

**SAP Ariba Payables**  
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**Supplemental Terms and Conditions**  
**補充條款與條件**

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to the SAP Ariba Payables product(s) for which Customer is subscribed (the “**Cloud Service**”). It is referenced from and incorporated into the Supplemental Terms and Conditions for Ariba Cloud Services. Any documents referenced in this Supplement are available from SAP upon request.

本補充條款係 SAP 與客戶之間就 SAP 雲端服務所訂合約之一部分，僅適用於客戶訂閱之 SAP Ariba Payables 產品（以下簡稱「**雲端服務**」）。其參照自「Ariba Cloud Services 的補充條款與條件」並加以整合。SAP 將於接獲要求時，提供本補充條款所指之任何文件。

**1. CLOUD SERVICE.** SAP Ariba Payables is a Cloud Service comprised of a bundle of payment, discounting, and supply chain finance service elements (each a “**Component**”), provided by SAP to Customer on a subscription basis as a single package and described in the most current version of the Documentation. SAP’s provision of each of the Components is subject to Customer’s responsibilities and the Scope of Use as set forth in the Documentation.

**雲端服務。** SAP Ariba Payables 係 SAP 基於訂閱，以單一套件形式提供予客戶的一套雲端服務，其包括付款、折扣以及供應鏈財務服務項目之配套方案（以下均稱「**項目**」），並記載於最新版本的文件。SAP 佈建的每個項目，皆受文件所述之客戶責任與使用範圍所規範。

**2. USAGE METRICS**

**使用度量**

**2.1** The Usage Metric applicable to the Cloud Service is defined below.

使用度量適用於以下定義之雲端服務。

(a) “**Spend**” (“**SPD**”) for SAP Ariba Payables, means the total monetary amount of transactions processed by Customer through the Cloud Service in the applicable Subscription Period calculated by adding the total monetary amount of: (i) payment transactions executed during such Subscription Period between Customer and Customer’s suppliers processed by Customer through SAP Ariba Payables; plus (ii) the total spend targeted for payment terms analysis and discounting during such Subscription Period through the discounting Component that was not processed for payments during that Subscription Period; plus (iii) the total spend targeted for payment terms analysis using the supply chain finance Component during such Subscription Period that was not processed for payments or targeted for discounting during that Subscription Period.

對 SAP Ariba Payables 而言，「**支出**」（以下稱「**SPD**」）係指客戶在適用訂閱期間透過雲端服務處理之交易總金額，其計算方式係加總下列項目的總金額：(i) 客戶透過 SAP Ariba Payables 所處理之客戶與客戶供應商於此等訂閱期間所執行的付款交易；加上 (ii) 在此等訂閱期間透過折扣項目針對該訂閱期間尚未處理之付款進行付款條件分析與折扣之總支出；加上 (iii) 在此等訂閱期間透過供應鏈財務項目，針對該訂閱期間尚未處理之付款或針對折扣進行的付款條件分析之總支出。

### 3. ADDITIONAL TERMS

#### 其他條款

#### 3.1 Processing Services for Payment and Supply Chain Finance.

##### 處理付款與供應鏈財務服務

(a) Separate Provider. Processing services for payment and supply chain finance Components as defined below are provided by third party processors under separate agreements between Customer and those third parties. SAP is not responsible for the processing services, nor acts or omissions of the third party processors under the separate agreements. Customer agrees that any third party processor's use of Customer data is governed by the separate agreement and the third party processor's data use and data privacy policies. By using a Component provided by third party processors, Customer instructs SAP to transfer Data (including personal data) to the third party processor. SAP's obligations for the Cloud Service, exclusive of the processing services, are in accordance with the Agreement. SAP and the third party processors are under no obligation to assist with or resolve disputes between Customer and Customer's suppliers, with respect to payment and supply chain finance transactions.

