

**SAP Commerce Cloud**  
**SAP Commerce Cloud**  
**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 Commerce Cloud product(s) (and the related services named in the Fees section of this Supplement) ("Cloud Service"). Any documents referenced in this Supplement are available 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 SAP Commerce Cloud 產品（與本補充條款於「費用」章節所定義之相關服務）（以下簡稱「雲端服務」）。客戶可向 SAP 索取補充條款所引用之任何文件。

**1. DEFINITIONS**

名詞定義

**1.1 Contract Year** means a period of twelve consecutive months beginning on the first day of the Subscription Term or its annual anniversary.

「契約年」係指自訂閱期間之首日起算的連續十二個月期間或其週年。

**1.2 End User** means an individual or business entity that accesses the Customer Cloud Service platform to view and/or purchase Customer goods or services.

「使用者」係指存取客戶雲端服務平台，以檢視及（或）購買客戶商品或服務之個人或企業實體。

**1.3 Gross Merchandize Value (GMV)** means Customer's and its Affiliates' total annual sales gross revenue for products or services that are purchased through Cloud Service platforms by End Users in a given Contract Year. Gross Merchandise Value shall exclude any shipping, handling and other costs charged to End Users. Any taxes, including VAT, along with any financing charges and interest for installments charged to End Users as part of any transaction shall also be excluded. Returns, refunds, cancellations, or credits granted by Customer or its Affiliates to End Users will not reduce the GMV amount.

「商品總金額」(GMV) 係指由於終端使用者在指定契約年內透過雲端服務平台購買產品或服務，客戶和其關係企業所得之年度銷售收入總額。商品總金額應排除對終端使用者收費之任何出貨、處理，及其他費用。任何稅項（包含增值稅），與任何交易中對終端使用者所收的一切財務費用及分期付款利息也應排除。退貨、退款、取消交易，或是由客戶或其關係企業授予終端使用者的扣抵額，皆不會降低商品總金額。

**1.4 Hosting Platform** means a hosted infrastructure to run the Cloud Service.

託管平台係指用以執行雲端服務的託管基礎設施。

**1.5 Orders** means the number of sales and service orders processed in a Contract Year by Customer and its Affiliates through the Cloud Service.

「訂單」係指客戶及其關係企業透過雲端服務，在契約年內處理的銷售及服務訂單數量。

**1.6 SAP Commerce Cloud Services Description** means the document describing the managed services provided by SAP as part of the Cloud Service located at <https://www.sap.com/about/agreements/policies/service-specifications.html> (and made available to Customer upon request).

「SAP Commerce 雲端服務說明書」係指用以說明雲端服務中 SAP 所提供之受管理服務的文件，您可至以下網址取得該文件：<https://www.sap.com/about/agreements/policies/service-specifications.html>（該文件會應要求提供給客戶）。

**2. CLOUD SERVICE**

雲端服務

**2.1 Editions.** The Cloud Service is available in two editions: Standard and Professional, plus additional add-on services. The Cloud Service software functionality delivered with the each

edition is specified in the SAP Commerce Technical and Functional Specifications document located at: <http://www.sap.com/about/agreements/policies/servicespecifications.html>.

版本。雲端服務有兩種版本：標準版和專業版，以及其他附加元件服務。各版本提供的雲端服務軟體功能載明於 SAP Commerce 技術與功能規格文件，您可至以下網址取得該文件：  
<http://www.sap.com/about/agreements/policies/servicespecifications.html>。

**2.2 Infrastructure Services.** The Cloud Service includes infrastructure services as described in the SAP Commerce Cloud Services Description.

基礎架構服務。雲端服務包含 SAP Commerce Cloud 服務說明所載之基礎架構服務。

**2.3 Infrastructure.** SAP Commerce Cloud includes the infrastructure resources set forth in the table below:

基礎設施。SAP Commerce Cloud 包含如下表所述之基礎設施資源：

<b>VPNs VPN</b>	<b>1</b>	<b>Usage Metric = Gateway 使用度量 = 閘道</b>
<b>Storage 儲存</b>	<b>5000</b>	<b>Usage Metric = GB of Storage 使用度量 = 儲存空間 GB 位元數</b>

### 3. FEES 費用

Except as specified below, the Usage Metrics for the Cloud Service are GMV and Orders, as specified in the Order Form.

