協助或排解客戶與客戶供應商間付款交易相關爭議。

4.9.2. **Payment Processing Services.** For payment processing services other than AribaPay: **付款處理服務。**關於 AribaPay 以外的付款處理服務：

- If Customer enables the payment capability, then the “processing services” consist of payment processing services to settle payments between Customer and Customer’s suppliers, including every function of the payment capability 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, issuing checks, holding account numbers, and/or otherwise acting as a payment processor.
若客戶啟用付款功能，則此「處理服務」涵蓋結算客戶與客戶供應商間付款的付款處理服務，其包含與下列方面相關的各種付款功能：處理或傳輸付款或資金、提供任何中介相關服務付款、銀行帳戶的借記和貸記、持有資金、處理支付、開立支票、持有帳號和/或以其他方式擔任付款處理商。
- Customer is responsible for providing accurate information in any payment instruction.
客戶在任何付款指示中均須負責提供正確資訊。
- Once enabled, SAP’s role for the payment capability is to forward payment information from Customer to the payment processor and return status information to the Customer regarding the payments.
一經啟用付款功能，SAP 對此擔任之角色，即在將來自客戶的付款資訊轉發至付款處理商，並將付款相關狀態資訊傳回客戶。

4.9.3. **Tax Treatment.** With respect to the fees payable by Customer to SAP for use of the payment capability, Customer will be treated as the payor with respect to SAP for tax purposes, notwithstanding the payment processing services provided by the payment processor or supply chain finance processor. This will not include features which are agreed to by Customer under its agreement with the payment processor payment and that are paid directly to the payment processor.

稅務處理。有關客戶應向 SAP 支付的付款功能使用費用，對於 SAP 而言，基於稅務目的將視客戶為付款人，儘管該付款處理費用係由付款處理商或供應鏈財務處理商所提供。此將不包括客戶依據其與付款處理商合約中所議定，且直接向付款處理商支付付款之功能。

4.10. **Packaged Cloud Service.** Where the Cloud Service is included with SAP Qualtrics for Supplier XM for a single fee (collectively, the “**Packaged SAP Qualtrics Cloud Service**”), the following additional terms apply to such Packaged SAP Qualtrics Cloud Service:

套裝雲端服務。基於單一費用考量而隨附於 SAP Qualtrics for Supplier XM 的雲端服務 (以下通稱「**套裝 SAP Qualtrics 雲端服務**」)，下列其他條款將適用於此類套裝 SAP Qualtrics 雲端服務：

4.10.1. **Usage Metric and Limitations for SAP Ariba Strategic Sourcing Suite.** Subscriptions to the Packaged SAP Qualtrics Cloud Service which includes SAP Ariba Strategic Sourcing Suite are measured by Users and include 50 Suppliers per User in blocks of 25 Suppliers.

SAP Ariba Strategic Sourcing Suite 使用度量及限制。訂閱內含 SAP Ariba Strategic Sourcing Suite 的套裝 SAP Qualtrics 雲端服務，其係以使用者為計量單位，包括每一使用者 50 個供應商，以 25 個供應商為單位計算。

4.10.2. **Usage Metric and Limitations for SAP Ariba Commerce Automation Membership.** Subscriptions to the Packaged SAP Qualtrics Cloud Service which includes SAP Ariba Commerce Automation Membership include 1,000 Suppliers in blocks of 25 Suppliers (for a total of 40 blocks of 25 Suppliers).

SAP Ariba Commerce Automation Membership 使用度量及限制。訂閱內含 SAP Ariba Commerce Automation Membership 的套裝 SAP Qualtrics 雲端服務，其包括 1,000 個供應商，並以 25 個供應商為單位計算 (共有 40 個單位)。

- 4.10.3. **Usage Metric and Limitations for SAP Ariba Supply Chain Collaboration for Buyers.** Subscriptions to the Packaged SAP Qualtrics Cloud Service which includes SAP Ariba Supply Chain Collaboration for Buyers are measured in blocks of \$10M in Spend and include 25 Suppliers for each block of \$10M in Spend.
SAP Ariba Supply Chain Collaboration for Buyers 使用度量及限制。訂閱內含 SAP Ariba Supply Chain Collaboration for Buyers 的套裝 SAP Qualtrics 雲端服務，其以 1 千萬元支出為計量單位，且每一單位支出 (一千萬元) 包括 25 個供應商。
- 4.10.4. **EU Access.** The EU Access option is not available for the Packaged SAP Qualtrics Cloud Service.
EU Access。 EU Access 選項不適用於套裝 SAP Qualtrics 雲端服務。
- 4.10.5. **Customer Data Deletion.** Customer is responsible for deleting all Customer Data for SAP Qualtrics for Supplier XM upon termination. SAP will provide Customer a means to accomplish such deletion.
客戶資料刪除。客戶終止 SAP Qualtrics for Supplier XM 時，應負責刪除其全部的客戶資料。SAP 會向客戶提供執行這類刪除作業的方法。
- 4.10.6. **Support.** The Contact Channel for support for SAP Qualtrics for Supplier XM is <https://www.qualtrics.com/support/>. If SAP changes the Contact Channel, SAP will provide notice via <https://www.qualtrics.com/support/>. All other aspects of support are provided in accordance with SAP's Support Policy for Cloud Services.
支援。SAP Qualtrics for Supplier XM 的支援聯絡管道為 <https://www.qualtrics.com/support/>。若 SAP 變更聯絡管道，將會透過以下網址通知客戶：<https://www.qualtrics.com/support/>。SAP 將依據其雲端服務支援政策，提供所有其他方面的支援。