SUPPLEMENTAL TERMS AND CONDITIONS
補充條款與條件
ARIBA CLOUD SERVICES
ARIBA CLOUD SERVICE

These supplemental terms and conditions (the "**Supplement**") are part of an agreement for certain SAP Ariba products and services ("**Agreement**") between SAP and Customer and apply solely to the SAP Ariba Cloud Services indicated by name below (the "**Cloud Service**") and not any other SAP product or service.

本補充條款與條件（以下簡稱「**補充條款**」）屬於 SAP 與客戶之間特定 SAP Ariba 產品與服務的一部分（以下簡稱「**合約**」），僅適用於下列名稱之 SAP Ariba 雲端服務（以下簡稱「**雲端服務**」），不適用任何其他 SAP 產品或服務。

1. DEFINITIONS
名詞定義

Capitalized terms used in this Supplement but not defined in this section, the applicable Attachment(s), or elsewhere in the Agreement, are named features of the applicable Cloud Service itself, as further described in the Cloud Service's Documentation.

在本補充條款中所用，以及在本合約中本條、適用附件或其他位置未定義的大寫詞彙，為雲端服務說明文件所載之適用雲端服務本身的具名功能。

1.1. **"Authorized User(s)"** may sometimes be referred to as **"Named User(s)"** elsewhere in the Agreement.

「**授權使用者**」有時得稱為本合約其他地方所稱的「**具名使用者**」。

1.2. **"Site"** (abbreviation: STE) means the web page containing the functionality described in the Documentation for the Cloud Service(s) accessible by, and configured for and/or by, Customer in accordance with the Agreement and the applicable Documentation.

「**站點**」（縮寫：STE）係指含有說明文件中所述雲端服務功能之網頁，而該服務係客戶根據合約及相關說明文件而可存取、為客戶安裝及/或客戶所安裝者。

1.3. **"Subscription Period"** (also sometimes referred to as a **"Contract Year"**) means each consecutively recurring period of twelve (12) sequential months (unless specified otherwise in the Order Form) during the Subscription Term, with the first such Subscription Period commencing on the initial Subscription Term start date.

「**訂閱週期**」（有時亦稱為「**契約年**」）係指訂閱期間內以連續十二個月為一期的連續性循環週期（除本訂購單另有規定外），第一個訂閱週期應始於初始訂閱期間的起始日期。

1.4. **"Supplemental Site"** means a separately subscribed webpage for a Cloud Service that is set up in addition to, or in lieu of, the Site associated with such Cloud Service, and configured to be a non-production version of such Site for an additional fee.

「**補充站點**」係指為雲端服務個別訂閱之網頁，其與是類雲端服務相關站點分別設立或取而代之，並能以額外費用配置為該站點的非生產版本。

2. AFFILIATES' CUSTOMER DATA
關係企業之客戶資料

SAP points out that if Customer grants access to a Cloud Service to any of its Affiliates, and Customer has not subscribed to a separate Site for each such Affiliate (for an additional fee), then Customer and such Affiliate(s) may have access to each other's data entered into the single Site shared by Customer and those Affiliate(s). Customer is responsible for fulfilling any necessary consent requirements for such shared data access between Customer and its Affiliates.

SAP 指出，若客戶授權其關係企業使用雲端服務，且並未（支付額外費用）為該關係企業訂閱獨立站點，則客戶及該關係企業得存取他方分享於同一站點之資料。客戶應負責履行其與關係企業間針對此類共享資料存取之任何必要同意要求。

3. CUSTOMER TRADEMARKS
客戶商標

Customer grants to SAP (and SAP's applicable third party providers, if any), the non-exclusive, royalty free, worldwide right to use or display any trademarks, service marks, or other proprietary symbols or designations that Customer provides to SAP for the sole purpose of inserting them in Customer's user interface on the web pages utilized or attributed to Customer, and/or as otherwise reasonably required for SAP to provide the Cloud Services to Customer.

客戶向 SAP (若有，還包括 SAP 的適用第三方供應商) 授與使用或顯示任何商標、服務標章或其他專屬符號或標示的非專屬、免版稅、全球性權利，客戶向 SAP 提供此權利，僅得在用於或歸屬於客戶之網頁上將商標插入客戶的系統使用者介面，及/或滿足 SAP 向客戶提供雲端服務的其他合理需要。

4. DEPLOYMENT SERVICES
部署服務

Standard Consulting Services for the initial deployment of the Cloud Services (sometimes referred to as "**Deployment Services**") are described in the applicable predefined deployment descriptions made available online by SAP ("**Deployment Description**"), in an exhibit attached to the Order Form, or provided by SAP upon request. SAP's obligation to provide Deployment Services shall continue for the time periods described in the applicable Deployment Descriptions and/or applicable exhibit(s), or, if no time period is stated in the applicable Deployment Description or exhibit, then for the initial Subscription Term.

如需 SAP 雲端服務之初始部署所提供之標準諮詢服務 (有時亦稱為「**部署服務**」)，請見 SAP 提供之線上相關預先定義部署說明 (以下稱「**部署說明**」)、本訂購單隨附之附錄，或於提出請求後由 SAP 提供說明。 SAP 提供部署服務之義務應在適用部署說明及/或適用附錄中所載期限內繼續生效，若適用部署說明或附錄中並未指定任何期間，則 SAP 提供部署服務之義務應限於初始訂閱期間內。

5. SUPPLIER TERMS
供應商條款

In order to interact with Customer via the Cloud Services, Customer's suppliers must register and accept the applicable SAP website terms of use and may be required to become enabled on the applicable regional network designated by SAP for routing documents between Customer and suppliers. SAP may charge fees to suppliers for the use of such networks.

為透過雲端與客戶互動，客戶之供應商應註冊並接受相關 SAP 網站使用條款；SAP 並得要求供應商加入 SAP 所指定之相關區域網路，以利於客戶及供應商之間透過路由傳輸文件。SAP 得就該網路之使用，向供應商收取費用。

6. NO LEGAL ADVICE
不提供法律意見

SAP is not in the business of providing legal advice. No content available within any Cloud Service or provided by SAP in connection therewith should be interpreted as legal advice, and any such import or effect is expressly disclaimed. Customer is solely responsible for determining the suitability of the Cloud Service(s) for Customer's business and complying with any regulations, laws, or conventions applicable to the Customer's use of the Cloud Service(s).

SAP 並不從事提供法律意見的業務。任何雲端服務當中提供的內容，或是 SAP 所提供與此相關的內容，皆不應誤解為法律意見，且明確放棄此類內容之任何匯出或影響權利。客戶應自行負責確定雲端服務對於客戶業務的適應性，並遵守適用於客戶使用雲端服務之任何法律、法規或慣例。

7. DATA PROCESSING AGREEMENT CLARIFICATIONS
資料處理合約釋疑

The parties acknowledge the following terms in relation to the Data Processing Agreement and GTC:

雙方應同意以下與資料處理合約和 GTC 有關之條款：

7.1   Sensitive Personal Information.   Customer may not submit the following types of information to the Cloud Service or solicit such information from trading partners: (a) information regulated under the International Traffic in Arms Regulations (U.S. government regulations addressing defense-related articles and services); or (b) "Sensitive Personal Information" defined for this purpose as (i) government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security 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, and (iv) 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).

敏感個人資訊。客戶不得向雲端服務提出下列類型的資訊，亦不得向貿易合作夥伴徵求該資訊：(a) 國際武器交易規則（處理防護措施相關條文與服務的美國政府法規）所規範的資訊；或 (b) 基於本目的所定義的「敏感個人資訊」，臚列如下：(i) 政府頒發與個人相關的識別碼或金融帳戶號碼（例如：美國社會安全號碼、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，包括各類個人醫療照護的付款或補償索賠；(iv) 依適用資料保護法 (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。

7.2   Data Deletion.   Customer acknowledges that at the end of the Subscription Term to the SAP Cloud Services, SAP will as a standard practice delete the Customer Data (including Personal Data) remaining on application servers hosting the Cloud Services unless applicable law or the Agreement requires retention, except that Customer Data processed on the Ariba Network may be retained on the Ariba Network subject to SAP's operational policies. Retained data is subject to the confidentiality provisions of the Agreement and the ongoing obligations under the Data Processing Agreement.

資料刪除。客戶確認 SAP 雲端服務之訂閱期間中止時，除相關法律或合約要求保留該等資料外，SAP 應依標準作法刪除託管 SAP 雲端服務之應用程式伺服器中所存放的客戶資料 (包含個人資料)，但在 Ariba Network 上處理的客戶資料得依 SAP 營運政策保留於 Ariba Network 中。保留的資料應受本合約中保密條款與資料處理合約中特定義務之規定。

7.3   Data Access.   During the Subscription Term, Customer can access its Customer Data in the Cloud Services at any time. With each Cloud Service, SAP offers tools to enable Customer to export and retrieve the transaction level Customer Data in a standard format. Specific capabilities for data export vary by SAP Cloud Service. Export and retrieval of such Customer Data may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

資料存取。客戶得於訂閱期間內隨時存取雲端服務中的客戶資料。SAP 應透過每個雲端服務，提供可讓客戶使用標準格式匯出和擷取交易層級客戶資料的工具。資料匯出的特定功能將依 SAP 雲端服務而有所不同。是類客戶資料之匯出和擷取可能受技術限制所拘束，在此情況下，SAP 和客戶應提出允許客戶存取客戶資料之合理方式。

8.   DATA USE AND ANALYSIS AND SECURITY DISCLOSURES (V1.1)
資料使用和分析以及安全揭露 (V1.1)

For clarity, this section 8 shall be deemed one of the SAP Policies, as such term is defined elsewhere in the Agreement.

