

**SAP HANA ENTERPRISE CLOUD SUPPLEMENTAL TERMS AND CONDITIONS**  
**SAP HANA ENTERPRISE CLOUD 補充條款與條件**

These supplemental terms and conditions (the “HEC Supplement”) are part of an agreement for certain SAP Cloud services between SAP and Customer and apply solely to SAP HANA Enterprise Cloud Services and any related Cloud Services purchased in an Order Form with the SAP HANA Enterprise Cloud Services and not any other SAP product or service. This HEC Supplement applies to an Order Form for SAP HANA Enterprise Cloud Services v.2-2019 or later (as identified in the footer of the Order Form).

這些補充條款與條件 (以下簡稱「HEC 補充條款」) 是 SAP 與客戶之間特定 SAP 雲端服務合約的一部分，僅適用於 SAP HANA Enterprise Cloud 服務和 SAP HANA Enterprise Cloud 服務訂購單中採購的任何相關雲端服務，不適用任何其他 SAP 產品或服務。本 HEC 補充條款適用於 SAP HANA Enterprise Cloud Services v.2-2019 或更新版本 (如訂購單頁尾所載) 的訂購單。

**1. DEFINITIONS**

**名詞定義**

Definitions used but not defined in this HEC Supplement shall have the meaning ascribed to them in the Order Form or in documents incorporated therein.

在本 HEC 補充條款中使用但未定義之名詞定義，應依訂購單或其中併入文件決定之。

“**Change Request**” means any changes in the Cloud Service as described in a written document signed by the parties and referencing the applicable Order Form.

「變更請求」係指任何在雙方簽署書面文件中所載的任何雲端服務變動，且該文件引用適用的訂購單。

“**Computing Environment**” means the SAP provided data center facilities, servers, networking equipment, operating systems, and data storage mechanisms selected and used by SAP to provide the HEC Services for the Customer, and includes the Production Computing Environment (PRD), and any other Computing Environment used for non-production purposes (NON-PRD) as agreed in the Order Form.

「計算環境」係指 SAP 為客戶提供 HEC 服務，所採用的資料中心設施、伺服器、網路設備、作業系統及資料儲存機制，包括如訂購單中商定之生產計算環境 (PRD)，以及其他所有非生產用途計算環境 (非 PRD)。

“**Documentation**” means SAP's then-current (i) Service Descriptions identified as Documentation, (ii) roles and responsibilities descriptions, and (iii) technical and functional documentation for Subscription Software, as applicable, made available to Customer by SAP.

「文件」係指 SAP 提供給客戶的下列訂閱軟體現行文件：(i) 稱為「文件」的服務說明；(ii) 角色與責任說明；(iii) 技術與功能紀錄文件 (如適用)。

“**HEC Services**” means the following Cloud Services provided by SAP under an Order Form and further described in the Agreement: SAP HANA Enterprise Cloud, BYOL model (“**HEC BYOL**”); SAP HANA Enterprise Cloud, subscription model (“**HEC Subscription**”); and SAP HANA Enterprise Cloud, Advanced Edition Services model.

「HEC 服務」係指 SAP 根據訂購單所提供且進一步於本合約說明之下列雲端服務：SAP HANA Enterprise Cloud BYOL 模型 (以下簡稱「HEC BYOL」)、SAP HANA Enterprise Cloud 訂閱模型 (以下簡稱「HEC 訂閱」)；及 SAP HANA Enterprise Cloud (進階版) 服務模型。

“**LAN**” means a local area network that is a logical computer network that spans a relatively small area.

「LAN」係指區域網路，亦即覆蓋範圍相對較小的邏輯電腦網路。

“**License Agreement**” means the agreement (other than this Agreement) under which Customer procured Licensed Software.

「授權合約」係指客戶據以購買授權軟體的合約 (非本合約)。

“**Licensed Software**” means the version of the applications, databases, software, tools and components owned or licensed by Customer (other than any Subscription Software) which Customer provides to SAP as part of the Cloud Services.

「授權軟體」係指客戶擁有或取得授權，並提供給 SAP 做為雲端服務一部分之應用程式、資料庫、軟體、工具和元件版本 (非任何訂閱軟體)。

“Non-PRD” or “Non-Production Computing Environment” means any Computing Environment other than a PRD and may include development, quality assurance or sandbox environments.

「非 PRD」或「非生產計算環境」係指所有非 PRD 之計算環境，其可能包括開發、品質保證或沙箱環境。

“Point of Demarcation” means for MPLS, the port on the provider switch or, in case of a VPN for access, the external interface to the Internet of the VPN device of SAP’s Computing Environment.

「分界點」就 MPLS 而言，係指供應商交換器上的連接埠。若就存取 VPN 而言，則係指 SAP 計算環境之 VPN 裝置網路的外部介面。

“PRD” or “Production Computing Environment” means that part of the Computing Environment which is used exclusively for the execution of live business transactions.

