

SAP Hybris Cloud for Customer
SAP Hybris Cloud for Customer
Supplemental Terms and Conditions
補充條款與條件

These supplemental terms and conditions (“the Supplement”) are part of an agreement for certain SAP cloud services (“Agreement”) between SAP and Customer and apply solely to SAP Hybris Cloud for Customer (the “Cloud Service”) and not any other SAP product or service.

這些補充條款與條件（以下簡稱「補充條款」）是 SAP 與客戶之間特定 SAP 雲端服務合約的一部分（以下簡稱「合約」），僅適用於 SAP Hybris Cloud for Customer（以下簡稱「雲端服務」），不適用任何其他 SAP 產品或服務。

1. CLOUD SERVICE

雲端服務

1.1 There are three (3) independent modules available for a subscription to SAP Hybris Cloud for Customer – SAP Hybris Cloud for Sales, SAP Hybris Cloud for Service and SAP Hybris Cloud for Social Engagement (“**Base Packages**”).

客戶有三 (3) 個獨立的模組可用於訂閱 SAP Hybris Cloud for Customer：SAP Hybris Cloud for Sales、SAP Hybris Cloud for Service 和 SAP Hybris Cloud for Social Engagement（以下稱「**基礎套件**」）。

1.2 SAP Hybris Cloud for Customer, edge edition includes specific functions of the SAP Hybris Cloud for Customer modules as described in the Documentation.

SAP Hybris Cloud for Customer (Edge 版) 包含 SAP Hybris Cloud for Customer 模組的特定功能（詳載於本文件）。

1.3 The SAP Hybris Cloud for Customer, enterprise edition, includes the modules and user type described in Section 2.7 of this Supplement.

SAP Hybris Cloud for Customer (企業版) 包含模組及使用者類型（如本補充條款之第 2.7 節所述）。

1.4 Each subscription to any of the Base Packages includes the use of the SAP Cloud Applications Studio. Customer’s use of the SAP Cloud Applications Studio is subject to the terms set forth in **Attachment 1** to this Supplement.

任何基礎套件的每一份訂閱均包含 SAP Cloud Applications Studio 的使用權。客戶對 SAP Cloud Applications Studio 之使用需遵循本補充條款中**附件 1** 的條款。

1.5 Customer may subscribe to test tenants that are described in the Documentation (each a “**Test Tenant**”) for non-productive purposes only. No more than fifty (50) Users may access each Test Tenant.

客戶得訂閱本文件所述之測試承租人（各為「**測試承租人**」），但僅得用於非生產目的。可存取每位測試承租人的使用者不超過五十 (50) 位。

1.6 SAP will provide up to ten (10) gigabytes of disk storage space per User at no additional charge. Additional storage may be obtained based on then-current pricing.

SAP 將免費為每位使用者提供最多十 (10) GB 的磁碟儲存空間。其他儲存空間可按照當前價格取得。

1.7 SAP Hybris Cloud for Customer, private edition, is an optional service and includes a single production tenant within a dedicated multi-tenant system for single customer usage and customized maintenance windows. Each individual accessing a production tenant must be covered by a User subscription; a minimum subscription of 1,000 Users is required.

SAP Hybris Cloud for Customer Private 版為選擇性服務，內含單一生產承租人，包含於供單一客戶使用的專用多承租人系統和自訂的維護時間範圍。存取生產承租人的每一個體必須簽訂使用者訂閱；最少需訂閱 1,000 位使用者。

1.8 If Customer integrates the Cloud Service with licensed SAP on-premise software, Customer may access such licensed SAP on-premise software through the Cloud Service solely to perform functions in conjunction with its use of the Cloud Service without requiring additional

SAP named user licenses for such SAP on-premise software.

假如客戶整合雲端服務與授權的 SAP 場所內軟體，客戶只能透過雲端服務存取該授權的 SAP 場所內軟體產品，以在使用雲端服務時搭配執行功能，在此情況下不需取得該 SAP 場所內軟體產品額外的 SAP 指定用戶授權。

2. FEES

費用

The Usage Metric for the Cloud Service is Users. Users are individuals who are authorized to access the Cloud Service. Customer must subscribe to separate Users for each of the three Base Packages. The following User types are available as Usage Metrics for SAP Hybris Cloud for Customer:

雲端服務的使用度量為使用者數量。使用者為授權存取雲端服務的個人。客戶須針對三種基礎套件的任何一種另行訂閱使用者。下列使用者類型可用於 SAP Hybris Cloud for Customer 的使用度量：

- 2.1. The *SAP Hybris Cloud for Customer, advanced user option* and the *SAP Hybris Cloud for Customer, B2B industry user option* may each be subscribed to as add-on services to the Base Packages.