為免除疑義，第 8 條應視為 SAP 政策的一部分，且該條款亦另外定義於合約之其他內容。

8.1   Use of Customer Data. Customer grants SAP the right to process Customer Data for the following purposes: (i) to facilitate operation of the Cloud Service and related services; (ii) to enhance Customer use of the Cloud Service and its related web pages; (iii) to perform internal tracking and service improvement; (iv) to analyze the extent to which Customer uses the Cloud Service (e.g., the volume and history or annual Spend or other Usage Metric volumes for billing purposes); and (v) to process Customer transactions through the Cloud Service, including sending transaction data to Customer's trading partners and Ariba Strategic Payables service providers (if Customer has subscribed to Ariba Strategic Payables) as directed by Customer.   Some data required for review of Usage Metrics for billing purposes may be transferred from the Cloud Service to internal SAP billing systems to facilitate accurate billing reports. Use of Customer Data by an Ariba Strategic Payables service provider is subject to the data use policy of the applicable service provider.

客戶資料之使用。客戶授予 SAP 基於下列目的處理客戶資料的權限：(i) 促進雲端服務與相關服務之操作；(ii) 增進客戶對於雲端服務及其相關網頁之使用；(iii) 執行內部追蹤作業與服務改善；(iv) 分析客戶使用雲端服務之程度（例如：數量和歷史記錄，或是作為請款用途的年度支出或其他使用度量數量）；以及 (v) 透過雲端服務處理客戶交易，包含根據客戶指示將交易資料傳送給客戶的貿易合作夥伴，以及 Ariba Strategic Payables 服務供應商 (若客戶已訂閱 Ariba Strategic Payables)。 基於請款目的檢視使用度量所需的部分資料，得自雲端服務傳輸至 SAP 內部請款系統，以產生正確的請款報告。Ariba Strategic Payables 服務供應商使用客戶資料，應遵循適用服務供應商之資料使用政策規定。

8.2   Additional Data Usage for Sourcing. With regard to Ariba Sourcing Professional (and any Cloud Service that includes any access to, and use of, Ariba Sourcing Professional), in order to increase Customer's visibility to potential suppliers, SAP may systematically analyze certain sourcing activity of the Customer in the Ariba Sourcing Professional application and anonymously seek to match the Customer with potential new suppliers or highlight suppliers that may be of interest to Customer.

採購之額外資料使用。以 Ariba Sourcing Professional（與任何可存取並使用 Ariba Sourcing Professional 的雲端服務）而言，為增進客戶對於潛在供應商的能見度，SAP 得有系統地分析客戶於 Ariba Sourcing Professional 應用程式中特定的採購活動，並依客戶需求匿名尋求新的潛在供應商或突顯客戶可能感興趣的供應商。

8.3   Aggregate Analyses. SAP may use transaction information relating to use of the Cloud Services to prepare analyses. The analyses prepared are aggregated and do not contain personal data nor Customer Confidential Information. Examples of analyses include: optimizing systems and technical resources and support, research and development of Cloud Services and Consulting Services, verification of security and data integrity, internal demand planning, industry and macroeconomic statistics and anonymous benchmarking with other Customers. SAP may report aggregated and anonymous statistics about use of the Cloud Service publicly.

匯總分析。SAP 得透過與使用雲端服務相關之交易資訊，準備進行分析作業。準備就緒的分析作業將經過匯總，且並不包含個人資料或客戶機密資訊。分析範例如下：最佳化系統和技術資源與支援、雲端服務和諮詢服務之研究與開發、安全性驗證與資料完整性、內部需求規劃、產業和總體經濟統計資料，以及與其他客戶建立相同基準。SAP 得就雲端服務之使用，公開報告匯總的匿名統計資料。

8.4   Optional benchmarking and Analytics. SAP offers optional benchmarking programs to facilitate deeper analysis into spend management practices for companies wishing to participate. SAP operates the SAP data analytics and SAP benchmarking programs according to standards that protect the confidentiality of each customer's information. These programs enable SAP to offer reviews with customers demonstrating how that customer uses the Cloud Services as compared to typical usage of other customers by industry, company size, region or other factors.

選用基準與分析。SAP 提供選用基準程式，可為有意參加之公司深入分析支出管理實務。SAP 將依據每位客戶的資訊保密標準規範，來操作 SAP 資料分析與 SAP 基準程式。這些程式可讓 SAP 為客戶提供檢閱資料，就產業、公司大小、區域或其他因素，與其他客戶的一般使用狀況進行比較，以展示該客戶如何使用雲端服務。

8.5   Security Disclosures. SAP is committed to the security and integrity of Customer Data within the SAP Cloud Services. SAP uses industry best-practice security measures to protect against the loss, misuse or alteration of the Customer Data under SAP's control. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of Customer Data, SAP has put in place physical, electronic, and operational procedures to safeguard and secure the information we collect within the SAP Cloud Services, which include the following: (a) multiple level firewalls to segregate and secure network segments based on system roles; (b) encryption of data transmissions over unsecured networks using TLS technology; (c) use of server-side and client-side digital certificates; (d) role-based administrative access policies and procedures; (e) data center co-location facilities using access cards, biometric authentication, and 24-hour surveillance cameras, and guards, to control physical access; (f) comprehensive in-house performance and security monitoring and auditing; (g) intrusion detection and analysis; (h) detailed security policy, processes and procedures; (i) security integration into the SAP Software Development Lifecycle; and (j) security auditing performed on a recurring basis by outside consulting agencies. To provide for the availability of service and information within Cloud Services, SAP has implemented the SAP Service Level Agreement, as set forth in the Order Form. The SAP Technical Overview document for the specific SAP Cloud Service to which Customer is subscribed contains detailed information concerning policies, procedures and architecture and is made available by SAP to Customer upon request.

安全揭露。SAP 致力於確保 SAP 雲端服務內客戶資料之安全性與完整性。SAP 使用業界最佳實務的安全措施，以保護 SAP 控管的客戶資料免於遺失、誤用或篡改。 為防止未經授權之存取、維護資料正確性並避免誤用客戶資料，SAP 採取實體的電子化作業程序來保障與保護 SAP 雲端服務內收集的資訊，該作業程序包含下列保護措施：(a) 依據系統角色分隔並保護網路區段的多層防火牆；(b) 使用 TLS 技術對不安全網路間的資料傳輸作業進行加密；(c) 使用伺服器端與用戶端的數位憑證；(d) 以角色為基礎的管理存取政策與程序；(e) 使用通行卡、生物驗證、24 小時監視照相機與守衛來控制實體存取的資料中心共置設施；(f) 內部效能和安全性之全面監控與稽核；(g) 入侵偵測與分析；(h) 詳細的安全政策、流程與程序；(i) 與 SAP 軟體開發生命週期之安全性整合；(j) 由外部諮詢機構執行週期性的安全性稽核作業。 SAP 業已執行本訂購單所述之 SAP 服務層級合約，以提供雲端服務內的服務與資訊可用性。對於客戶訂閱的特定 SAP 雲端服務，SAP 技術總覽文件包含與政策、流程和架構相關的詳細資訊，SAP 將於客戶要求時提供該資訊。

9.   ATTACHMENTS
     附件

In addition to all of the foregoing, the terms of one or more of the following four (4) attachments (each, an "**Attachment**") may also apply depending on the particular Cloud Service(s) subscribed to by Customer, as clarified below. In the event of a conflict between the terms of an Attachment and any other part of this Supplement, then the terms of such Attachment shall prevail for purposes of the particular Cloud Service(s) to which such Attachment applies.

除了前述規定外，亦得依據客戶訂閱之特定雲端服務，適用下列四 (4) 份附件（「以下簡稱「**附件**」）的規定，說明如下。 若本附件之條款與本補充條款的其他任何部分牴觸，則基於該附件適用特定雲端服務之目的，應以本附件之條款內容為準。

9.1.   Attachment 1. If Customer has subscribed to: Ariba Supplier Information and Performance Management, Ariba Collaborative Sourcing, Ariba Collaborative Sourcing Professional, Ariba Sourcing Professional, Ariba Savings and Pipeline Tracking, Ariba Contract Management Professional, and/or Ariba Spend Visibility Professional (each, an **"Upstream Service"**); then the terms of Attachment 1 shall also be applicable to such Upstream Service(s).

附件 **1**。若客戶已訂閱：Ariba Supplier Information and Performance Management、Ariba Collaborative Sourcing、Ariba Collaborative Sourcing Professional、Ariba Sourcing Professional、Ariba Savings and Pipeline Tracking、Ariba Contract Management Professional 和/或 Ariba Spend Visibility Professional (以下均稱為「**上游服務**」)，則上開上游服務應同時適用附件 1 之條款。

9.2. **Attachment 2.** If Customer has subscribed to: Ariba Procurement Content, Ariba Document Automation, Ariba Collaborative Commerce Document Automation, Ariba Collaborative Finance, Ariba Buyer-Funded SMP Fee Program, Ariba Invoice Professional, Ariba Network Tax Invoicing, Ariba Contracts & Services Invoicing, Ariba Open Invoice Conversion Services, Ariba Invoice Conversion Services, Ariba Supplier Enablement, Ariba Advanced Supply Chain Automation, Ariba Spot Buy Catalog, Ariba Procure-to-Pay, Ariba Procure-to-Pay-Partner Edition, Ariba Procure-to-Pay Federated Process Control, Ariba Procure-to-Pay Federated Process Control-Partner Ed., Ariba Procure-to-Order, Ariba Procure-to-Order-Partner Edition, Ariba Procure-to-Order Federated Process Control, and/or Ariba Procure-to-Order Federated Process Control-Partner Ed. (each, a **"Downstream Service"**); then the terms of Attachment 2 shall also be applicable such Downstream Service(s).