「PRD」或「生產計算環境」係指專用於執行即時業務交易的部分計算環境。

“Service Description” means written description of certain aspects of the Cloud Service including Enhanced Managed Services, and Disaster Recovery, as made available to Customer by SAP and identified as Documentation.

「服務說明」係指 SAP 提供予客戶，並載明為「文件」之特定雲端服務書面說明，這些雲端服務包括增強管理服務和災後復原服務。

“Subscription Software” means software provided and hosted in the Computing Environment by SAP on a subscription basis as part of the HEC Subscription offering as identified in the Order Form.

「訂閱軟體」係指訂購單所述，SAP 在計算環境內中以訂閱方式提供和控管，作為 HEC 訂閱方案一部分的軟體。

“Systems” means one or more interrelated and interdependent components such as databases, servers, networks, load balancers, web dispatchers, tenants, etc. which when taken as a whole are used to operate a tier. Each combination of components used within each tier is equivalent to one System.

「系統」係指運作一個層級時視為整體使用的一個或多個元件，元件之間相關且各自獨立，如資料庫、伺服器、網路、負載平衡器、網路發派器、租用戶等。各個層級內使用的每一種元件組合，皆等同於一套系統。

## 2. LICENSED SOFTWARE, SUBSCRIPTION SOFTWARE AND MAINTENANCE

授權軟體、訂閱軟體和維護

### 2.1. Licensed Software

授權軟體

- 2.1.1. **Provision of Licenses.** Customer is responsible for providing all Licensed Software and obtaining all necessary rights from third parties required for SAP to run and host the Licensed Software. Customer will, at SAP’s request, provide written verification of such rights from Customer and/or any applicable third party licensors. Customer grants to SAP the nonexclusive right to use the Licensed Software for the sole purpose of and only to the extent necessary for SAP and its subcontractors to provide the Cloud Service and to the extent as may be otherwise stated in the applicable Order Form. Customer hereby represents and warrants that it has all rights, licenses and authorizations necessary to grant the rights to SAP as set forth in this Section.

**提供授權。**客戶負責提供所有授權軟體，以及向第三方取得 SAP 執行和代管授權軟體所需之一切必要權利。SAP 提出要求時，客戶應提供書面確認客戶及/或任何適當第三方已授予前述權利。客戶授予 SAP 非獨家之授權軟體使用權，SAP 及其分包商僅限於提供雲端服務之單一目的與必要範圍內，以及適用訂購單另行註明之範圍內方可使用。客戶特此聲明並擔保，其具有如本條所載向 SAP 授予權利所必要之所有權利、許可和授權。

- 2.1.2. **Support.** Customer is responsible for obtaining and retaining SAP provisioned SAP Enterprise Support (or any lower level if agreed by SAP in writing) from SAP for SAP Licensed Software, and relevant support for non-SAP Licensed Software, for the duration of the Order Form.

**支援。**在訂購單期間，客戶負責為 SAP 授權軟體取得與保持 SAP 提供之 SAP Enterprise Support (或由 SAP 書面商定之其他任何較低層級)，並負責為非 SAP 授權軟體取得與保持相關支援。

- 2.1.3. **Licensed Software Modifications and Configuration.** Customer is responsible for testing and resolving source code, compatibility issues or other conflicts that may arise from modifications permitted under the License Agreement and any patches or workarounds or other changes provided by the licensor of the Licensed Software. Customer will inform SAP immediately about modification, add-ons or other changes to the Licensed

Software. SAP may restrict customizations or modifications to the Licensed Software in order to be able to run the underlying Computing Environment in accordance with the scope of the Cloud Services.

**授權軟體修改與組態。**凡因授權軟體之授權人進行授權合約許可之軟體修改，或提供任何修補程式和因應措施或其他變更，所產生之原始程式碼、相容性問題或其他衝突應由客戶負責測試和解決。客戶應立即將授權軟體之任何修改、附加元件或其他變動事宜立即通知 SAP。SAP 得限制對授權軟體的自訂或修改，以便根據雲端服務的範圍執行計算環境。

## 2.2. **Subscription Software** 訂閱軟體

2.2.1. **Provision of Licenses.** SAP shall provide the Subscription Software during the Subscription Term solely for installation on the Computing Environment, and for archival or disaster recovery purposes. Except as set forth in Section 3.1 below, Customer is responsible for having the Subscription Software installed, including upgrades and new releases, into the Computing Environment.

