SAP Cloud Platform
SAP Cloud Platform
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 Cloud Platform product(s) for which Customer is subscribed ("SAP Cloud Platform"). 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 雲端服務所訂協議之一部分，僅適用於客戶訂閱之 SAP Cloud Platform 產品 (以下簡稱「SAP Cloud Platform」)。SAP 將於接獲要求時，提供本補充條款所指之任何文件。

1. DEFINITIONS
名詞定義

1.1. "**Beta Functionality**" means functionality offered by SAP that is not generally available, not validated and not quality assured in accordance with SAP's standard processes.

「**Beta 版功能**」係指未普遍提供且未根據 SAP 標準流程驗證及保證品質的 SAP 功能。

1.2. "**Cloud Package**" means a defined set of Cloud Services that are subject to a single subscription fee and collectively deemed a Cloud Service, as identified in the SAP Cloud Platform Service Description Guide.

「**雲端套件**」係指 SAP Cloud Platform 服務說明指南中所述，需支付單次訂閱費用且統稱為「雲端服務」的明確定義之雲端服務集。

1.3. "**Content**" means any business logic, code, data models, configurations, user data, applications or other electronic materials created by Customer for Customer's or its Affiliates' use using Tools that are compatible with SAP software and SAP cloud services and that can be deployed on a Platform Cloud Service or a device.

「**內容**」係指任何業務邏輯、程式碼、資料模式、組態、使用者資料、應用程式或由客戶使用工具所建立供客戶或其關係企業使用、可與 SAP 軟體及 SAP 雲端服務相容並可在平台雲端服務或裝置上部署的其他電子資料。

1.4. "**Excluded Components**" means any component that is subject to an open-source, freeware or similar license that requires that any other software or services interacting with or hosted alongside such a component be:

「**已排除元件**」係指應受開放原始碼、免費軟體或類似授權所規範之任何元件，且要求其他任何與是類元件互動或託管之軟體或服務：

(a) disclosed or distributed in source code form,
以原始程式碼形式揭露或散佈；

(b) licensed to recipients for the purpose of making derivative works,
基於製作衍生作品之目的而為接收者之授權；

(c) licensed at no charge,
免費取得授權；

(d) prohibited for use for commercial purposes, or
禁止基於商業目的而使用；或

(e) otherwise encumbered in any manner.
另以任何方式受到阻礙。

1.5. "**Platform Applications**" means a set of related functionality deployed by Customer on a Platform Cloud Service. Platform Applications may be developed by Customer using Tools, by SAP, or by a third party for usage by multiple customers.

「**平台應用程式**」係指由客戶部署在平台雲端服務上的一組相關功能集。平台應用程式得由客戶使用工具、由 SAP 或第三方開發，以供多位客戶使用。

1.6. "**Platform Cloud Services**" means those Cloud Services on which Platform Applications can be built and deployed, as identified in the Services Description Guide.

「**平台雲端服務**」係指可在其中建立與部署平台應用程式的雲端服務 (如服務說明指南所載)。

1.7. "**Tools**" means integrated development environments (IDE), software development kits (SDK), applications, editors, application programming interfaces ("APIs"), templates, sample code, data integration connectors, and other similar developer software, documentation, quick start guides, and reference materials that are provided by SAP and utilized by Customer to create Content.

「工具」係指整合開發環境 (IDE)、軟體開發套件 (SDK)、應用程式、編輯、應用程式發展介面 (以下稱「API」)、範本、範例程式碼、資料整合連接器以及其他類似的開發人員軟體、說明文件、快速入門指南，以及由 SAP 提供並由客戶用於建立內容的參考資料。

1.8. "**User**" is a Usage Metric and means an individual authorized to access a Cloud Service.

「使用者」是一項使用度量，係指獲授權存取雲端服務的個人。

2. CLOUD SERVICE.
雲端服務。

SAP Cloud Platform is a collection of Cloud Services. Each Cloud Service is subject to the terms of the SAP Cloud Platform – Service Description Guide (the "**Service Description Guide**"), the terms of which are incorporated in the Supplement by reference and available at the following link: https://cloudplatform.sap.com/capabilities/service-description.html or from SAP upon request.