附件 2。若客戶已訂閱： Ariba Procurement Content、Ariba Document Automation、 Ariba Collaborative Commerce Document Automation、 Ariba Collaborative Finance、 Ariba Buyer-Funded SMP Fee Program、Ariba Invoice Professional、Ariba Network Tax Invoicing、Ariba Contracts & Services Invoicing、Ariba Open Invoice Conversion Services、Ariba Invoice Conversion Services、Ariba Supplier Enablement、Ariba Advanced Supply Chain Automation、 Ariba Spot Buy Catalog、 Ariba Procure-to-Pay、Ariba Procure-to-Pay-Partner Edition、Ariba Procure-to-Pay Federated Process Control 、Ariba Procure-to-Pay Federated Process Control-Partner Ed.、Ariba Procure-to-Order、Ariba Procure-to-Order-Partner Edition、Ariba Procure-to-Order Federated Process Control 和/或 Ariba Procure-to-Order Federated Process Control-Partner Ed. (以下均稱為「下游服務」)；則上開下游服務應同時適用附件 2 之條款。

9.3. **Attachment 3.** If Customer has subscribed to Ariba Strategic Payables then the terms of Attachment 3 shall also apply.

附件 3。若客戶已訂閱 Ariba Strategic Payables，則應同時適用附件 3 之條款。

9.4. **Attachment 4.** If Customer has subscribed to SAP Supplier InfoNet, then the terms of Attachment 4 shall also apply (SAP Supplier InfoNet is an SAP SE Cloud Service being resold by Ariba, Inc., a wholly owned subsidiary of SAP SE).

附件 4。若客戶已訂閱 SAP Supplier InfoNet，則應同時適用附件 4 之條款 (SAP Supplier InfoNet 係一套由其全資子公司 Ariba, Inc. 轉售之 SAP SE 雲端服務)。

1. **ADDITIONAL DEFINITIONS**
   附加定義

1.1   **"Project"** (abbreviation: **"PPM"**) means a specific sourcing project in a particular services or commodity category initiated by Customer for Customer's internal use and benefit, and can consist of any one or more related events. Examples of events include:

「**專案**」（縮寫：「**PPM**」）係指由客戶為了內部使用和權益，在一特定服務或商品類別中啟動的一特定採購專案，並可包含任何一個或多個相關事件。事件範例包括：

   (a) on-line auction;
      線上拍賣；

   (b) sealed bid;
      密封投標；

   (c) e-negotiation;
      電子談判；

   (d) a RFQ, RFI, or RFP;
      RFQ、RFI 或 RFP；

   (e) Quick Survey; and
      快速調查；以及

   (f) Quick Projects.
      快速專案。

   A Project will be counted for purposes of Usage Metrics only in the month or year (as applicable) in which the Project's Start Date occurs, as identified within the Cloud Service.

   為了使用度量之目的，僅會在雲端服務內明定之專案開始日期所發生之月度或年度（若適用）內，進行專案的採計。

1.2   **"Spend"** or **"Spend Data"** (abbreviation: "**SPD**") has different meanings depending upon the specific Cloud Service to which it is applied. For Ariba Spend Visibility Professional "Spend" or "Spend Data" 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 Ariba Spend Visibility Professional, including transaction data (**"Transaction Data"**) and data identifying Customer's suppliers from within Customer's accounts payable system (**"Supplier Records"**) (i.e., the twelve month set of data for the initial Data Enrichment, and/or the aggregated twelve (12) month set of data from either: (i) four quarterly refreshes, or (ii) twelve monthly refreshes).

「**支出**」或「**支出資料**」（縮寫：「**SPD**」）根據其適用之特定雲端服務，具有不同的含意。 針對 Ariba Spend Visibility Professional，「支出」或「支出資料」係指客戶提供 SAP 以透過 Ariba Spend Visibility Professional 進行資料增強處理之客戶應付帳款、差旅費用及/或採購卡資料，該等資料以十二個月為單位彙整，其中包括交易資料（以下稱「**交易資料**」）和客戶應付帳款系統中用於識別客戶供應商的資料（以下稱「**供應商記錄**」）(亦即：用於初步資料增強的十二 (12) 個月份資料集，及/或來自 (i) 四次季度重新整理或 (ii) 十二次月度重新整理的彙總十二個月份資料集)。

1.3   **"Team Member"** (abbreviation: **"TM"**) means an Authorized User who is not a User.
      「**團隊成員**」（縮寫：「**TM**」）係指不是「使用者」的授權使用者。

1.4   **"User"** (abbreviation: **"USR"**) has different meanings depending upon the specific SAP Cloud Service to which it is applied. For Upstream Services, "User" means an Authorized User who:
      「**使用者**」（縮寫：「**USR**」）根據其適用之特定 SAP 雲端服務，具有不同的含意。 針對上游服務，「使用者」係指具有下列特性之授權使用者：

(a) is designated in the applicable Cloud Service as an Owner (as defined below) of a Project, Contract Workspace, or Supplier Workspace;

在適用的雲端服務中指定為專案、契約工作區或供應商工作區的擁有人（定義如下）；

(b) can create a Supplier Organization in the Ariba Supplier Information & Performance Management Cloud Service;

可在 Ariba Supplier Information and Performance Management 雲端服務中建立供應商組織；

(c) can initiate or manage templates, Projects, Contract Workspaces, and/or Supplier Workspaces;

可啟動或管理範本、專案、契約工作區及/或供應商工作區；

(d) is included in one of the User Groups indicated in the table below for the applicable Cloud Service(s); and/or

包含於適用雲端服務中下表所定的其中一個使用者群組；及/或

(e) is included in a Customer-defined group that has permissions equivalent to the permissions associated with any User Group in the table below.

包含於具備與下表中任何使用者群組相關權限之同等權限的客戶定義群組。

Certain User Groups are common to more than one Cloud Service (**"Common User Groups"**). If Customer subscribes to more than one Cloud Service and, if a person is in any Common User Group, such person shall be counted as a User for each Cloud Service to which the Common User Group applies. As used in this definition, **"Owner"** means, in regard to any Project or Supplier Workspace with any value in the field titled "Project State," or any active Contract Workspace, the individual: (i) listed as "Owner" on the tab titled "Overview", (ii) included in the list of individuals under the group titled "Project Owner" on the team tab, or (iii) included in a Project Group (as an individual or as a member of another group) where such Project Group is assigned the role of "Project Owner". **"Contract Workspace"** includes any Sales Contract Workspace, Internal Contract Workspace, or Procurement Contract Workspace, but does not include any Sales Contract Request or Procurement Contract Request.

某些使用者群組為多項雲端服務所共用（以下稱「**共用使用者群組**」）。若客戶訂閱了多項雲端服務，且有人位於共用使用者群組中，則此人應計為共用使用者群組適用的每項雲端服務的使用者。如本定義中所用，就標題為「專案狀態」的欄位中有附值的專案或供應商工作區，或任何啟用的契約工作區而言，「**擁有人**」係指：(i) 標題為「概覽」的標籤上列為「擁有人」的個人；(ii) 包含在團隊標籤上標題為「專案擁有人」群組下個人清單中的個人；或 (iii) 包含於指定為「專案擁有人」角色的專案群組中的個人 (作為個人或其他團隊的個人)。「**契約工作區**」包括銷售契約工作區、內部契約工作區或採購契約工作區，但不包含銷售契約請求或採購契約請求。

USER GROUPS FOR CLOUD SERVICES
雲端服務的使用者群組

Ariba Sourcing Professional; Ariba Savings and Pipeline Tracking; Ariba Collaborative Sourcing; Ariba Collaborative Sourcing Professional	Ariba Contract Management Professional; Ariba Collaborative Sourcing; Ariba Collaborative Sourcing Professional	Ariba Supplier Information and Performance Management; Ariba Collaborative Sourcing; Ariba Collaborative Sourcing Professional
Commodity Manager 商品經理 Customer Administrator 客戶管理員 Event Administrator 事件管理員 Junior Sourcing Agent 初級採購代理人 Project Administrator 專案管理員 Project Mass Edit Administrator 專案大量編輯管理員 Sourcing Agent 採購代理人 Sourcing Approver 採購核准者	Contract Administrator 契約管理員 Contract Agent 契約代理人 Contract Manager 契約經理 Customer Administrator 客戶管理員 Internal Contract Administrator 內部契約管理員 Internal Contract Agent 內部契約代理人 Internal Contract Manager 內部契約經理 Project Administrator 專案管理員 Project Mass Edit Administrator 專案大量編輯管理員 Sales Contract Administrator 銷售契約管理員 Sales Contract Agent 銷售契約代理人 Sales Contract Manager 銷售契約經理 Procurement Manager 採購經理 Procurement Agent 採購代理人	Customer Administrator 客戶管理員 Project Administrator 專案管理員 Project Mass Edit Administrator 專案大量編輯管理員 SPM Agent SPM 代理人 Supplier/Customer Agent 供應商/客戶代理人 Supplier/Customer Manager 供應商/客戶經理

2. **ARIBA SPEND VISIBILITY PROFESSIONAL**
ARIBA SPEND VISIBILITY (專業版)

2.1 **Spend Data.** Spend Data shall be deemed included in the definition of Customer Data and subject to all the terms governing Customer Data in the Agreement, provided that, in the event of conflict between the terms of this Supplement and any other term of the Agreement, the terms of this Supplement shall control. Spend Data will be provided by Customer in the industry-standard format specified by SAP. Supplier Records will be provided by Customer with the data fields identified by SAP (for sole proprietors, Customer shall not provide any personal social security numbers and will submit federal tax "Employer Identification Numbers" instead). Further, SAP may supplement SAP's own list of suppliers used in the Data Enrichment process with the business identifier information (e.g. name, street address, city, state/province, zip/postal code, country, phone number, fax number, web site) from Supplier Records provided by Customer.