**提供授權。**SAP 應於訂閱期間提供訂閱軟體，用途僅限在計算環境上執行安裝、歸檔或災難復原。除以下第 3.1 條所述內容外，客戶將負責在計算環境中安裝訂閱軟體，其中包含升級程式與新發行版本。

2.2.1.1. Subject to the terms of the Agreement, the Software Use Rights shall apply to the Subscription Software during the Subscription Term. For the purposes of this Agreement, references in the Software Use Rights to “Software Agreement” shall read this “Agreement” and references to “SAP Software” shall read “Subscription Software”.

以合約條款為限，軟體使用權利 (Software Use Rights) 在訂閱期限內應適用於訂閱軟體。就本合約的目的而言，軟體使用權利中所稱之「軟體合約」應指本「合約」，「SAP 軟體」應指「訂閱軟體」。

2.2.1.2. Use of Subscription Software may occur by way of an interface delivered with or as a part of the Subscription Software, a Customer or third-party interface, or another intermediary system. Customer must hold the required licenses as stated in the Software Use Rights for any individuals that use the Subscription Software (directly or indirectly). Business Partners may use the Subscription Software only through screen access and solely in conjunction with Customer’s use and may not use it to run any of Business Partners’ business operations.

得依以下方式使用訂閱軟體，包含訂閱軟體隨附或內建之介面、客戶或第三方介面，或其他中介系統。客戶必須保留軟體使用權利中所述之必要使用權，以供 (直接或間接) 使用訂閱軟體的任何個人。業務夥伴僅得透過螢幕存取方式與客戶共同使用訂閱軟體，且不得將該軟體用於執行任何業務夥伴之業務營運。

2.2.1.3. For avoidance of doubt, support and maintenance services provided under this Agreement are solely for the Subscription Software and must not be used to support any third-party solutions or other SAP products, including SAP products purchased under a separate agreement between an affiliate of Customer and SAP (or a distributor of SAP products). Customer acknowledges that if Customer uses any such services for other SAP products or third-party solutions without a separate valid SAP support agreement for such products, SAP will invoice Customer the applicable accrued fees associated with such time period of use plus a reinstatement fee for support for such products.

為避免疑義，本合約規定之支援及維護服務，僅供訂閱軟體之用，且不得用於支援任何第三方解決方案，包括依客戶之關係企業與 SAP (或 SAP 產品之經銷商) 間所簽訂之個別合約所購買的 SAP 產品。客戶理解倘其未就其他 SAP 產品或第三方解決方案簽訂個別有效的 SAP 支援合約，但卻將任何前開服務用於此類產品時，SAP 將向客戶開具前開使用期間相關適用的累積費用，加計支援此等產品的復用費。

2.2.1.4. If Customer has licensed a runtime database from SAP (or its Affiliates or any of its respective resellers or distributors) under the License Agreement or a separate agreement, Customer shall comply with the license restrictions for runtime databases when integrating the Subscription Software licensed hereunder with the SAP software licensed under the License Agreement and/or such separate agreement.

如果根據授權合約或單獨合約客戶已獲得 SAP (或其關係企業或各自任何的轉售商或分銷商) 授權之執行階段資料庫，則在將本合約下授權之訂購軟體與本授權合約及/或此類單獨合約下授權之 SAP 軟體整合時，客戶應符合執行階段資料庫的授權限制。

2.2.2. **Support.** HEC Subscription includes SAP Enterprise Support as defined in the Order Form.

**支援。**HEC 訂閱包括 SAP Enterprise Support，如訂購單中所定義。

2.2.3. **Subscription Software Modifications and Add-Ons.** Customer has the right to develop and use modifications and/or add-ons to SAP’s Subscription Software (excluding any third party software) in furtherance of its permitted use of the Subscription Software under this Agreement. Customer is responsible for testing and resolving source code, compatibility issues or other conflicts that may arise from modifications

permitted under this Agreement and any patches or workarounds or other changes provided by SAP for the Subscription Software. Customer will promptly inform SAP about modifications, add-ons or other changes to the Subscription Software. SAP may restrict customizations or modifications to the Subscription Software in order to be able to run the underlying Computing Environment in accordance with the scope of the Cloud Services.

**訂閱軟體修改與附加元件。** 客戶得根據本合約之 Subscription Software 使用許可，有權針對 SAP 之 Subscription Software 開發與使用修改和/或附加元件 (不包括任何第三方軟體)。凡因 SAP 針對 Subscription Software 根據本合約允許進行修改，或是提供任何修補程式和因應措施或其他變更，所產生之原始程式碼、相容性問題或其他衝突，皆應由客戶負責測試和解決。客戶應將訂閱軟體之任何修改、附加元件或其他變動事宜立即通知 SAP。SAP 得限制對訂閱軟體的自訂或修改，以便根據雲端服務的範圍執行計算環境。

### 2.3. HEC Services HEC 服務

#### 2.3.1. Currently Supported Version of Licensed Software and Subscription Software.

目前支援的授權軟體與訂閱軟體版本。

- 2.3.1.1. Customer shall use, and all installations including the initial install of Licensed Software and/or Subscription Software in the Computing Environments shall be, a version or release of the Licensed Software and/or Subscription Software for which software maintenance and user support are current, as provided by the software vendor as specified in the relevant license agreement with such vendor. For SAP Licensed Software and/or Subscription Software such support (to the extent included in the applicable Order Form or License Agreement) is provided according to the current maintenance phases of SAP software releases as stated in <https://support.sap.com/releasestrategy>. For the purpose of this provision, "current" herein relates to "Mainstream Maintenance".