除下列另有明文規定者外，雲端服務之使用度量為訂購單所明定之商品總金額與訂單。

**3.1 GMV.** For subscriptions to the Cloud Service using GMV as the Usage Metric, the initial unit includes €12,000,000 GMV per Contract year (identified in the Order Form as SAP Commerce Cloud, standard edition, GMV, access or SAP Commerce Cloud, professional edition, GMV, access). Customer must include additional GMV in its subscription as required to cover total GMV each Contract Year. SAP will convert the Euro price to Customer's local currency using SAP standard exchange rates using the daily fixing rate based on the published fixing against Euro of the European Central Bank (for the main currencies; [https://www.ecb.europa.eu/stats/policy\\_and\\_exchange\\_rates/euro\\_reference\\_exchange\\_rates/html/index.en.html](https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html)) and the daily fixing rates of WMR (Reuters) for the currencies not fixed by the European Central Bank.

商品總金額。訂閱以 GMV 作為使用度量的雲端服務，其初始單位包含每契約年 €12,000,000 的 GMV (訂購單中載為 SAP Commerce Cloud 標準版 GMV 計量存取權，或 SAP Commerce Cloud 專業版 GMV 計量存取權)。客戶訂閱量中須按需求加入額外的 GMV，以涵蓋每契約年的總計 GMV。SAP 將使用 SAP 標準匯率，並以歐洲央行每日釐定發布的對歐元匯率，將歐元價格轉換至客戶的當地貨幣（以上係指主要幣別；[https://www.ecb.europa.eu/stats/policy\\_and\\_exchange\\_rates/euro\\_reference\\_exchange\\_rates/html/index.en.html](https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html)）；針對歐洲央行並未釐定匯率的幣別，則使用 WMR (路透) 的每日釐定匯率。

**3.2 Orders.** Subscriptions to the Cloud Service using Orders as the Usage Metric are measured in units of 50,000 Orders per Contract Year. The initial unit is identified in the Order Form as SAP Commerce Cloud, standard edition, orders, access or SAP Commerce Cloud, professional edition, orders, access.

訂單。訂閱以訂單作為使用度量的雲端服務，每契約年係以 50,000 筆訂單為計量單位。訂購單中載為 SAP Commerce Cloud 標準版訂單計量存取權，或 SAP Commerce Cloud 專業版訂單計量存取權。

**3.3 Tenants.** The Usage Metric for the following services is Tenants. Tenants mean a customer-specific instance of the Cloud Service, and can only be purchased with the SAP Commerce Cloud, professional edition; SAP Commerce Cloud, development environment; SAP Commerce Cloud, staging environment; and SAP Commerce Cloud, production environment.

租戶。下列服務的使用度量為租戶。租戶係指雲端服務之特定客戶執行個體，且只能與下列軟體一同購買：SAP

Commerce Cloud : 專業版 ; SAP Commerce Cloud : 開發環境 ; SAP Commerce Cloud : 模擬環境 ; 及 SAP Commerce Cloud : 正式運作環境。

**3.4 Additional Infrastructure.** Customer may subscribe to additional infrastructure in the form of optional additional storage and additional data center zones. For SAP Commerce Cloud, the Usage Metric for additional storage is GB of Storage and the Usage Metric for additional data zone is Entitlements Package. The Entitlements Package for the Cloud Service is a cluster set up in a data center location within a regional infrastructure availability zone.

**其他基礎架構。** 客戶得以選購額外儲存空間及其他資料中心區之方式，訂閱其他基礎架構。關於 SAP Commerce Cloud，額外儲存空間的使用度量為儲存空間 GB 位元數，而其他資料中心區的使用度量則為權益套件。雲端服務的權益套件係指在區域基礎架構可用區內資料中心地點所設定的叢集。

**3.5 Optional Services.** The following services may be added to a Cloud Service subscription for additional fees based on the following Usage Metrics.