支出資料。支出資料應視為包含於客戶資料的定義中，並受本合約中規範客戶資料的所有條款約束，前提是，若本補充條款與本合約的任何其他條款相衝突，則以本補充條款內容為準。客戶應以 SAP 指定的業界標準格式提供支出資料。客戶應向供應商記錄提供由 SAP 識別之資料欄位（對於唯一的所有者，客戶不得提供任何個人社會安全號碼，但應提交聯邦稅收「員工身分識別號碼」）。SAP 另得採用客戶提供之供應商記錄中的業務身分識別資訊（例如：姓名、街道地址、城市、州/省、郵遞區號、國別、電話號碼、傳真號碼、網站）來補充資料增強過程中使用的 SAP 自身的供應商名單。

2.2 **Data License.**
資料授權

(a) All information provided to Customer by SAP (excluding the information Customer provides to SAP, which SAP later returns to Customer) (**"Database Information"**) is provided for Customer's internal commercial (non-consumer related) use only and may not be provided to third parties (excluding Contractors and authorized Affiliates). Customer will not use the Database Information 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.

SAP 提供給客戶的所有資訊（不包括客戶提供給 SAP 而 SAP 隨後又歸還予客戶的資訊）（以下稱「資料庫資訊」）僅出於客戶的內部商業（非消費者相關）用途提供，不得提供給第三方（承包商和授權關係企業除外）。客戶不會將資料庫資訊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。

(b) For purposes of this Supplement, **"Contractor(s)"** shall mean a third party that may access the Database Information on Customer's behalf and within a Customer-controlled environment, provided that such contractors use the Database Information in accordance with this Agreement. Customer is liable for any use or disclosure by any Contractor of Database Information which if done by Customer itself would be a breach of this Agreement. Customer may not resell or relicense the Database Information. All Database Information provided to Customer is proprietary information of SAP or its third party information providers (**"Providers"**). 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.

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資料庫資訊的第三方，前提是此承包商須根據本合約使用資料庫資訊。客戶須對承包商使用或披露資料庫資訊負責，客戶本身使用或披露資料庫資訊也將違反本合約。客戶不得轉售或再授權資料庫資訊。提供給客戶的所有資料庫資訊皆為 SAP 或其第三方資訊提供者的專屬資訊（以下稱「**提供者**」）。資料庫資訊是以「原狀」提供，不存在任何類型的保固，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固，且 SAP 建議客戶獨立驗證此資料庫資訊。SAP 及其提供者不應負責源於或以任何方式涉及資料庫資訊的任何損失。SAP 的提供者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。

2.3   Data Enrichment. Data enrichment will consist of an initial enrichment of up to twelve months of Customer's historic Spend Data followed by quarterly enrichment cycles of three months of current Spend Data (or, if Customer has subscribed to monthly refreshes, monthly enrichment cycles of one month of current Spend Data) each for the remainder of the Subscription Term, with the last enrichment cycle beginning no less than two months prior to end of the Subscription Term (or one month for monthly refreshes) (**"Data Enrichment"**). Data Enrichment cycles will only be initiated once all properly formatted files scheduled for Data Enrichment are received by SAP and spend totals validated by Customer. Customer may choose to utilize less frequent refreshes if desired, but fees shall remain unchanged. Data Enrichment will yield the results listed below. In the event any of the results listed below, are not achieved, Customer's sole and exclusive remedy, and SAP's sole responsibility, will be for SAP to re-perform the deficient portion of the Data Enrichment and extend the Subscription Term for Ariba Spend Visibility Professional by the number of days required for SAP to correct such deficiency.

資料增強。資料增強應包含長達十二個月客戶歷史支出資料的初步增強，接著是在訂閱期剩餘時間內對目前支出資料 (若客戶已訂閱月度重新整理，則對目前支出資料執行一個月的月度增強週期) 執行三個月的季度增強週期，最後一個增強週期始於訂閱期間結束前兩個月以上 (若為月度重新整理，則為一個月) (以下稱「**資料增強**」)。僅當 SAP 收到計劃用於資料增強的所有正確格式的檔案並由客戶驗證支出總額後，才會啟動資料增強週期。客戶可選擇利用頻度較低的重新整理 (如需要)，但費用應保持不變。資料增強將產出下表所列之結果。倘若無法達成下表所列之任何結果，則客戶的唯一與專屬糾正方法以及 SAP 的唯一責任是重新執行資料增強的缺陷部分，並將 Ariba Spend Visibility Professional 的訂閱期間延長 SAP 糾正此缺陷所需的天數。

(a)   Ariba Commodity and Supplier engine processing on 100% of provided Spend Data.
對於所提供 100% 支出資料的 Ariba Commodity and Supplier 引擎處理。

(b)   Commodity classifications: (i) Classification of a minimum of 90% of total Customer spend to UNSPSC, the Ariba Classification Taxonomy, and / or one custom taxonomy (maximum of six levels) designated by Customer. Minimum spend classified only applies to a custom taxonomy if all spend can be mapped to that taxonomy; (ii) 95% accuracy of SAP classifications when supported by data (Very High confidence); (iii) 90% accuracy of classifications when data does not support 95% accuracy (High confidence); and (iv) Accuracy defined as a correct classification at the lowest level of taxonomy supported by data.

商品分類：(i) 採用 UNSPSC、Ariba Classification Taxonomy 及/或客戶指定的一種自訂分類法 (最多六個級別) 對最少 90% 的總客戶支出分類。若所有支出都可對應到此分類法，則分類的最低支出僅適用於自訂分類法；(ii) 當資料支援時，提供 95% 的 SAP 分類準確度 (非常高的信任度)；(iii) 當資料不支援 95% 準確度時，提供 90% 的分類準確度 (高信任度)；以及 (iv) 準確度係指資料支援的分類法最低級別的正確分類。

(c)　　　Supplier Data Enrichment: (i) Supplier data enrichment of a minimum of 90% of supplier "parents" by spend including all "children" of those suppliers included within Spend Data; (ii) 95% accuracy of parentage for Supplier Records with name and address information (minimum of country and city) available; and (iii) 90% accuracy of parentage for Supplier Records when no country or city information provided.

供應商資料增強：(i) 最少 90% 的「父」供應商支出的供應商資料增強，包括支出資料內包括的「子」供應商的所有支出；(ii) 針對供應商記錄提供 95% 的準確度，提供姓名和地址資訊 (至少包含國家和城市)；以及 (iii) 當不提供國家或城市資訊時，針對供應商記錄提供 90% 的準確度。

1.   ADDITIONAL DEFINITIONS
附加定義

1.1   **"Child Site"** means an area within the Cloud Service accessible by Customer where all of the actual procurement transactions occur (requisitions, orders, invoicing, receiving, etc.). It is configured to support one of the SAP-supported enterprise resource planning (**"ERP"**) systems. For purposes of certain Procurement Packages the term *"Sites"* refers to Parent Site(s) and Child Site(s), collectively.

「**子站點**」係指客戶可存取之雲端服務內的區域，在此區域內發生所有實際採購交易 (請購單、訂購單、開立發票、接收等)。 其已設定為支援其中一個受 SAP 支援的企業資源規劃 (以下稱「**ERP**」) 系統。 特定採購套件所稱之「*站點*」，係指「父站點」及「子站點」之總稱。

1.2   **"Customer Supplier"** means a supplier from which Customer purchases goods or services for its own account, where Documents related to those purchases are routed through the Ariba Network as to such supplier's relationship with Customer; provided that any such supplier shall only be considered a Customer Supplier for so long as it remains in "Good Standing" on the Ariba Network (meaning that it has registered on the Ariba Network, completed its Ariba Network profile, and accepted terms of use for Ariba Network) and agrees to participate as a Customer Supplier.