客戶應在計算環境中使用並完成所有安裝 (含初始安裝) 的授權軟體及/或訂閱軟體，應為軟體供應商訂立之相關授權合約中，由其提供目前軟體維護和使用者支援之授權軟體和/或訂閱軟體版本。就 SAP 授權軟體及/或訂閱軟體而言，軟體支援 (適用的訂購單或授權合約範圍內) 係依 <https://support.sap.com/releasestrategy> 記載之 SAP 軟體版本最新維護階段提供支援。就本條款目的而言，「目前」係指「主要維護」。

- 2.3.1.2. If Customer uses or installs a version or release of SAP Licensed Software and/or Subscription Software in "Extended Maintenance," then Customer agrees to a 5% fee increase during the Extended Maintenance term and that this increase is separate from and in addition to any fee increase set forth in the Order Form. Additionally, and notwithstanding anything to the contrary, the System Availability Service Level shall not apply to the Cloud Service during the Extended Maintenance term.

如果客戶使用或安裝「延伸維護」的 SAP 授權軟體和/或訂閱軟體版本或發行版，則客戶同意在延伸維護期間內調增 5% 費用，且此為訂購單所規定任何費用外之個別單獨調漲。此外，縱使有任何相反之規定，在延伸維護期間內，系統可用性服務層級不應適用於雲端服務。

- 2.3.1.3. Customer acknowledges that if Customer is not on a version of the Licensed Software and/or Subscription Software under current maintenance or under SAP Enterprise Support (or any lower level if agreed by SAP in writing) for SAP Licensed Software, (i) SAP's abilities for the provision of support may be limited and SAP shall assume no responsibilities for such limitations and (ii) the System Availability Service Levels shall not apply. During the Subscription Term, Customer may be required to upgrade to more recent versions of SAP Licensed Software and/or Subscription Software to receive SAP Enterprise Support and the Systems Availability Service Levels, which may require Customer to incur additional costs. In the event that "Mainstream Maintenance" is no longer available for the Licensed Software and/or Subscription Software and a new version or release of the Licensed Software and/or Subscription Software is not available, the parties shall in good faith agree on a mutually agreeable solution, which may require Customer to incur additional costs.

客戶確認若其未使用目前維護的授權軟體和/或訂閱軟體，或未使用 SAP Enterprise Support (或任何由 SAP 書面同意的較低層級) 所支援的 SAP 授權軟體，則會發生以下狀況：(i) SAP 提供服務之能力可能會受限，且 SAP 對於此類受限情事概不負責、(ii) 不得適用系統可用性服務層級。客戶於訂閱期間必須升級至最新的 SAP 授權軟體和/或訂閱軟體，以取得 SAP Enterprise Support 和系統可用性層級 (客戶可能必須支付額外費用)。若「主要維護期」對授權軟體和/或訂閱軟體不再可用，且不再提供授權軟體和/或訂閱軟體的全新版本，則雙方應本於誠信原則商定受各方同意之解決方案 (客戶可能必須支付額外費用)。

- 2.3.1.4. SAP strongly recommends that Customer follows best practices for Software Lifecycle Management as published by SAP Active Global Support. Unless otherwise expressly stated in the Order Form and except as set forth in Section 3.1 below, Customer is responsible for having the Subscription Software and Licensed Software installed, including upgrades and new releases, into the Computing Environment. In the event such

installation requires changes to Customer's Computing Environment as reflected in the "Systems Set-Up Table" in the Order Form, such changes will be agreed upon in a Change Request pursuant to the Change Request procedure.

SAP 強烈建議客戶遵守 SAP Active Global Support 發佈之軟體生命週期管理的最佳實踐。除訂購單另有明確記載及以下第 3.1 條所述內容外，客戶將負責在計算環境安裝訂閱軟體和授權軟體，包括軟體升級和新版本。若上開安裝作業需依本訂購單中「系統設定表」所反映內容來變更客戶的計算環境，則應依變更請求程序在變更請求中協議是類變更。

- 2.3.2. **Maintenance Activities.** SAP performs regular scheduled maintenance activities to maintain OS security patch levels, database and application patches, infrastructure (network, compute, storage) maintenance and other scheduled proactive activities. The parties agree that such maintenance activities will be reasonably scheduled for a date, time and duration mutually agreed (in the Order Form or in advance of such activities) between SAP and Customer ("Scheduled Downtime") based on requirements and resources. In the event that Customer fails to cooperate with the scheduling and/or performance of such maintenance activities in a timely manner as recommended by SAP, Customer shall be solely responsible for any issues in the Cloud Service, including unexpected downtime, arising in connection with not performing such maintenance activities in a timely manner as recommended by SAP.