**選購服務。** 當事人得根據以下使用度量，在雲端服務訂閱中增加下列服務，並須額外付費。

**(a) SAP Commerce Cloud, citizen engagement accelerator.** The Usage Metric for SAP Commerce Cloud, citizen engagement accelerator is Orders measured in units of 50,000 Orders per Contract Year.

**SAP Commerce Cloud : 公民參與加速器。** SAP Commerce Cloud : 公民參與加速器的使用度量為訂單，每契約年以 50,000 筆訂單為單位計算。

**(b) SAP Commerce Cloud, travel accelerator.** The Usage Metric for SAP Commerce Cloud, travel accelerator is Orders measured in units of 50,000 Orders per Contract Year.

**SAP Commerce Cloud : 差旅加速器** SAP Commerce Cloud : 旅遊加速器的使用度量為訂單，每契約年以 50,000 筆訂單為單位計算。

**(c) SAP Commerce Cloud, telco and media accelerator.** The Usage Metric for SAP Commerce Cloud, telco and media accelerator is Orders measured in units of 50,000 Orders per Contract Year or GMV. For subscriptions to SAP Commerce Cloud, telco and media accelerator using GMV as the Usage Metric, the initial unit size is €12,000,000 GMV per Contract year (identified in in the Order Form as SAP Commerce Cloud, telco and media accelerator, access). Customer must include additional GMV in its subscription as required to cover total GMV each Contract Year.

**SAP Commerce Cloud : 電信業和媒體加速器** SAP Commerce Cloud : 電信業和媒體加速器的使用度量為訂單，每契約年以 50,000 筆訂單或 GMV 為單位計算。針對訂閱以 GMV 為計量單位的 SAP Commerce Cloud : 電信業和媒體加速器，其初始單位規模為每契約年 €12,000,000 的 GMV (訂購單中載為 SAP Commerce Cloud : 電信業和媒體加速器存取權)。客戶訂閱量中須按需求加入額外的 GMV，以涵蓋每契約年的總計 GMV。

**(d) SAP Commerce Cloud, financial services accelerator.** The Usage Metric for SAP Commerce Cloud, financial services accelerator is Orders measured in units of 50,000 Orders per Contract Year.

**SAP Commerce Cloud : 金融服務加速器。** SAP Commerce Cloud : 金融服務加速器的使用度量為訂單，每契約年以 50,000 筆訂單為單位計算。

**(e) SAP Commerce Cloud, data hub.** The Usage Metric for SAP Commerce Cloud, data hub is Tenants.

**SAP Commerce Cloud : 資料中心。** SAP Commerce Cloud : 資料中心的使用度量係租戶。

## 4. CUSTOMER DATA

### 客戶資料

#### 4.1 Customer Obligations/Responsibilities.

##### 客戶的義務/責任。

- (a) Customer may integrate Customer's third-party payment gateway with the Cloud Service to provide payment status information, provided Customer may not provide to or store in the Cloud Service any other information stored on such Customer payment gateway (including credit card information).

為提供付款狀態資訊，客戶得將其第三方付款閘道整合進雲端服務，但客戶不得於雲端服務中提供或儲存客戶付款閘道上所存之其他任何資訊（包括信用卡資訊）。

- (b) For the Standard edition of the Cloud Service, Customer will maintain the Cloud Service application framework on a currently supported version. Customer must determine which SAP-supplied software updates to apply to its environments. SAP will not manage Customer applications in the Cloud Service which are running on unsupported versions of the SAP software. For the Professional edition of the Cloud Service, Customer must upgrade the hosted SAP software annually to the latest version (from initial go live) as part of the included Platinum Upgrade Service.

針對雲端服務標準版，客戶應將雲端服務應用程式架構維持在目前支援的版本。客戶必須決定，SAP 提供的軟體更新中，何者會套用至其環境。雲端服務中的客戶應用程式若以 SAP 軟體的不獲支援版本執行，SAP 將不管理。針對雲端服務專業版，作為專業版所內含白金升級服務之一部分，（自初始上線運作起），客戶每年均須將託管之 SAP 軟體升級至最新版本。

- (c) If Customer subscribes to an additional Data Center Zone, Customer is responsible for ensuring any third-party applications or Customer-specific code are properly installed and functioning in the additional Data Center Zone.