「**客戶供應商**」係指為自己向客戶販售商品或服務之供應商，且該供應商與客戶間販售之相關文件乃經由 Ariba Network 傳送；惟該供應商須在 Ariba Network 上仍為「合格」(指其註冊於 Ariba Network、完成其 Ariba Network 設定檔，並接受 Ariba Network 使用條款)，並同意參與成為客戶供應商，始得視為客戶供應商。

1.3   **"Document(s)"** (abbreviation: **"DOC"**) means any one or more of the following types of documents (each, a **"Doc Type"**):

「**文件**」(縮寫：「**DOC**」) 係指下列其中一種或多種類型的文件 (以下均稱為「**文件類型**」)：

(a) any electronic document transmitted or received by or through the Ariba Network (excluding any electronic documents originating from any Fieldglass cloud service, Ariba Spot Buy Catalog, or the Spot Buy Feature), which (i) is an invoice (**"Invoice"**), (ii) is a purchase order (**"Purchase Order"**), (iii) requests, or indicates an intention to request, delivery of all or part of the total quantity of materials previously contracted for by Customer under an existing scheduling agreement (**"Scheduling Agreement Release"** or **"SAR"**), (iv) is a notice of services delivered to Customer (**"Service Sheet"**), (v) indicates a planned demand by Customer, or demand commitments by Customer's supplier, in advance of firmed demand transmitted through Purchase Orders ("**Forecast**"); (vi) is exchanged by and between Customer and Customer Supplier (**"Buyer Funded Doc"**); or (vii) is an RFQ for a specific sourcing project in a particular services or commodity category initiated by Customer for Customer's internal use and benefit and generated through Quote Automation ("**Automated RFQ**");

經由或透過 Ariba Network 而傳送或接收之任何電子文件（不包括來自 Fieldglass 雲端服務、Ariba Spot Buy Catalog 或 Spot Buy 功能之任何電子文件），其可為 (i) 發票（以下稱「**發票**」）；(ii) 採購單（以下稱「**採購單**」）；(iii) 要求（或指明要求之意圖）交付客戶先前依既存排程協議所約定材料總量的全部或一部分（以下稱「**排程協議釋出**」或「**SAR**」）；(iv) 交付予客戶之服務通知（以下稱「**服務單**」）；(v) 指明在透過採購單傳輸固定需求前由客戶提出之規劃需求，或由客戶供應商提出之需求承諾（以下稱「**預測**」）；或 (vi) 由客戶和客戶供應商交換或在該兩者間進行交換（以下稱「**Buyer Funded 文件**」）；或 (vii) 為了客戶內部使用和權益，由客戶在一特定服務或商品類別中啟動的特定採購專案，例如 RFQ，經由 Quote Automation 產生（以下稱「**自動化 RFQ**」）；

(b) any invoice, credit memo, and/or debit memo received by SAP (**"Memo"**);
SAP 接收的任何發票、貸項通知單及/或借項通知單（以下稱「**通知單**」）；

(c) any Invoice, Purchase Order, Service Sheet, and/or SARs exchanged by and between Customer and any supplier enabled on the Ariba Network by SAP pursuant to Customer's subscription to Supplier Enablement (when subscribed to as a standalone Cloud Service or as part of a subscription to Ariba Network Membership) (**"SE Doc"**);
由客戶與任何供應商（由 SAP 根據客戶就 Supplier Enablement 之訂閱而加入 Ariba Network 者）交換或在該兩者間交換的任何發票、採購單、服務單和/或 SAR（若以獨立之雲端服務予以訂閱，或視同 Ariba Network 會員身分訂閱的一部分而訂閱）（以下稱「**SE 文件**」）；

The applicable Doc Type(s) for each Cloud Service are identified in the table below. Certain Doc Types are common to more than one Cloud Service (**"Common Doc Type"**). If Customer subscribes to more than one Cloud Service and, if a Doc Type is a Common Doc Type, then unless explicitly stated otherwise in this Attachment, a single Document shall be counted as a Document for each SAP Cloud Service to which the Common Doc Type applies.

下表指定每項雲端服務適用之文件類型。特定文件類型為多項雲端服務所共用（以下稱「**共用文件類型**」）。若客戶訂閱多項雲端服務，且文件類型為共用文件類型時，則除本附件另行明確說明之情形外，單一文件應計為共用文件類型適用的每項 SAP 雲端服務文件。

DOC TYPES FOR CLOUD SERVICES
雲端服務的文件類型

Ariba Document Automation	Ariba Collaborative Finance	Ariba Collaborative Commerce Document Automation	Ariba Advanced Supply Chain Automation	Ariba Contracts & Services Invoicing
Invoices^ 發票^ Purchase Orders 採購單 Service Sheets 服務單 Automated RFQ 自動化 RFQ SARs* SAR*	Invoices^ 發票^ Purchase Orders 採購單 Service Sheets 服務單 SARs* SAR*	Invoices^ 發票^ Purchase Orders 採購單 Service Sheets 服務單 SARs* SAR*	Purchase Orders 採購單 SARs SAR Forecast 預測	Invoices^ 發票^ Purchase Orders 採購單 Service Sheets 服務單

Ariba Procure-to-Order ("P2O") Ariba Procure-to-Order (「P2O」) (including P2O Partner Edition) (含 P2O Partner Edition)	Ariba Procure-to-Order Federated Process Control ("P2O FPC") Ariba Procure-to-Order Federated Process Control (「P2O FPC」) (including P2O FPC Partner Ed.) (含 P2O FPC Partner Ed.)	Ariba Procure-to-Pay ("P2P") Ariba Procure-to-Pay (「P2P」) (including P2P Partner Edition) (含 P2P Partner Edition)	Ariba Procure-to-Pay Federated Process Control ("P2P FPC") Ariba Procure-to-Pay Federated Process Control (「P2P FPC」) (including P2P FPC-Partner Ed.) (含 P2P FPC-Partner Ed.)	Ariba Invoice Professional
Purchase Orders 採購單	Purchase Orders 採購單	Invoices^ 發票^ Purchase Orders 採購單	Invoices^ 發票^ Purchase Orders 採購單	Invoices^ 發票^
Ariba Invoice Conversion Services ("ICS") Ariba Invoice Conversion Services (「ICS」)	Ariba Open Invoice Conversion Services ("Open ICS") Ariba Open Invoice Conversion Services (「Open ICS」)	Ariba Supplier Enablement	Ariba Buyer-Funded SMP Fee Program	Ariba Network Tax Invoicing
Memos 通知單	Memos 通知單	SE Docs SE 文件	Buyer Funded Doc Buyer Funded 文件	Invoices^ 發票^

^ Cloud Services that provide invoicing functions may not provide functionality for tax invoices in all countries. SAP makes no representation that Invoices will be tax compliant or compliant with regional e-invoicing requirements.

^提供開立發票功能的雲端服務，可能不在所有國家提供稅務發票的功能。SAP 概不承諾發票必然遵從稅收要求或符合地區電子發票要求。

*a coterminous subscription to Ariba Advanced Supply Chain Automation is required in order to access and utilize the SAR Doc Type with this Cloud Service.

*若要透過此雲端服務存取並利用 SAR 文件類型，必須在同一期間內訂閱 Ariba Advanced Supply Chain Automation。

1.4 **"Parent Site"** is an area within the Cloud Service accessible by Customer that functions as a control center to define enterprise-wide procurement policies (i.e. approval rules, system parameters, customizations), manage catalog content, and consolidate master data that is shared across Customer's enterprise. The Parent Site publishes these policy, content, and data components which are ultimately consumed by Child Sites, if any, that subscribe to the information being published. For purposes of certain Procurement Packages the term "Sites" refers to Parent Site(s) and Child Site(s), collectively.

「父站點」 是雲端服務內客戶可存取的一個區域，可作為控制中心來定義企業範圍內的採購原則（例如：核准規則、系統參數、自訂）、管理目錄內容以及整合客戶企業內共用的主要資料。 父站點發佈這些原則、內容和資料元件，這些原則、內容和資料元件最終由訂閱所發佈資訊的子站點(若有)消耗。 特定採購套件所稱之「站點」，係指「父站點」及「子站點」之總稱。

1.5 **"NTS Fee"** (also called the Network Transaction Service fee or **"SMP Fee"**) means the per-transaction fee SAP charges some suppliers relating to invoices a supplier routes over the Ariba Network as to its transactions with a buyer (excluding any taxes paid by such suppliers, any refunds SAP pays to such suppliers relating to such fees, and/or any applicable supplier fees relating to Ariba Discovery).

「NTS 費用」（亦稱為網路交易費或「SMP 費用」）係指供應商經由 Ariba Network 與消費者進行交易時，SAP 就每一筆交易向部分供應商收取之費用（不包括該供應商所支付之稅額、SAP 就該費用對供應商之退費以及與 Ariba Discovery 相關之供應商費用）。

1.6 **"SL Fee"** means an annual subscription fee charged to a supplier for certain packages of Ariba Network capabilities (excluding any taxes paid by such suppliers, any refunds SAP pays to such suppliers relating to such fees, and/or any applicable supplier fees relating to Ariba Discovery).

「SL 費用」係指就特定 Ariba Network 套件功能，向供應商收取的年度訂閱費（不包括該供應商所支付之稅額、SAP 就該費用對供應商之退費以及與 Ariba Discovery 相關之供應商費用）。

1.7 **"Spend"** (abbreviation: **"SPD"**) has different meanings depending upon the specific Cloud Service to which it is applied:

「支出」(縮寫：「SPD」) 根據其適用的特定雲端服務，具有不同的含意：

(a) For each Procurement Package: the total monetary amount of all Purchase Orders processed by Customer through the Procurement Package in the applicable Subscription Period; provided that such total would exclude the monetary amount of transactions originating from any Fieldglass cloud service and/or the Spot Buy Feature during such Subscription Period. Customer must enter all monetary amounts associated with each such transaction in the applicable fields designed to capture such monetary amount;

針對每項採購套件：客戶於適用訂閱週期內，透過採購套件處理之所有採購單的總貨幣金額；惟該總金額應排除在該訂閱週期內，透過任何 Fieldglass 雲端服務和/或 Spot Buy 功能產生之貨幣金額。客戶必須在專用於擷取此貨幣金額的適用欄位中輸入與此各項交易關聯的所有貨幣金額；

(b) For Ariba Procurement Content and Ariba Collaborative Commerce: the total monetary amount of Customer's transactions in the applicable Subscription Period captured through the Ariba Procurement Content Cloud Service's "submitted shopping cart" message protocol. Customer must enter all monetary amounts associated with each such transaction in the applicable field designed to capture such monetary amount; and

針對 Ariba Procurement Content 和 Ariba Collaborative Commerce：在適用的訂閱週期內，客戶交易之總貨幣金額係透過 Ariba Procurement Content 雲端服務的「已提交購物車」訊息協定中擷取。客戶必須在專用於擷取此貨幣金額的適用欄位中輸入與此各項交易關聯的所有貨幣金額；以及

(c) For Ariba Advanced Supply Chain Automation: 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 any Purchase Orders, SARs and/or Forecasts transmitted or received by or through the Ariba Network using the Ariba Document Automation Service or Ariba Collaborative Commerce Document Automation Service and Advanced Supply Chain Automation. Customer must enter all monetary amounts associated with each such transaction in the applicable field designed to capture such monetary amount.