**維護活動。**SAP 會定期執行表定維護活動，以維護作業系統安全性修補層級、資料庫和應用程式之修補程式、維護基礎設施（網路、計算、儲存設施），和進行其他表定主動活動。雙方當事人同意，SAP 和客戶會根據規定和資源，（在訂購單中或在維護活動前）合理約定進行這些維護活動的日期、時間和持續時間（稱為「表定停機時間」）。若客戶並未依 SAP 之建議，適時合作進行上述維護活動的排定和/或執行作業，則若本雲端服務因為未依 SAP 之建議適時進行維護而出現相關問題時（包括意外的停機時間），客戶應對這些問題負全部責任。

Notwithstanding the foregoing, SAP reserves the right to perform Emergency Maintenance activities at any time without Customer's prior consent. SAP will use reasonable efforts to provide Customer with forty-eight (48) hours advance notice regarding performance of Emergency Maintenance. In case of downtime during such Emergency Maintenance, the parties agree that such downtime will be considered to be "Emergency Downtime". "Emergency Maintenance" are maintenance activities required to address an unforeseeable circumstance aiming to prevent significant impact to the Cloud Service. Such situations may include application of emergency application patches and operating system security patches (security patches with priority "Emergency") and/or performing emergency operating system activities (urgent upgrades and/or refresh of shared components).

即使有上述規定，SAP 仍保留不經客戶事先同意而隨時進行緊急維護活動之權利。SAP 會付出合理努力，在執行緊急維護活動之四十八 (48) 小時前，對客戶發出通知。雙方當事人同意，在上述緊急維護活動期間發生的停機，視為「緊急停機」。「緊急維護」是指為了避免對本雲端服務產生重大影響，而對無法預期之環境進行處理的必要維護活動。這類情形包括：套用緊急應用程式修補程式及作業系統安全性修補程式（優先性為「緊急」的安全性修補程式），和/或執行緊急作業系統活動（共用元件的緊急更新和/或重新整理）。

Customer will be responsible for requesting and coordinating with SAP the application of security patches (all security patches with priorities "critical," "high," "medium," or "low") by way of a service request ticket. The parties agree that such upgrades will be performed during Scheduled Downtime or other Agreed Downtime.

客戶應負責請求安全性修補程式（所有優先順序為「重要」、「高」、「中」或「低」的安全性修補程式），並與 SAP 進行相關合作，提出要求的方式是提交服務請求單。雙方同意此類升級將於表定停機時間，或是其他商定的停機時間執行。

- 2.3.3. To the extent that the Computing Environment provided by SAP includes Microsoft software products (e.g. specified in Section "System Set-up Table" in the Order Form), Customer agrees to the comply with the following conditions in connection with the Microsoft software products:

倘若 SAP 提供的計算環境包括 Microsoft 軟體產品（如訂購單中「系統設定表」一節所載），則客戶同意就該 Microsoft 軟體產品遵循下列條件：

- 2.3.3.1. Customer may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Microsoft software products or that appear during use of the Microsoft software products; 客戶不得移除、修改或隱匿 Microsoft 軟體產品上出現的或使用 Microsoft 軟體產品期間出現的任何著作權、商標權或其他專有權聲明；