若客戶訂閱其他資料中心區，客戶有責任確保其他資料中心區的第三方應用程式或客戶特定的程式碼均已正確安裝，且正常運作。

#### 4.2 Responsibility for Customer Data

##### 對客戶資料之責任

- (a) SAP reserves the right to remove or require Customer to remove any Customer Data (or third party information) which SAP reasonably believes breaches any applicable laws or regulations or any third party's rights. SAP will notify Customer if it removes any Customer Data (or third party information) in accordance with this clause.

倘 SAP 合理認為有違反任何法律或法規或任何第三方權利之情形，SAP 保留移除或要求客戶移除任何客戶資料（或第三方資訊）之權利。倘 SAP 依據本條移除任何客戶資料（或第三方資訊），SAP 將通知客戶。

- (b) If Customer installs or enables any applications or web services of third parties for integration with the Cloud Service, SAP may allow those third party providers to access Customer Data as required for the interoperation of the third party applications or web services with the Cloud Service. SAP is not responsible for any negative effects on the Cloud Service, nor any disclosure, modification or deletion of Customer Data, caused by the third party applications or web services or third party providers.

若客戶安裝或啟用任何第三方應用程式或網路服務，以供與雲端服務整合，SAP 得准許該第三方供應商存取客戶資料，但存取範圍以雲端服務與第三方應用程式或網路服務進行互操作所需者為限。針對第三方應用程式、網路服務或第三方供應商對雲端服務造成之任何負面影響，以及對客戶資料之任何揭露、修改或刪除，SAP 概不負責。

## 5. AVAILABILITY.

可用性。

The Service Level Agreement for SAP Cloud Services referenced in the Order Form and the SAP System Availability Warranty in the GTC are superseded by the following, only as expressly noted:

訂單所指的 SAP 雲端服務之服務層級協議與一般條款與條件中的 SAP 系統可用性保證，僅在下列明文規範的範圍內，由下列規定取代：

**5.1 “Available” or “Availability”** means that in relation to the production environment of the Hosting Platform, the raw web page code (html or similar code, but excluding content, third party service calls and custom code developed by Customer or its implementation firm) loads to a user’s browser in under 1 second (as measured by the reporting tools within the SAP network) to Customer for 99.95% of the time (7x24) in any calendar month, excluding Scheduled Maintenance (or a change to the Managed Services) as specified in the SAP Commerce Cloud Services Description (“**Service Level Objective**”).

「可用」或「可用性」係指在託管平台之正式運作環境中，原始網頁程式碼 (html 或類似之程式碼，但不包括由客戶或其執行機構所開發之內容、第三方服務呼叫與自訂程式碼)，在任何日曆月之 99.95% 的時間中 (7x24)，於 1 秒之內載入至使用者之瀏覽器 (依 SAP 網路內之報表工具所量測者為準)，但上述可用性時間範圍不含 SAP Commerce 雲端服務說明書所載之定期維護 (或對受管理服務所為之任何變更) (以下稱「服務層級目標」)。

**5.2** Customer shall provide SAP with notice ten days prior to any maintenance to be performed by Customer which may impact the performance of the Cloud Service by opening a ticket with SAP through SAP support channels set forth in the Support Policy for SAP Cloud Services.

客戶進行可能會影響雲端服務效能之任何維護前十天，應向 SAP 提出事前通知；通知之方法為透過 SAP 雲端服務的支援政策所述之支援管道，向 SAP 開立請求單。

**5.3** In the event SAP believes Customer-specific code is affecting performance or security of the Cloud Service, SAP will notify Customer (which may be by email to Customer’s administrative user) detailing the reasons for such belief. Customer will respond to SAP within seven days and will thereafter cooperate with SAP to determine the root cause of the performance issues, which may include a joint review of the Customer-specific code. Customer will institute any reasonable recommendations made by SAP to correct the performance issues caused by Customer-specific code. SAP is not responsible for any failure to achieve the Service Level Objective caused by Customer-specific code.