針對 Ariba Advanced Supply Chain Automation：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：使用 Ariba Document Automation 服務或 Ariba Collaborative Commerce Document Automation 服務與 Advanced Supply Chain Automation，並經由或透過 Ariba Network 而傳送或接收之採購單、SAR 和/或預測。 客戶必須在專用於擷取此貨幣金額的適用欄位中輸入與此各項交易關聯的所有貨幣金額。

2. ARIBA SPOT BUY CATALOG
ARIBA SPOT BUY CATALOG

If Customer has subscribed to the Ariba Spot Buy Catalog Cloud Service, Customer may use such Cloud Service to transact with various suppliers participating in the Ariba Spot Buy Program, a program provided by SAP at no additional charge, as further described in the program materials made available at https://connect.ariba.com/AribaSpotBuy (the **"Program Site"**). In utilizing the Ariba Spot Buy Catalog Cloud Service, Customer agrees to participate in the Ariba Spot Buy Program in accordance with the terms of the Program Site.

若客戶已訂閱 Ariba Spot Buy Catalog 雲端服務，客戶得於 SAP 免費提供之 Ariba Spot Buy 計畫中使用雲端服務，和不同供應商進行交易，其進一步詳細內容如計畫資料所述（請參閱：https://connect.ariba.com/AribaSpotBuy）(以下稱「**計畫網站**」)。若客戶使用 Ariba Spot Buy Catalog 雲端服務，便應同意根據計畫網站之條款參與 Ariba Spot Buy 計畫。

3. ARIBA PROCUREMENT PACKAGES
Ariba 採購套件

3.1 Ariba Network Access. The Cloud Services known as Ariba Procure-to-Pay, Ariba Procure-to-Pay-Partner Edition, Ariba Procure-to-Pay Federated Process Control, Ariba Procure-to-Pay Federated Process Control-Partner Ed., Ariba Procure-to-Order, Ariba Procure-to-Order-Partner Edition, Ariba Procure-to-Order Federated Process Control, and Ariba Procure-to-Order Federated Process Control-Partner Ed. (each a **"Procurement Package"**) include an established connection to the Ariba Network. The ability to transact Documents over the Ariba Network via any given Procurement Package requires, as a prerequisite, an active, paid and co-terminus subscription to Ariba Document Automation or Ariba Collaborative Commerce Document Automation. For clarity, the number of Documents transacted over the Ariba Network in any given Subscription Period via a Procurement Package, shall count against Customer's Usage Metric volume for Ariba Document Automation or Ariba Collaborative Commerce Document Automation.

Ariba Network 存取。雲端服務若為 Ariba Procure-to-Pay、Ariba Procure-to-Pay-Partner Edition、Ariba Procure-to-Pay Federated Process Control、Ariba Procure-to-Pay Federated Process Control-Partner Ed.、Ariba Procure-to-Order、Ariba Procure-to-Order-Partner Edition、Ariba Procure-to-Order Federated Process Control 和 Ariba Procure-to-Order Federated Process Control-Partner Ed.(以下均稱為「**採購套件**」)，皆包括對 Ariba Network 已建立的連線。欲在 Ariba Network 透過任何特定之採購套件交易文件，其先決條件為必須針對 Ariba Document Automation 或 Ariba Collaborative Commerce Document Automation 取得一有效、已付款、屆滿期限相同之訂閱。 為免疑義，如在 Ariba Network 於任何特定之訂閱週期內透過採購套件交易文件，則其文件數應計入客戶就 Ariba Document Automation 或 Ariba Collaborative Commerce Document Automation 之使用度量數量。

3.2   Spot Buy Feature. The Ariba Spot Buy Program (as described above) is an optional feature made available to Customer within certain Procurement Packages for use by Customer in conjunction with Customer's subscription to such Procurement Package(s), at no additional fee (the **"Spot Buy Feature"**). If Customer elects to utilize the Spot Buy Feature, Customer agrees to participate in the Ariba Spot Buy Program in accordance with the terms of the Program Site.

     Spot Buy Feature。Ariba Spot Buy 計畫（如上所述）乃是供客戶於特定採購套件內使用之選用功能，客戶得結合其所訂閱之是類採購套件，免費使用本功能（以下稱「**Spot Buy 功能**」）。若客戶選擇利用 Spot Buy 功能，便應同意根據計畫網站之條款參與 Ariba Spot Buy 計畫。

3.3   Federated Process Control. Subject to the terms of the Agreement (including the applicable Usage Metrics set forth in the Order Form), Customer may access and use one (1) Parent Site and one (1) Child Site in conjunction with a subscription to any one of the following Procurement Packages: P2P FPC, P2O FPC, P2P FPC-Partner Ed., or P2O FPC Partner Ed. At any time prior to the expiration or earlier termination of Customer's subscription to any of the foregoing Procurement Packages, Customer may purchase a co-term subscription to additional Child Sites for such Procurement Package at SAP's then-current rates. If Customer elects to purchase such subscriptions, Customer must also purchase the corresponding Deployment Services for each additional Child Site for an additional fee.

     Federated Process Control。根據合約條款規定（包括「訂購單」述及之適用使用度量），客戶得搭配訂閱下列任一採購套件，存取和使用一（1）個父站點以及一（1）個子站點：P2P FPC、P2O FPC、P2P FPC-Partner Ed. 或 P2O FPC Partner Ed.客戶在前述任一採購套件之訂閱到期或提前終止前，得隨時依 SAP 當時費率，針對該採購套件購買屆滿期限相同之額外子站點訂閱。若客戶選擇購買此類訂閱，則亦必須額外付費為每個額外子站點購買對應之部署服務。

4.   ARIBA ADVANCED SUPPLY CHAIN AUTOMATION
     ARIBA ADVANCED SUPPLY CHAIN AUTOMATION

Ariba Advanced Supply Chain Automation is designed to provide add-on features and functionalities that supplement and leverage the technology features of Ariba Document Automation and/or Ariba Collaborative Commerce Document Automation (as further described in the Documentation) and accordingly, requires an active, paid, and coterminous subscription to Ariba Document Automation and/or Ariba Collaborative Commerce Document Automation. Notwithstanding anything to the contrary in this Supplement, Advanced Supply Chain Automation includes transaction capabilities for an unlimited number of Documents originating from such Cloud Service during the Subscription Term.

Ariba Advanced Supply Chain Automation 旨在提供附加功能，而該附加功能可補充及運用 Ariba Document Automation 和/或 Ariba Collaborative Commerce Document Automation 之技術功能（如說明文件所述）。基此，Ariba Advanced Supply Chain Automation 便需要對 Ariba Document Automation 和/或 Ariba Collaborative Commerce Document Automation 取得有效、已付款、屆滿期限相同之訂閱。即使本補充條款中有任何相反規定，Advanced Supply Chain Automation 仍可讓客戶於訂閱期間內交易是類雲端服務中不限數量的文件。

5. **ARIBA DOCUMENT AUTOMATION/ARIBA COLLABORATIVE COMMERCE DOCUMENT AUTOMATION**
ARIBA DOCUMENT AUTOMATION/ARIBA COLLABORATIVE COMMERCE DOCUMENT AUTOMATION

5.1 **Usage Metric.** During each Subscription Period of the Subscription Term, Customer may transact up to the number of Documents set forth under "Usage Metrics" in the Order Form over the Ariba Network using Ariba Document Automation or Ariba Collaborative Commerce Document Automation, and any other SAP Cloud Service to which Customer has separately subscribed to that includes a connection to the Ariba Network (other than Advanced Supply Chain Automation). For clarity, the number of Documents stated as the Usage Metric for Ariba Document Automation or Ariba Collaborative Commerce Document Automation is a cumulative number applicable to all Documents (excluding any SARs and/or Forecasts processed through the Advanced Supply Chain Automation Cloud Service, if any) transacted by Customer over the Ariba Network using any Cloud Service (other than Advanced Supply Chain Automation) during each Subscription Period of the applicable Subscription Term. For clarity and avoidance of doubt, the Cloud Service known as Advanced Supply Chain Automation includes transaction capabilities for an unlimited number of Documents originated by such Cloud Service during the Subscription Term.