- 2.3.3.2. Customer may not reverse engineer, decompile, or disassemble the Microsoft software products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity;  
即使本限制條款明確允許此活動，除在適用法律的許可範圍內，客戶不得對 Microsoft 軟體產品進行還原工程、解譯或反向組譯；
- 2.3.3.3. any warranties, liability for damages and remedies, if any, are provided solely by SAP and not by Microsoft or its affiliates or subsidiaries;  
任何擔保、損害賠償責任和救濟皆僅由 SAP 提供，而非 Microsoft 或其關係企業或子公司；
- 2.3.3.4. any product support for the Microsoft software products included in the Computing Environment is provided to Customer by SAP and is not provided by Microsoft or its affiliates or subsidiaries;  
任何包含在計算環境中的 Microsoft 軟體產品的產品支援皆由 SAP 提供給客戶，而非 Microsoft 或其關係企業或子公司；
- 2.3.3.5. all title and intellectual property rights in and to the Microsoft software products are owned by Microsoft or its suppliers. Microsoft software products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer's possession, access, or use of the Microsoft software products does not transfer any ownership of the Microsoft software products or any intellectual property rights to Customer;  
Microsoft 軟體產品本身及產品中的一切權利和智慧財產權，皆由 Microsoft 或其供應商擁有。Microsoft 軟體產品受著作權法及國際著作權條約以及其他智慧財產權法律及條約保護。客戶雖持有、存取或使用 Microsoft 軟體產品，並不代表移轉 Microsoft 軟體產品之所有權或任何智慧財產權予客戶；
- 2.3.3.6. SAP may disclose Customer's information regarding the use of Microsoft software products to Microsoft or Microsoft affiliates or subsidiaries in case of audits;  
在稽核時，SAP 得將客戶使用 Microsoft 軟體產品的資訊揭露給 Microsoft 或 Microsoft 的關係企業或子公司。
- 2.3.3.7. Customer acknowledges that the Microsoft software products are not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted and shall not be used in any application or situation where such Microsoft software products failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include: aircraft or other modes of human mass transportation, control of nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Microsoft software products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.  
客戶確認 Microsoft 軟體產品不容錯，因此不保證無錯誤或不中斷運作，且若這類 Microsoft 軟體產品失敗會導致任何死亡或嚴重的人身傷害，或導致嚴重的物理或環境損害時（以下簡稱「高風險使用」），客戶即不應使用 Microsoft 軟體產品。高風險使用的範例包括：飛機或其他人類大眾運輸模式、核設施或化學設施的控制、生命支援系統、植入式醫療設備、汽車或武器系統。高風險使用並不包括利用 Microsoft 軟體產品進行管理目的、儲存組態資料、工程和/或組態工具，或其他非操控性應用；以上用途若失敗並不會造成死亡、人員受傷或嚴重物理或環境損害。

### **3. SAP RESPONSIBILITIES AND OBLIGATIONS REGARDING CLOUD SERVICES**

#### **關於雲端服務之 SAP 責任與義務**

- 3.1. As part of the HEC Services, SAP will (i) provide the initial installation of the Subscription Software and/or Licensed Software, as applicable, in the Computing Environment, (ii) setup and configure relevant hardware/software and monitoring/managing tools for the Computing Environment and Customer Systems, and (iii) introduce Customer to SAP's support and communications procedures. SAP's responsibility shall not extend beyond the Point of Demarcation described in Section 4 below.  
作為 HEC 服務的一部分，SAP 將採取以下動作：(i) 在計算環境中執行訂閱軟體和/或授權軟體（若適用）之初始安裝、(ii) 針對計算環境安裝並設定相關硬體與軟體和監控與管理工具、(iii) 向客戶介紹 SAP 的支援與通訊程序。SAP 的責任範圍不得超出以下第 4 條所述之分界點。
- 3.2. At Customer's request prior to termination or expiration of an Order Form, SAP shall, within a reasonable time period provide to Customer in a reasonable backup media format being utilized by SAP the Customer Data stored in the Computing Environment. The Customer must verify the usability of this export within two (2) weeks of receipt. In the event Customer does not provide verification within the two week period, the exported Customer Data shall be deemed usable.  
若客戶在訂購單終止或到期前提出請求，則 SAP 應於合理期間內，使用其所採用之合理備份媒體格式，向客

戶提供存放於計算環境之客戶資料。客戶須於收受此匯出資料後兩週內確認其可用性。若客戶未於兩週內完成確認，該匯出之客戶資料視為可用。

- 3.3. The Cloud Services are described in the applicable Service Description and roles and responsibilities Documentation.

本雲端服務是在適用的服務說明和角色與責任紀錄文件中進行說明。

#### **4. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS REGARDING CLOUD SERVICE** **關於雲端服務之客戶責任與義務**

- 4.1. In addition to Customer's obligations set forth in the Agreement, Customer will change all passwords used to access the Cloud Service at regular intervals, no less frequently than once every six (6) months. If Customer learns of an unauthorized third party having obtained knowledge of a password, Customer will inform SAP thereof without undue delay and promptly change the password.

除本合約述及之客戶義務外，客戶將定期更改存取雲端服務所使用之一切密碼（至少每六（6）個月更改一次）。如果客戶知悉未經授權的第三方獲知密碼，則客戶應通知 SAP 有關情況，不得無故拖延，並立即變更密碼。

- 4.2. Customer is responsible for the connection to the Cloud Service, including the Internet connection to the Point of Demarcation, and the disconnection from the Cloud Service upon expiration or termination of the Agreement. Customer shall reimburse SAP for any costs that SAP incurs due to Customer's failure to disconnect from the Cloud Service. This section survives expiration or termination of the Agreement.

