

SAP Ariba Cloud Services Supplemental Terms and Conditions

SAP Ariba Cloud Services 補充條款與條件

Attachment 5: SAP Ariba Supplier Risk

附件 5 : SAP Ariba Supplier Risk

The general product terms and conditions for the SAP Ariba Supplier Risk Cloud Service are located in "SAP Ariba Cloud Services Supplement" (the "SAP Ariba Supplement"), and this Attachment is incorporated into, and made part of, the SAP Ariba Supplement. This Attachment, and any modifications to the Agreement made herein, apply solely to SAP Ariba Supplier Risk solution and not to any other SAP Cloud Service.

SAP Ariba Supplier Risk 雲端服務的一般產品條款及條件位於「SAP Ariba Cloud Services 補充條款」(以下稱「SAP Ariba 補充條款」)中,且已併入 SAP Ariba 補充條款,並作為該補充條款之一部分。本附件及此處對合約所做的任何修改僅適用於 SAP Ariba Supplier Risk 解決方案,而不適用於任何其他 SAP 雲端服務。

1. ADDITIONAL DEFINITIONS

附加定義

1.1 "Customer Content" means certain business information (including transaction and master data) concerning Customer, its suppliers and/or sub tier suppliers that is delivered by Customer to SAP in relation to use of the SAP Ariba Supplier Risk Cloud Service upon commencement of the Subscription Term. Such data may be delivered in the form of a .csv file and/or developed via data connections.

「客戶內容」係指由客戶自訂閱期限開始之日起,就 SAP Ariba 供應商雲端服務相關事宜而向 SAP 遞送與客戶、其供應商及/或間接供應商有關的特定業務資訊(包括交易及主要資料)。此等資料得以 .csv 檔案的形式遞送及/或透過資料連線的方式開發。

1.2 "Data Connection" means a data extraction connection with Customer's database(s) or system(s) that allow specified Customer Content to be automatically transferred to SAP.

「資料連線」係指與客戶的資料庫或系統建立資料擷取連線,使特定客戶內容得以自動傳輸至 SAP。

1.3 "SAP Content" means collectively information, reports and content (including, but not limited to, customer survey responses, regulatory information about supplier organizations, new article references, risk indicators, company performance measures and/or publicly sourced information) made available to Customer by SAP as part of the Cloud Service whether originating from SAP or its third party data providers' ("**Providers**").

「SAP 內容」係統稱由 SAP 視同雲端服務的一部分而提供給客戶之資訊、報告及內容(包括但不限於客戶調查回應、與供應商組織相關的法規資訊、新文章參照、風險指標、公司效能措施及/或公開來源資訊),無論該等內容來源是否來自 SAP 或其第三方資料提供商(以下稱「**提供商**」)。

1.4 "User" has different meanings depending upon the specific Cloud Service to which it is applied. For SAP Supplier Risk, "User" means an Authorized User that is authorized by Customer to access and/or use SAP Ariba Supplier Risk.

「使用者」根據其適用的特定雲端服務具有不同的含意。針對 SAP Supplier Risk,「使用者」係指客戶授權存取和/或使用 SAP Ariba Supplier Risk 的授權使用者。

2. DATA CONNECTIONS

資料連線

Customer must ensure that it has the right to grant SAP access to its system(s) via its Data Connection(s) and that SAP's data extraction from Customer's system(s) via Data Connection(s) and use of Customer Content as provided below does not breach or conflict with any third party rights, intellectual property rights of any third party, or confidentiality terms between Customer and any Extract-Transform-Load tools/connections provider.