使用度量。於訂閱期間的各訂閱週期內,客戶得在 Ariba Network 中使用 Ariba Document Automation 或 Ariba Collaborative Commerce Document Automation,以及客戶另行訂閱之任何其他 SAP 雲端服務 (但不包含 Advanced Supply Chain Automation,且該訂閱包含對 Ariba Network 之連結),依本訂購單中「使用度量」所定之文件數量上限進行交易。為免疑義,就 Ariba Document Automation 或 Ariba Collaborative Commerce Document Automation 載明為使用度量之文件數,乃是客戶於適用訂閱期間的各訂閱週期內,在 Ariba Network 上使用任何雲端服務 (但不包含 Advanced Supply Chain Automation) 交易文件 (若有的話,是類文件不包含透過 Advanced Supply Chain Automation 雲端服務處理的任何 SAR 或預測)。為釐清並免除疑義,雲端服務若為 Advanced Supply Chain Automation,則可於訂閱期間內交易是類雲端服務中不限數量的文件。

5.2 **Ariba e-Archiving.**
Ariba e-Archiving

(a) Ariba e-Archiving is an optional feature within Ariba Document Automation available for use at no additional fee (except as expressly stated otherwise below) that allows for the archiving of Invoices originating from any one of the supported countries listed in the Documentation (as updated by SAP from time to time) (each a "**Supported Country**") during the specified retention period for such Supported Country ("**Mandatory Retention Period**"). SAP makes no representation that Invoices archived via the e-archiving feature of Ariba Document Automation will be compliant with all regional requirements (including any exceptions thereto) applicable to the electronic archiving of Invoices in a Supported Country. Customer is solely responsible for determining the suitability of the e-Archiving feature for Customer's business and complying with any regulations, laws, or conventions applicable to the archiving of Invoices and Customer's use of the feature.

除以下另有明確規定外,Ariba e-Archiving 乃是供客戶於 Ariba Document Automation 中免費使用之選用功能,可針對來自說明文件 (由 SAP 隨時發佈更新內容) 所列之任何一個支援國家 (以下均稱為「**支援國家**」),於該支援國家的特定保留期間 (以下均稱為「**強制保留期間**」) 內,就其發票進行歸檔作業。SAP 概不承諾透過 Ariba Document Automation 電子歸檔功能完成歸檔的發票,均符合支援國家中發票電子歸檔所適用之地區要求 (包含所有例外規定)。客戶僅負責確定電子歸檔功能對於客戶業務的適應性和遵守適用於發票歸檔及客戶使用該功能之任何法律、法規或慣例。

(b)   If Customer elects to utilize the optional Ariba e-Archiving feature, Customer agrees that, by default, any Invoice received by Customer from a Supported Country during the Subscription Term will be archived for the duration of the applicable Mandatory Retention Period (unless explicitly stated otherwise). Prior to the expiration or earlier termination of Customer's subscription to Ariba Document Automation, and within the applicable Mandatory Retention Period, Customer may: (i) retrieve it's archived Invoice data using the then-current functionality of the Cloud Service; (ii) request from SAP a copy of its archived Invoice data on separate storage media (e. g. DVD), subject to an additional fee based upon SAP's then-current rates and the nature and volume of the data to be extracted; or (iii) request, in writing, that all of its archived Invoice data (or a specifically defined subset thereof), be permanently deleted by SAP from the archive production system. The return or deletion of any archived Invoice data by SAP in accordance with the foregoing subsections (ii) and/or (iii), shall discharge SAP from its obligation to retain such data until the end of the Mandatory Retention Period.   Customer's archived Invoices will be permanently deleted after the expiration or termination of the Subscription Term (and in any event at the end of the Mandatory Retention Period) without prior notice and cannot thereafter be restored by SAP or its third party service providers.   For clarity and avoidance of doubt, in no event will any archived Invoices be available to Customer beyond the date of expiration or termination of the Subscription Term.

若客戶選擇利用選用的 Ariba 電子歸檔功能,則除另有明文規定外,客戶同意其於訂閱期間自支援國家所收到的任何發票,依預設均應依適用之強制保留期限予以歸檔。客戶對 Ariba Document Automation 之訂閱到期或提前終止前,若仍在適用之強制保留期間內,則客戶得:(i) 擷取其使用現有雲端服務功能的歸檔發票資料;(ii) 要求 SAP 以單獨儲存媒體 (例如:DVD) 其歸檔發票資料的副本,但應依 SAP 當時費率及要擷取的資料性質與數量,支付額外費用;或 (iii) 以書面要求 SAP 自歸檔生產系統永久刪除其所有歸檔的發票資料 (或特別定義的子集)。一旦 SAP 根據前述第 (ii) 款和/或第 (iii) 款返還或刪除任何歸檔的發票資料,即應解除其在強制保留期間前保留是類資料之義務。   客戶的歸檔發票應於訂閱期間到期或終止後永久刪除,無須事先通知,也不得由 SAP 或其第三方服務供應商繼續保留,保留期間結束時亦然。為釐清並免除疑義,訂閱期間到期或終止後,客戶將無法再使用任何歸檔的發票。

5.3   Quote Automation. Quote Automation is an optional feature within Ariba Document Automation that may be available for use by Customer in conjunction with Customer's subscription to Ariba Document Automation. Quote Automation includes limited access to the Ariba Network and the Ariba Discovery Cloud Services. If Quote Automation is available to Customer and Customer elects to utilize Quote Automation, then Customer's access to, and use of, those Cloud Services is limited to only such access and use necessary to fully utilize Quote Automation, as further described in the Documentation (unless, and to the extent that, Customer has separately subscribed to those other Cloud Services). Further, in order to utilize Quote Automation, Customer must register on the Ariba Discovery network (part of the Ariba Network) and accept the Ariba Discovery Terms of Use in regards to functions of Quote Automation performed on the Ariba Discovery site. Notwithstanding anything to the contrary in the Agreement, the Ariba Discovery Terms of Use shall take precedence over any conflicting terms in the Agreement in regards to the Ariba Discovery site. SAP will provide the Ariba Discovery Terms of Use upon request.

Quote Automation。 Quote Automation 是 Ariba Document Automation 中的選用功能,可供客戶搭配 Ariba Document Automation 訂閱一併使用。Quote Automation 包括 Ariba Network 和 Ariba Discovery Cloud Services 的有限存取。若客戶已選擇使用開放提供的 Quote Automation,則客戶對這些雲端服務之存取和使用,僅限於充分利用 Quote Automation 功能所需之存取和使用,如文件中所述 (除非客戶已單獨訂閱這些其他雲端服務)。此外若要使用 Quote Automation,客戶必須在 Ariba Discovery network (Ariba Network 的一部分) 上註冊,並就 Ariba Discovery 站點上執行之 Quote Automation 功能,同意其相關 Ariba Discovery 使用條款。縱使本合約有任何相反規定,Ariba Discovery 使用條款仍應優先於本合約中有關 Ariba Discovery 站點之衝突條款。一經請求,SAP 即應提供 Ariba Discovery 使用條款。

6.   ARIBA-BUYER FUNDED SMP FEE PROGRAM
ARIBA-BUYER FUNDED SMP FEE PROGRAM

During the Subscription Term, SAP shall not charge any NTS Fees or SL Fees to Customer Suppliers arising from transactions between Customer and Customer Suppliers, provided that Customer remains current on all outstanding invoices owed to SAP; and the number of Documents transacted between Customer and Customer Supplier(s) does not exceed the Usage Metric limit set forth in the Order Form.

於訂閱期內，SAP 不得因客戶與客戶供應商之間的交易而向客戶供應商收取任何 NTS 費用或 SL 費用，前提是客戶對 SAP 有未付款發票，以及客戶與客戶供應商間交易之文件數量，未超過本訂購單所定之使用度量限制。

6.1   Governing Contractual Terms. All regular terms apply to Ariba Network usage by Customer Suppliers. Customer's subscription to the Ariba-Buyer Funded SMP Fee Program does not:

準據契約條款。所有一般條款皆適用客戶供應商對 Ariba 網路之使用。客戶對 Ariba-Buyer Funded SMP Fee Program 之訂閱並不成立下列關係：

(a)   create any contractual relationship between SAP and Customer Supplier(s); or

於 SAP 和客戶供應商間建立任何合約關係；或

(b)   create any contractual relationship between Customer and SAP in regard to any transactions in which Customer might engage on or through the Ariba Network in Customer's role as a supplier on the Ariba Network.

客戶因任何交易內容而必須在 Ariba Network 上或經由 Ariba Network 作為供應商之角色時，於客戶與 SAP 間建立任何合約關係。

6.2   Regulated Entities. Certain governmental, public and/or regulated entities (each, a **"Regulated Entity"**) may be subject to laws and regulations that prohibit requiring their trading partners to pay a transactional fee to a third party in order to be able to transact with such a Regulated Entity. If Customer is a Regulated Entity, it shall only be permitted to transact over the Ariba Network with Customer Suppliers via the Ariba-Buyer Funded SMP Fee Program, as set forth herein. If Customer is not a Regulated Entity, it shall notify SAP in advance of its desire to have a particular Customer Suppler participate in the Ariba-Buyer Funded SMP Fee Program and any other Customer Suppliers will be charged NTS Fees and SL Fees as each accrues in due course. Customer is solely responsible for determining its status as a Regulated Entity and the suitability of the Cloud Service for Customer's business, and complying with any regulations, laws, or conventions applicable to Customer and Customer's use of any Cloud Service.