客戶應負責雲端服務的連線，包括分界點的網路連線，及於本合約到期或終止時中斷雲端服務的連線。SAP 因客戶未中斷雲端服務之連線而產生的任何費用，應由客戶向 SAP 償付。本條於本合約到期或終止後繼續有效。

- 4.3. Customer shall use reasonable commercial efforts to ensure that Customer Data and the Licensed Software is free of all viruses, Trojan horses and comparable elements which could harm the computer systems or software used by SAP or its subcontractors to provide the Cloud Service.

客戶應盡其合理商業努力，確保客戶資料及授權軟體不含任何病毒、特洛伊木馬程式，以及可能損及 SAP 或其轉包商提供雲端服務所使用之電腦系統或軟體的類似元素。

- 4.4. SAP's provision of the Cloud Service is subject to Customer's prompt performance of its responsibilities set forth in the Agreement and the Documentation, and provision of qualified employees and resources required. SAP 提供雲端服務與否，將取決於客戶是否立刻履行本合約和文件述及之責任，以及是否提供所需的合格員工和資源。

- 4.4.1. Primary point of contact in dealing with SAP (Project Manager), responsible for coordinating all activities and authorized to implement required technical changes.

與 SAP 互動之主要聯絡窗口（專案經理），其負責協調所有活動與授權實作必要技術變更。

- 4.4.2. Current list of key Customer contacts with access to the Computing Environment, including contact role, title, office phone number, cell phone number, e-mail address, etc.

具計算環境存取權之關鍵客戶聯絡人最新名單，包括聯絡任務、職稱、辦公室電話號碼、手機號碼、電子郵件地址等等。

- 4.4.3. Customer's policies and procedures regarding the authorization of access to the Computing Environment and necessary information regarding requirements for authorization to the Computing Environment (e.g. IP range, VPN Questionnaire, installation number etc.). Customer agrees to inform SAP of any changes to such information, policies and procedures as soon as practicable without delay.

關於授權存取計算環境之客戶政策與程序，以及關於計算環境授權需求的必要資訊（例如：IP 範圍、VPN 問卷、安裝數等等）。若該政策和程序有任何變動，客戶同意盡速通知 SAP，不得延遲。

- 4.4.4. A service user ("S-User") ID in the Computing Environment with the authorizations defined below. This S-User ID, which Customer uses to log on to SAP's Service Marketplace for software download and support, is required by SAP's Cloud Services resources to permit SAP Cloud Services resources to also log on and perform software download tasks necessary to obtain the software for set-up of the Computing Environment. Required authorizations include:

在計算環境內擁有以下定意授權之服務使用者（以下簡稱「S 使用者」）。客戶得使用本 S 使用者 ID 登入 SAP

服務市集下載 SAP 雲端服務資源所需的軟體和支援，以允許 SAP 雲端服務資源登入執行必要的軟體下載工作，取得設定計算環境所需的軟體。必要授權包括：

- Sending and/or creating and / or confirming and / or re-opening Customer messages  
傳送及/或建立及/或確認及/或重新開啟客戶訊息
- SSCR key registration  
SSCR 關鍵註冊
- Processing service messages  
處理服務訊息
- Opening service connections  
開啟服務連線
- Software download  
軟體下載
- Maintaining system data  
管理系統資料
- Requesting license keys  
請求授權金鑰

Customer authorizes SAP to set up and use an S-user with these authorizations. Additionally, in connection with sending and/or creating and/or confirming and/or re-opening Customer messages, Customer authorizes SAP to directly implement a Semi-Automatic Opening (SAO) to enable these messages. Customer will ensure that any authorizations that may be required for third parties or its employees will be provided promptly.

客戶授予 SAP 設定權限，以及使用 S 使用者所享有之權限。此外就傳送和/或建立和/或確認和/或重新開啟客戶訊息方面，客戶將授權 SAP 直接實作半自動開啟 (SAO) 以啟用這些訊息。客戶將確保立即向第三方或其員工提供所需的授權。

- 4.5. In the event that any SAP equipment is required at the Customer facility, Customer shall provide a physically secure and conditioned environment for any such equipment provided to Customer by SAP and Customer bears all risk for damages. SAP shall not be responsible for any damages to the extent resulting from Customer's failure to provide a physically secure and conditioned environment.

對於客戶設施處所需的任何 SAP 設備，客戶應為 SAP 提供給客戶的任何設備，提供實體上安全且具空調的環境。若因客戶未實體上安全且具空調的環境所導致之任何損害，SAP 概不負責。

- 4.6. Customer is and will remain solely responsible for the definition, documentation and execution of its business processes including, but not limited to, configuration of systems management and application and data security policies, batch processing requirements, and compliance with other governmental or regulatory requirements. Customer is responsible to provide SAP necessary and sufficient documentation of its applicable processes in order for SAP to perform its Cloud Service responsibilities under the Agreement.