個別供應商。根據客戶與第三方處理商訂立之個別合約，處理以下所定義由這些第三方處理商提供之付款與供應鏈財務項目服務。根據個別合約之規定，SAP 不負責處理服務以及這些第三方處理商之行為或疏忽。客戶同意任何第三方處理商使用客戶資料，皆須受到個別合約以及第三方處理商之資料使用與資料隱私權政策的規範。使用第三方處理商提供之項目，即代表客戶指示 SAP 傳輸資料（包括個人資料）給第三方處理商。遵循合約規定，SAP 針對雲端服務之責任義務排除處理服務。SAP 與第三方處理商概不承擔就付款與供應鏈財務交易，協助或排解客戶與客戶供應商間所產生爭議之責任義務。

##### (b) Payment Processing Services.

###### 付款處理服務

(i) For the payment Component, "processing services" consist of payment processing services to settle payments between Customer and Customer's suppliers, including every function of the payment Component 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. (ii) The payment Component is currently available only in (1) the United States and Puerto Rico (by *DFS Services LLC*); (2) Canada (by *Discover Financial Services (Canada) Inc.*) and (3) other jurisdictions specifically identified in the Documentation. (iii) Customer is responsible for providing accurate information in any payment instruction. (iv) SAP's role for the payment Component is to forward payment information from Customer to the payment processor and return status information to the Customer regarding the payments.

針對付款項目，「處理服務」包括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每種付款項目功能：處理或傳輸付款或資金、提供任何支付中介相關服務、銀行帳戶的借記和貸記、持有資金、處理支付、開立支票、持有帳號和/或另行擔任付款處理商。(Ii) 付款項目目前僅適用於以下國家或地區：(1) 美國和波多黎各（依 *DFS Services LLC*）；(2) 加拿大（依 *Discover Financial Services (Canada) Inc.*）和 (3) 文件中特別標識之其他司法管轄區。(Iii) 客戶須負責透過付款指示提供精確資訊。(iv) SAP 針對付款項目擔任之角色，係為將來自客戶的付款資訊轉寄給付款處理商，以及將付款相關狀態資訊傳回給客戶。

##### (c) Supply Chain Finance Processing Services.

###### 供應鏈財務處理服務

(i) For the supply chain finance Component, "processing services" consist of the portion of the supply chain finance Component enabling Customer to use third-party financing for its Suppliers through the Ariba Network to leverage the third party processor's platform. (ii) The supply chain finance Component is currently available only in European Economic Area, Switzerland, USA, Canada, Mexico, New Zealand, Australia, Singapore, Thailand, Hong Kong, Japan and South Africa and may only be used for transactions in and between those territories. SAP may provide updates to this list via the Documentation.

針對供應鏈財務項目，「處理服務」包括可讓客戶透過 Ariba Network 運用第三方處理商平台為其供應商使用第三方財務處理之供應鏈財務項目部分。(ii) 供應鏈財務項目目前僅適用於歐洲經濟區域、瑞士、美國、加拿大、墨西哥、紐西蘭、澳洲、新加坡、泰國、香港、日本和南非，且僅可使用於以上地域之間或境內發生之交易。SAP 得透過文件提供本清單之更新。

**3.2 Adding and Removing Components of SAP Ariba Payables.** SAP may add Components to this Cloud Service. Customer may use additional Components subject to the Documentation, the then-current product-specific terms and conditions for SAP Ariba Payables, and execution of terms and conditions with a third party processor (as applicable). SAP may remove a Component if SAP is not going to continue making the Component commercially available. If so, SAP will inform Customer at least six (6) months in advance of such change, subject to Section 3.4 of the General Terms and Conditions for SAP Cloud Services.

**新增與移除 SAP Ariba Payables 項目。**SAP 得新增項目之此雲端服務。客戶得在遵循文件、適用於 SAP Ariba Payables 之當前最新產品特定條款與條件，以及第三方處理商條款與條件之執行（若適用）等規範下，使用其他項目。若 SAP 日後不再以市售方式提供項目，SAP 得移除該項目。若發生此情形，SAP 會根據 SAP 雲端服務一般條款與條件第 3.4 條所載，在實行此類異動的至少六 (6) 個月前通知客戶。

**3.3 Export Law.** Customer agrees to not use the Cloud Service in any manner that may cause a violation by SAP, or any third party processor, of any U.S. economic sanctions, laws, regulations or orders.

**出口法律。**客戶同意不得以可能造成 SAP 或任何第三方處理商違反任何美國經濟制裁、法律、法規或命令之方式，使用雲端服務。

**3.4 Tax Treatment.** With respect to the fees payable by Customer for use of the payment Component, except for features for which payment to the payment processor directly is agreed to by Customer under the processor agreement, 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.

**稅務處理。**針對客戶使用付款項目（不包括客戶根據付款合約，同意直接付款給付款處理商之功能）應付之費用，客戶應就稅務目的視為 SAP 相關之付款人，儘管付款處理商或供應鏈財務處理商所提供的付款處理服務另有其他規定亦然。