客戶必須確保其有權向 SAP 授與透過其資料連線存取其系統的權限，且 SAP 透過資料連線從客戶系統擷取資料並依以下規定使用客戶內容，均不會違反任何第三方權利、任何第三方的智慧財產權或客戶與任何擷取-轉換-載入工具/連線提供商之間的保密條款，或與之產生衝突。

3. CUSTOMER CONTENT

客戶內容

Customer Content, and all of Customer's intellectual property rights embodied therein, remains the sole and exclusive property of Customer, subject to any rights expressly granted to SAP herein. Any reference to "Customer Data" in the Agreement shall be deemed to include Customer Content, as defined herein, for purposes of this Cloud Service, provided that, in the event of conflict between the terms of this Attachment and any other term of the Agreement, the terms of this Attachment shall control. SAP may aggregate Customer Content with content from other SAP customers in order to create high level statistical reports ("**Anonymized Customer Content**") so long as at least four SAP customers (including Customer) have contributed to such report, and no individual customer contribution constitutes more than fifty percent (50%) of such report, and such analyses are anonymous as to any Customer and may not contain Customer Confidential Information. In support of the SAP Ariba Supplier Risk Cloud Service and related products and services, SAP will use Customer Content in combination with SAP Content in order to create enriched aggregated content ("**SAP Aggregated Content**") using SAP's proprietary software, applications, business models and information matching, cleansing and harmonization tools.

客戶內容和本文客戶的所有智慧財產權應為客戶之唯一、專屬財產，且受本合約明示授予 SAP 之任何權利所規範。如本文定義，基於本雲端服務之目的，本合約中對「客戶資料」的任何引用均應視為包括客戶內容，前提在於若本附件與本合約的任何其他條款相衝突，則以本附件內容為準。SAP 可彙總客戶內容與來自其他 SAP 客戶的內容，以建立高層次的統計報告（以下稱「**匿名的客戶內容**」），只要有至少四（4）位 SAP 客戶（包括本客戶）已為此報告提供內容，且個別客戶提供之內容在此報告中所佔比例不得超過百分之五十（50%），且此等分析對任何客戶均為匿名，不得包含客戶機密資訊。在支援 SAP Ariba Supplier Risk 雲端服務及相關產品和服務時，SAP 將使用 SAP 的專屬軟體、應用程式、業務模型和資訊比對、清理和協調工具，將客戶內容搭配 SAP 內容使用，以便建立增強的彙總內容（以下稱「**SAP 彙總內容**」）。

Any reference to "Cloud Materials" or "SAP Materials" in the Agreement shall be deemed to include SAP Aggregated Content as defined herein for purposes of this Cloud Service, provided that, in the event of conflict between the terms of this Attachment 5 and any other term of the Agreement, the terms of this Attachment 5 shall control.

如本文定義，基於本雲端服務之目的，本合約中對「雲端材料」或「SAP 材料」的任何引用均應視為包括 SAP 彙總內容，前提是，若附件 5 與本合約的任何其他條款相衝突，則以附件 5 之條款為準。

4. GRANT OF LICENSE BY CUSTOMER.

客戶提供的授權

Subject to the terms of this Attachment and the Agreement, Customer grants to SAP, SAP SE, and SAP SE Affiliates a non-exclusive, perpetual, fully paid up, irrevocable, worldwide, royalty-free license, under all of Customer's relevant intellectual property rights, to (i) store, display, copy, use, distribute, and create derivative works of the Customer Content in support of the functionality and features of the SAP Ariba Supplier Risk Cloud Service for the benefit of Customer; (ii) use, reproduce, display, distribute, perform, disclose, and create derivative works of Customer Content to create SAP Aggregated Content (defined above), and (iii) to commercially use, reproduce, display, distribute, perform, disclose, create derivative works of, make, have made, sell, offer to sell, or otherwise dispose of the SAP Aggregated Content and/or Aggregated Customer Content in any manner and via any media SAP chooses, without reference to the source (including the right to sublicense any of the foregoing). Customer will not provide Customer Content to SAP for which Customer is unable to grant the above rights.