當 SAP 認為客戶特定的程式碼影響雲端服務之效能或安全性時，SAP 將通知客戶 (可能透過對客戶管理使用者之電子郵件通知)，詳細說明如此認為之理由。客戶須於七天內向 SAP 回應，並隨後配合 SAP 確認效能問題之根本原因，其中可能包含共同檢視客戶特定的程式碼。客戶須實行任何由 SAP 提出之合理建議，以修正客戶特定的程式碼導致之效能問題。SAP 若因客戶特定的程式碼導致未能達到服務層級目標，SAP 概不負責。

## 6. IMPLEMENTATION SERVICES.

執行服務。

**6.1** Customer is responsible for engaging an implementation firm that will provide implementation services for the initial set-up, configuration and integration of the Cloud Service and that will provide first level help-desk support and application support. All implementation firm services are provided under a separate agreement between Customer and the implementation firm. Customer is solely responsible for any services, features, functionality, or extensions provided or deployed by the implementation firm. None of these services, features, functionality, or extensions provided by Customer or its implementation firm is part of the Cloud Service.

客戶有責任委任執行機構就初始設定、配置及整合雲端服務提供執行服務，而該執行機構將提供第一級服務台支援與應用支援。所有執行機構服務皆係基於客戶與該執行機構間之單獨合約提供。客戶對於該執行機構所提供或

部署之任何服務、特性、功能或擴充功能，應負全責。客戶或執行機構所提供之任何該等服務、特性、功能或擴充功能，皆不屬於雲端服務。

- 6.2** SAP and Customer shall be free to use for any purpose the Residuals resulting from access to or work with Confidential Information disclosed in the performance of technical assistance services. The term **"Residuals"** shall mean information in nontangible form, which may be retained by persons who have had access to the confidential information, including ideas, concepts, know-how or techniques contained herein. Neither SAP nor Customer shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyright or patents.

有關於執行技術協助服務過程中所揭露之機密資訊，SAP 和客戶得基於任何目的的自由使用因存取或操作該機密資訊所生之殘留資訊。「殘留資訊」一詞應指會存取機密資訊的人員可能保留的無形資訊，包括機密資訊中包含之構想、概念、技術秘竅與技巧。SAP 與客戶雙方均無義務限制或約束此等人員之指派，針對因使用殘留資訊所產生的任何成果，亦無義務支付權利金。然而，前述規定不應視為將一方之著作權或專利權授予另一方。

## **7. EXCLUDED SERVICES.**

除外之服務。

The following activities are not in scope of the Cloud Service:

不應列於雲端服務範圍之活動如下所示：

- 7.1** Implementation services (including deployment, initial set-up, configuration, customization and integration of the Cloud Service);  
建置服務 (包括部署、初始設定、組態、自訂和整合雲端服務)；
- 7.2** Support services (including first-level help desk support) for customized code, third party applications and third party web services (including credit card payment processing and SSL certificates);  
針對自訂程式碼的支援服務 (包括第一級服務台支援)，第三方應用程式與第三方網路服務 (包括信用卡付款處理與 SSL 認證)；
- 7.3** Applying software application upgrades and updates for SAP Commerce Cloud, except that the Professional edition includes one technical platform upgrade (per year following initial go live) of the base solution of the SAP software as part of the Platinum Upgrade Service.  
對 SAP Commerce (雲端版) 套用之軟體應用程式升級或更新，但不包含專業版之白金升級服務中，(每年於初始上線運作後) 對 SAP 軟體基礎解決方案進行的一次技術平台升級。

## **8. DATA PRIVACY.**

資料隱私。

The Personal Data Processing Agreement for SAP Cloud Services referenced in or attached to the Order Form does not apply to application support provided by Customer or Customer's third-party support contractor, any third-party applications, third party web services, or any Customer-specific code or modifications to the Cloud Service. The EU Access option is not available for the Cloud Service.

訂購單所指或所附加之 SAP 雲端服務個人資料處理合約不適用於客戶或其第三方支援承包商提供之應用程式支援、任何第三方應用程式、第三方網路服務、客戶特定的程式碼或雲端服務之修改。EU Access 選項不適用於雲端服務。