客戶應負責其業務程序的定義、歸檔和執行，包括但不限於，系統管理和應用程式的配置及資料安全原則、批次處理要求以及對其他政府或法規要求的遵從。客戶應負責向 SAP 就其適用程序提供必要充分的文件，以利 SAP 依本合約履行雲端服務的職責。

- 4.7. If Customer elects to have any services provided by a third party, SAP will have no liability for any defect or failure of the Cloud Service or Computing Environment caused by such third-party services, and Customer will not be entitled to any reduction in fees for the Cloud Service. SAP may deny access to the Cloud Service and/or Computing Environment to any third party service provider which SAP determines in its reasonable discretion poses a security or confidentiality risk to SAP systems, data or intellectual property.

如果客戶選擇由第三方提供任何服務，SAP 將沒有義務就第三方服務對雲端服務或計算環境所造成的任何缺陷或故障負責，且客戶無權削減雲端服務費用。SAP 經合理判定後可能拒絕其認為對 SAP 系統、資料或智慧財產權會造成安全或機密性風險的第三方服務提供商，存取雲端服務及/或計算環境。

- 4.8. **Third Party Licensed Software.** This Section shall apply if any Licensed Software is non-SAP software owned by Customer or licensed by Customer from a third party.

**第三方授權軟體。** 若任何授權軟體為客戶所擁有或自第三方取得授權之非 SAP 軟體，則適用本條內容。

- 4.8.1. Customer shall indemnify, defend and hold harmless (at its sole expense) SAP, SAP SE, its Affiliates and subcontractors from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or related to any third party claim concerning (i) the Licensed Software



(excluding Licensed Software licensed by Customer from SAP) or (ii) the combination of such Licensed Software with the Cloud Service or other applications, content or processes, including any claim alleging infringement or misappropriation of third party rights by such Licensed Software or by the implementation, hosting or use of such Licensed Software as contemplated in the Agreement. The defense procedures set forth in the Agreement shall apply.

針對以下事項之第三方索賠產生的任何索賠、損害、損失、責任義務、成本和費用 (包括合理律師費)，客戶應為 SAP、SAP SE、其關係企業和分包商進行賠償並為其抗辯 (費用自理)，使其免於遭受損害：(i) 有關授權軟體 (不包括客戶自 SAP 取得授權之授權軟體) 之情事；或 (ii) 有關此類授權軟體與雲端服務或其他應用程式、內容或程序之組合之情事，包括第三方主張，其權利因上述授權軟體或因當事人依本合約實作、託管或使用上述授權軟體，而遭受侵權或濫用所提出之任何索賠。本合約中所述之辯護程序適用於此。

**4.8.2. CUSTOMER'S OBLIGATIONS SET FORTH HEREIN SHALL BE EXCLUDED FROM ANY LIABILITY LIMITS SET FORTH IN THE AGREEMENT.**

本合約所載之客戶義務，排除適用本合約所述之任何責任限制。

**4.8.3. In the event SAP reasonably believes that any such Licensed Software violates applicable law, infringes or misappropriates the rights of any third party, otherwise violates a material term of the Agreement or can result in material harm to the Cloud Service, SAP may require such Licensed Software be promptly removed from the Computing Environment.**

若 SAP 合理確信上述任何授權軟體違反適用法律、侵害或濫用任何第三方之權利，或是違反本合約之實質條款或可能為雲端服務造成實際損害，SAP 得要求立即自計算環境移除此類授權軟體。

**5. ESCALATION CONTACTS**

**向上呈報聯絡人**

Each party will nominate a representative who will be the other party's prime point of contact with respect to the performance of the Cloud Services. Each party will further nominate a representative who will serve as a decision-making authority in case of any dispute or escalation that cannot be settled between the primary points of contact within a reasonable period of time.

各方應指定一名代表，作為他方履行雲端服務之主要聯絡窗口。各方應再指定一名代表，作為具有決策權力者，在合理時期內主要聯絡窗口之間無法處理爭議或向上呈報時發揮作用。

**6. SAP CONTENT SERVER DISASTER RECOVERY SERVICES**

**SAP 內容伺服器災難復原服務**

SAP Content Server Disaster Recovery Services performs optimally within certain database storage limits. If purchased by Customer, Customer will reasonably cooperate with SAP to optimize Customer's use of the SAP Content Server Cloud Service, including the storage of Customer Data in such Cloud Service. SAP may suspend or limit use of the SAP Content Server Cloud Service in the event Customer fails to reasonably cooperate.

SAP 內容伺服器災難復原服務於特定資料庫儲存限制下可發揮最大效能。倘客戶購買，則應合理配合 SAP 以最佳化其對 SAP 內容伺服器雲端服務之使用，包含將客戶資料儲存於此類雲端服務中。若客戶違反而未合理配合，SAP 得暫停或限制對 SAP 內容伺服器雲端服務之使用。