根據本附件及合約之條款，客戶授與 SAP、SAP SE 和 SAP SE 關係企業非專屬、永久、已完全付清、不可撤銷、全球性、無須支付版稅的授權，根據客戶所有相關的智慧財產權，在未參考原始資源的情況，可透過 SAP 選擇的任何方式和任何媒體 (i) 在基於客戶利益而支援 SAP Ariba Supplier Risk 雲端服務之功能和特性時，儲存、顯示、複製、散佈及建立客戶內容的衍生作品；(ii) 使用、複製、顯示、散佈、執行、披露和建立客戶內容的衍生成品，以建立 SAP 彙總內容 (定義如上)；以及 (iii) 在商業上使用、複製、顯示、散佈、執行、披露、製作、委託製作、銷售、提供銷售和以其他方式處置 SAP 彙總內容及/或彙總客戶內容將其製成衍生成品 (包括轉授權上述任何權利的權利)。若客戶無法授予上述權利，便不會將客戶內容提供給 SAP。

5. DATA LICENSE FROM SAP

SAP 提供的資料授權

All SAP Content (for the avoidance of doubt, excluding the information Customer provides to SAP, which SAP later returns to Customer) is provided for Customer's and/or its Affiliates' internal commercial (non-consumer related) use only and may not be provided to third parties (excluding Contractors and Affiliates). Customer will only use the SAP Content in accordance with the Documentation for the Cloud Service, and will not use the SAP Content as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes; or (ii) employment. For purposes of this Supplement, "**Contractor(s)**" shall mean a third party that may access the SAP Content on Customer's behalf and within a Customer-controlled environment, provided that such contractors use the SAP Content in accordance with this Agreement. Customer is liable according to § 278 German Civil Act, and similar laws as applicable, for any use or disclosure by any Contractor of SAP Content which if done by Customer itself would be a breach of this Agreement. Customer may not resell or relicense the Database Information.

所有 SAP 內容 (為免除疑義，不包括客戶提供給 SAP 而 SAP 隨後又歸還予客戶的資訊) 係僅為了客戶及/或其關係企業之內部商業 (非消費者相關) 用途而提供，不得提供給第三方 (承包商和關係企業除外)。客戶將僅根據雲端服務的文件使用 SAP 內容，且不會將 SAP 內容做為確定個人是否符合 (i) 主要用於個人、家人或家庭成員目的之信貸或保險，或 (ii) 僱用資格的因素。根據本補充條款，「**承包商**」應指可代表客戶並在客戶控制的環境中存取 SAP 內容的第三方，前提是此承包商須根據本合約使用 SAP 內容。根據 § 278 德國民法 (German Civil Act) 及適用之類似法律，客戶對 SAP 內容之任何承包商所進行之任何使用或揭露應負責，若係客戶本身所進行之使用或揭露則違反本合約。客戶不得轉售或再授權資料庫資訊。

6. DISCLAIMERS

免責聲明

6.1 All SAP Content provided to Customer is proprietary information of SAP or its third party information providers ("**Providers**"). The SAP Content is provided, "as is" without warranty of any kind, including but not limited to warranties as to the accuracy, completeness, suitability for purpose, or timeliness of the SAP Content, and SAP advises Customer to independently verify such SAP Content. SAP and its Providers shall not be liable for any loss arising out of or in any way relating to the SAP Content. Customer is encouraged to notify SAP of errors in the SAP Content according to the process outlined in the Documentation. 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.

提供給客戶的所有 SAP 內容皆為 SAP 或其第三方資訊提供者的專屬資訊 (以下稱「**提供商**」)。SAP 內容是以「原狀」提供，不存在任何類型的保固，包括但不限於有關 SAP 內容之準確性、完整性、目的符合性或及時性的保固，且 SAP 建議客戶獨立驗證此 SAP 內容。SAP 及其提供商不應負責源於或以任何方式涉及 SAP 內容的任何損失。鼓勵客戶根據文件中所列之程序，將 SAP 內容中的錯誤通知 SAP。SAP 的提供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。

6.2 This Cloud Service may supply alerts to Customer regarding actions affecting supplier fulfillment capabilities, including debarment status. Customer acknowledges that these alerts are for informational purposes only, and Customer should not rely on these alerts to fulfill any compliance or other obligations.

本雲端服務可就影響供應商履約能力的動作 (包括除名狀態) 向客戶提供警示。客戶確認，這些警示僅供參考，且客戶不得依賴這些警示履行任何合規或其他義務。