SAP Cloud Platform 係雲端服務的集合。所有雲端服務均受 SAP Cloud Platform – 服務說明指南 (以下簡稱「**服務說明指南**」) 所規範，該指南之條款透過參考併入本補充條款，並於下列連結提供：https://cloudplatform.sap.com/capabilities/service-description.html，或於要求時向 SAP 索取。

3. USAGE RESTRICTIONS
使用限制

3.1 Except as expressly permitted in the Agreement, Customer may not make Cloud Services or Platform Applications running on or embedding a Cloud Service available as part of a commercial software license or subscription, software-as-a-service, outsourcing, original equipment manufacturer (OEM), or similar commercial arrangement.

除非本協議已明確允許，否則客戶不得提供雲端服務上運作或內嵌其中之雲端服務或平台應用程式，作為商業軟體授權或訂閱、「軟體即服務」、原設備製造商 (OEM) 或類似商業安排的一部分。

3.2 A Cloud Service shall not access, directly or indirectly, a third-party database(s) licensed under a runtime license from SAP or its Affiliates or any of their respective resellers or distributors, except communication (including data transfers) via application level APIs between the Cloud Service and software applications running on such third party database.

雲端服務不得直接或間接存取 SAP、其關係企業或其任何個別轉售商或經銷商授予執行階段授權的任何第三方資料庫，但存取方式若為透過應用程式層級 API 進行之通訊 (包括進行資料傳輸)，且通訊雙方為本雲端服務與在前述第三方資料庫上運行的軟體應用程式，則不在此限。

4. PLATFORM CLOUD SERVICES
平台雲端服務

4.1 Platform Applications created by third parties not specifically for Customer must be reviewed or certified by SAP in accordance with SAP's program guidelines for partner applications before they are deployed on Platform Cloud Services.

在平台雲端服務上對第三方非專為客戶所建立之平台應用程式進行部署之前，必須先由 SAP 根據其事業夥伴應用程式計畫指南完成審查或認證。

4.2 Customer may not use, and may not authorize any Authorized Users to use, any Excluded Components in connection with the Platform Cloud Services.

客戶不得使用，也不得授權任何授權使用者使用與平台雲端服務相關的任何已排除元件。

4.3 Any Platform Application deployed on the Platform Cloud Services must include user-authentication functionality (either SAP, third party or customer-developed authentication) that sufficiently captures User access data to determine the number of Users accessing the Platform

Application. For purposes of Platform Cloud Services, Users include individuals authorized to access a Platform Application.

平台雲端服務上部署的任何平台應用程式均須包含使用者驗證功能 (SAP、第三方或客戶開發的驗證)，用以擷取足夠的使用者存取資料，以利於判斷存取平台雲端服務的使用者人數。基於平台雲端服務之目的，使用者包含獲得授權可存取平台應用程式之個人。

4.4 Cloud Services may include features that permit third-party code or tools to be downloaded/uploaded into Customer's Cloud Service account by (i) Customer or (ii) by SAP on behalf of and at the request of Customer from a non-SAP service for which Customer has a license, to facilitate the exchange of data or enable or improve other data processing activities. Such third-party code or tools are Customer Data. The code or tools may not be used to connect the Cloud Service or other software/cloud services to a third-party database licensed from SAP under a run-time license for use with specified SAP applications. Customer must license a full-use license from the applicable database vendor to use such code or tools to replicate data from such database into the Cloud Service.

雲端服務得包括允許 (i) 客戶，或 (ii) SAP 代表客戶或應客戶要求，從客戶擁有授權之非 SAP 服務下載/上傳第三方程式碼或工具功能至客戶雲端服務帳戶的功能，以便加速資料交換或啟用或改善其他資料處理作業。此等第三方程式碼或工具即為客戶資料。該程式碼或工具不得用來將雲端服務或其他軟體/雲端服務連接至由 SAP 依執行時期授權而提供授權的第三方資料庫，以與指定的 SAP 應用程式搭配使用。客戶如欲使用此等程式碼或工具將資料自第三方資料庫複製至雲端服務，必須向相關資料庫供應商取得完整使用授權。

4.5 Customer is responsible for ensuring that it is using a currently-supported version of the SAP database included with its Cloud Service subscription, if any. Customer is responsible for re-starting the database upon each upgrade.