受規範之實體。特定政府、公眾及/或受規範之實體（以下均稱為**「受規範之實體」**）可能須受到禁止要求其貿易合作夥伴支付交易費予第三方之法令規範，方可與該受規範之實體進行交易。若客戶屬於受規範之實體，其僅可透過如本補充條款所述之 Ariba-Buyer Funded SMP Fee Program，經由 Ariba Network 與客戶供應商進行交易。若客戶非屬受規範之實體，則應事前將其欲使特定之客戶供應商參與 Ariba-Buyer Funded SMP Fee Program 一事知會 SAP，而任何其他客戶供應商將會被計收 NTS 費用及 SL 費用，而各該費用應於適當時期辦理計收。客戶僅負責確定其是否屬於受規範之實體和雲端服務對於客戶業務的適應性，以及遵守適用於客戶和其使用任何雲端服務之任何法律、法規或慣例。

6.3   Confidentiality. If Customer discloses the terms of this financial arrangement to any third party (excluding the impacted Customer Suppliers participating), SAP may, in its sole discretion, terminate Customer's subscription to the Ariba-Buyer Funded SMP Fee Program (**"Early Cancellation"**). SAP's sole responsibility in the event of an Early Cancellation shall be a refund of any pre-paid, unused fees attributable to the Ariba-Buyer Funded SMP Fee Program attributable to the period after the effective date of the Early Cancellation.

機密性。若客戶向第三方揭露本財務協議之條款（受影響之客戶供應商除外），SAP 得自行終止客戶對 Ariba-Buyer Funded SMP Fee Program 之訂閱（以下稱**「提前取消」**）。提前取消時，SAP 須擔負之唯一責任為退還於提前取消之生效日後，就 Ariba-Buyer Funded SMP Fee Program 所預付且未使用的款項。

Attachment 3:
附件 3：
<u>Ariba Strategic Payables Terms</u>
<u>Ariba Strategic Payables 條款</u>

The product-specific terms and conditions for Ariba Strategic Payables are located in "Attachment 3: Ariba Strategic Payables Terms" (the "**Payables Supplement**"), and are incorporated into, and made part of, this Supplement. The Payables Supplement, and any modifications to the Agreement made therein, apply solely to Ariba Strategic Payables and not to any other SAP Cloud Service.

Ariba Strategic Payables 之產品特定條款與條件，載於「附件 3：Ariba Strategic Payables 條款」(以下稱「**應 負帳款補充條款**」)，且已併入作為本補充條款之一部分。 本應付帳款補充條款及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。

Attachment 4:
附件 4：
SAP Supplier InfoNet Terms
SAP Supplier InfoNet 條款

1.   ADDITIONAL DEFINITIONS
附加定義

1.1   "**Customer Content**" means certain business information (including transaction data) concerning Customer, its suppliers and/or sub tier suppliers that is delivered by Customer to SAP upon commencement of the Subscription Term via magnetic tape, cartridge, secured and encrypted flat file FTP, or other means mutually agreed upon in writing (such as, for example, Data Connections).

「**客戶內容**」係指客戶將自訂閱期限開始之日起透過磁帶、卡匣、經保護加密的一般檔案 FTP 或經雙方書面同意的其他方式（例如：資料連線）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（包括交易資料）。

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   "**Spend**" or "**Spend Data**" (abbreviation: "**SPD**") has different meanings depending upon the specific Cloud Service to which it is applied. For SAP Supplier InfoNet, "Spend" or "Spend Data" means the total monetary amount of transactions between Customer and its suppliers (including accounts payable, travel and expense, purchasing card data etc.) that is delivered to SAP as part of the Customer Content in each Subscription Period.

「**支出**」或「**支出資料**」（縮寫：「**SPD**」）根據其適用的特定雲端服務具有不同的含意。對於 SAP Supplier InfoNet，「支出」或「支出資料」係指客戶與其供應商之間交易的總貨幣金額（包括應付帳款、差旅費用或採購卡資料等），而這些乃是作為客戶內容之一部分而在各訂閱週期內交付給 SAP。

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

「**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 InfoNet，「使用者」係指客戶授權存取和/或使用 SAP Supplier InfoNet 的授權使用者。

2.   CURRENT PLATFORM
目前的平台

SAP Supplier InfoNet is currently hosted on systems operated by SAP SE or its Affiliate, and accordingly, support for SAP Supplier InfoNet shall be provided, and Customer Data shall be used and managed, in compliance with the operational guidelines and policies used by SAP SE in the operation of such systems.

SAP Supplier InfoNet 目前在 SAP SE 或其關係企業營運的系統上託管，故應就 SAP Supplier InfoNet 提供支援，且客戶資料之使用與管理，應遵守 SAP SE 營運是類系統所用的操作指南與政策。

3.   **MIGRATION**
      移轉

Ariba Inc. and/or SAP SE may, at either's sole option at any time during the Subscription Term, and at no additional charge to Customer, migrate SAP Supplier InfoNet (including Customer's data, access and usage thereof) from SAP SE hosted systems to Ariba, Inc. hosted systems. Immediately upon such migration, the operational guidelines, policies, and support terms applicable to Ariba-hosted systems shall take effect and shall supersede any conflicting language in the Agreement.

Ariba Inc. 及/或 SAP SE 可能在訂閱期間內任何時候單獨選擇，並在不向客戶額外收費的條件下將 SAP Supplier InfoNet (包括客戶的資料、存取和使用) 從 SAP SE 託管的系統移轉到 Ariba, Inc. 託管的系統。在此移轉後，適用於 Ariba 託管系統之操作指南、政策和支援條款應立即生效，並優先於本合約中的任何衝突內容。

4.   **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) 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。

5.   **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 other content from other SAP customers in order to create high level statistical reports related to SAP Supplier InfoNet so long as at least four (4) SAP customers (including Customer) have contributed to such report, and no individual customer contribution constitutes more than fifty percent (50%) of such report.

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 可匯總客戶內容與來自其他 SAP 客戶的其他內容，以建立與 SAP Supplier InfoNet 相關的高層次報告，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%)。

6.   GRANT OF LICENSE.
授權之授予

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) use, reproduce, display, distribute, perform, disclose, and create derivative works of Customer Content to create SAP Aggregated Content (defined below), and (ii) 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 containing 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).

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) 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（定義如下）；以及 (ii) 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含客戶內容之 SAP 彙總內容及將其製成衍生成品 (包括轉授權上述任何權利的權利)。

7.   DATA ENRICHMENT
資料增強

SAP will use Customer Content in combination with SAP's pre-existing customer/partner/vendor/third-party content (including, but not limited to, customer survey responses, customer performance measures and/or publicly sourced information) (collectively, "**SAP Content**") in order to create aggregated content ("**SAP Aggregated Content**"). Customer Content will subsequently be enriched by SAP via mapping to SAP Aggregated Content using SAP's proprietary software, applications, business models and information matching, cleansing and harmonization tools. SAP will not distribute the Customer Content in its unmodified form. Unless required by law or approved by Customer, SAP will not identify Customer as the provider of the Customer Content. 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 4 and any other term of the Agreement, the terms of this Attachment 4 shall control.

SAP 會將客戶內容與 SAP 預先存在的客戶/合作夥伴/供應商/第三方內容（包括但不限於客戶調查回應、客戶效能測量及/或公開獲取的資訊，以下合稱「**SAP 內容**」）組合使用，以建立彙總內容（以下稱「**Ariba 彙總內容**」）。之後應由 SAP 使用專屬軟體、應用程式、業務模型和資訊比對、清理和協調工具，將客戶內容對應至 SAP 彙總內容，以進行增強。SAP 不會以未經修改的形式散佈客戶內容。除非法律要求或經客戶核准，否則 SAP 不會指明客戶為客戶內容的提供者。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 4 與本合約的任何其他條款相衝突，則以附件 4 內容為準。

8.   DATA LICENSE
資料授權

All information provided to Customer by SAP (excluding the information Customer provides to SAP, which SAP later returns to Customer) (**"Database Information"**) is provided for Customer's internal commercial (non-consumer related) use only and may not be provided to third parties (excluding Contractors and authorized Affiliates). Customer will not use the Database Information 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 Database Information on Customer's behalf and within a Customer-controlled environment, provided that such contractors use the Database Information in accordance with this Agreement. Customer is liable for any use or disclosure by any Contractor of Database Information which if done by Customer itself would be a breach of this Agreement. Customer may not resell or relicense the Database Information. All Database Information provided to Customer is proprietary information of SAP or its third party information providers (**"Providers"**). 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.

SAP 提供給客戶的所有資訊（不包括客戶提供給 SAP 而 SAP 隨後又歸還予客戶的資訊）（以下稱「**資料庫資訊**」）僅出於客戶的內部商業（非消費者相關）用途提供，不得提供給第三方（承包商和授權關係企業除外）。客戶不會將資料庫資訊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資料庫資訊的第三方，前提是此承包商須根據本合約使用資料庫資訊。客戶須對承包商使用或披露資料庫資訊負責，客戶本身使用或披露資料庫資訊也將違反本合約。客戶不得轉售或再授權資料庫資訊。提供給客戶的所有資料庫資訊皆為 SAP 或其第三方資訊提供者的專屬資訊（以下稱「**提供者**」）。資料庫資訊是以「原狀」提供，不存在任何類型的保固，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固，且 SAP 建議客戶獨立驗證此資料庫資訊。SAP 及其提供者不應負責源於或以任何方式涉及資料庫資訊的任何損失。SAP 的提供者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。

9.   DISCLAIMERS
免責聲明

9.1   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。

9.2   Certain content used in the Cloud Service was obtained from Data.gov. Data.gov and the United States Federal Government cannot vouch for the data or analyses derived from these data after the data have been retrieved from Data.gov

於雲端服務中使用的特定內容取自 Data.gov。從 Data.gov 擷取這些資料後，Data.gov 和美國聯邦政府無法為這些資料或衍生自這些資料的分析作擔保。

9.3   Customer may not be able to access through the Cloud Service certain Customer Content in the form originally supplied by Customer.

客戶可能無法透過雲端服務以客戶原始提供之形式存取特定客戶內容。