客戶應負責確認其所使用的 SAP 資料庫版本就是其雲端服務訂閱中已納入的目前支援的版本。客戶應負責在每次升級時重新啟動資料庫。

5. CONTENT
內容

5.1 Customer will ensure that the Content will not unreasonably impair, degrade or reduce the performance or security of any SAP software, services, or related technology.

客戶應確保內容不會不合理地削弱、降低或削減 SAP 軟體、服務或相關技術的效能或安全。

5.2 Customer owns Content created by Customer under the Agreement subject to SAP's ownership of the Tools and Cloud Service.

在工具和雲端服務歸屬於 SAP 的條件下，客戶依本協議建立之任何內容歸屬於客戶。

5.3 In exchange for the right to develop Content under the Agreement, Customer covenants, on behalf of itself, successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights in Content, or any claims of any rights, against any SAP product, service, or future SAP development.

作為根據本協議開發內容的交換，客戶代表自身及繼受人和受讓人承諾，不會針對任何 SAP 產品、服務或未來 SAP 開發，對 SAP、SAP SE、其關係企業或授權人主張任何有關內容之權利或請求權。

5.4 SAP does not provide any maintenance or support for Platform Applications and Content under this Agreement.

依本協議規範，SAP 不會針對平台應用程式和內容提供任何維護或支援。

6. TOOLS
工具

6.1 SAP makes the Tools available to Customer solely for the purposes of designing, developing, testing, and demonstrating Content.

SAP 提供予客戶之工具，僅限於設計、開發、測試和展示內容。

6.2 SAP can make Tools available to Customer on the Platform Cloud Services or by means of download at https://tools.hana.ondemand.com or https://service.sap.com. The use of Tools is subject to Customer's acceptance of separate terms and conditions presented upon download/access to the Tools.

SAP 得於平台雲端服務上提供工具，或透過下列下載網址提供工具：https://tools.hana.ondemand.com 或

https://service.sap.com。客戶應於下載/存取工具時接受所顯示的個別條款與條件，方得使用該工具。

6.3 Service Level Agreements do not apply to Tools downloaded and utilized in Customer's local environment.

服務層級協議並不適用於在客戶本地環境下載與運用之工具。

7. AVAILABILITY
可用性

7.1 The Service Level Agreement for SAP Cloud Services applies to the Cloud Services, provided, however, the System Availability SLA for the Cloud Services is 99.9% per month. Any deviations from the 99.9% System Availability SLA or any aspect of the standard Service Level Agreement for SAP Cloud Services are noted in the applicable Cloud Service terms in the Service Description Guide.

SAP 雲端服務之服務層級協議應適用於雲端服務，惟該雲端服務之系統可用性服務層級協議為每月 99.9%。凡

不符 99.9% 系統可用度 SLA 或牴觸 SAP 雲端服務標準服務層級協議之任一部分，本服務說明指南中適用之

雲端服務條款均有註明。

7.2 Customer is responsible for ensuring that Platform Applications deployed on the Platform Cloud Services are fail safe and capable of automatically restoring their running state without any manual operator intervention in the event of Platform Cloud Services or Cloud Service restart.

客戶有責任確保平台雲端服務或雲端服務重新啟動時，平台雲端服務上部署的平台應用程式處於安全狀態並能夠

自動恢復執行狀態，而無需由操作員人工介入。

8. BETA FUNCTIONALITY
BETA 版功能

Beta Functionality is described as such in the Documentation or on the SAP Cloud Platform Cockpit. SAP may require Customer to accept additional terms to use Beta Functionality. SAP does not warrant or guarantee the correctness and completeness of the Beta Functionality, and Customer will use Beta Functionality at its own risk. SAP may discontinue providing Beta Functionality at any time. Service Level Agreements and Support obligations do not apply to Beta Functionality. No personal data may be processed using Beta Functionality.

Beta 版功能係依紀錄文件或 SAP Cloud Platform 控制台中所描述。SAP 得要求客戶接受附加條款，才能使用

Beta 版功能。SAP 對 Beta 版功能的準確性和完整性不提供任何保固或保證，且客戶應自負使用 Beta 版功能之風險。

SAP 得隨時終止提供 Beta 版功能。服務層級協議和支援義務均不適用於 Beta 版功能。您不得使用 Beta 版功能處

理任何個人資料。