SAP Cloud for Customer : 進階使用者選項 及 *SAP Hybris Cloud for Customer : B2B 產業使用者選項*，得各自訂閱為基礎套件的附加服務。

- 2.2. *SAP Hybris Cloud for Customer, enhanced package, user*, provides access rights to the Base Packages, the *SAP Hybris Cloud for Customer, advanced user option* and the *SAP Hybris Cloud for Customer, B2B industry user option*.

SAP Cloud for Customer 增強套件使用者 提供基礎套件、*SAP Hybris Cloud for Customer : 進階使用者選項* 及 *SAP Hybris Cloud for Customer : B2B 產業使用者選項* 的存取權限。

- 2.3. *SAP Hybris Cloud for Customer, limited package, user*, provides access rights (i) for up to four hundred (400) dialog steps per month (cumulative) for the Base Packages; (ii) to the *SAP Hybris Cloud for Customer, advanced user option*; and (iii) to the *SAP Hybris Cloud for Customer, B2B industry user option*. A dialog step is measured each time a User initiates data movement in the Cloud Service. Each movement of data in a multi-step process, even if initiated by a single User action, is counted as a separate dialog step.

SAP Hybris Cloud for Customer 限定套件使用者 提供以下三者的存取權限 (i) 基礎套件每月 (累積) 最多四百 (400) 個對話步驟；(ii) *SAP Hybris Cloud for Customer : 進階使用者選項*；及 (iii) *SAP Hybris Cloud for Customer : B2B 產業使用者選項*。對話步驟是以使用者每次在雲端服務內啟動資料移動時加以度量。多重階段程序中的每次資料移動，即使是由單一的使用者行動啟動，亦視為獨立的對話步驟。

- 2.4. *SAP Hybris Cloud for Sales, service option, user*, allows Users of *SAP Hybris Cloud for Sales* to access *SAP Hybris Cloud for Service*.

SAP Hybris Cloud for Sales : 服務選項使用者 允許 *SAP Hybris Cloud for Sales* 的使用者存取 *SAP Hybris Cloud for Service*。

- 2.5. *SAP Hybris Cloud for Service, sales option, user*, allows Users of *SAP Hybris Cloud for Service* to access *SAP Hybris Cloud for Sales*.

SAP Hybris Cloud for Service : 銷售服務選項使用者 允許 *SAP Hybris Cloud for Service* 的使用者存取 *SAP Hybris Cloud for Sales*。

- 2.6. *SAP Hybris Cloud for Customer, enterprise edition, user*, includes the *SAP Hybris Cloud for Customer, enhanced package, user*, plus access to the SAP HANA Cloud Platform resources identified under the section entitled “*SAP Hybris Cloud for Customer, enterprise edition*”, in the SAP HANA Cloud Platform Service Description Guide, located at <https://hcp.sap.com/capabilities/service-description.html> (also available from SAP upon request).

SAP Hybris Cloud for Customer (企業版) 使用者 包含 *SAP Hybris Cloud for Customer 增強套件使用者*，加上 *SAP HANA Cloud Platform 服務說明指南* (位在 <https://hcp.sap.com/capabilities/service->

[description.html](#)，亦可向 SAP 索取) 的「SAP Hybris Cloud for Customer (企業版)」一節中所述之 SAP HANA Cloud Platform 資源的存取。

- 2.7. *SAP Hybris Cloud for Customer, edge edition, user, includes access to certain functionalities from the Base Packages, the SAP Hybris Cloud for Customer B2B industry user option, and the SAP Hybris Cloud for Customer advanced user option as described in the Documentation.*

SAP Hybris Cloud for Customer (Edge 版) 使用者 包含對基礎套件、SAP Hybris Cloud for Customer : B2B 產業使用者選項及 SAP Hybris Cloud for Customer : 進階使用者選項特定功能的存取 (詳載於本文件)。

- 2.8. *SAP Hybris Cloud for Customer, imaging intelligence add on is an optional service that can be included in the Cloud Service subscription for an additional fee. The Usage Metric for SAP Hybris Cloud for Customer, imaging intelligence add on is images per month, in blocks of 1000 images. An image is a single picture taken by a User and uploaded to the Cloud Service for image recognition. As a prerequisite to SAP Hybris Cloud for Customer, imaging intelligence add on, Customer must subscribe to either (i) SAP Hybris Cloud for Sales and SAP Hybris Cloud for Customer, B2B industry option, or (ii) SAP Hybris Cloud for Customer, limited package user, or (iii) SAP Hybris Cloud for Customer, enhanced package user, or (iv) SAP Hybris Cloud for Customer, enterprise edition.*

SAP Hybris Cloud for Customer 圖像智慧 Add-On 為選擇性服務，可透過額外付費納入雲端服務訂閱中。SAP Hybris Cloud for Customer 圖像智慧 Add-On 的使用度量以每月圖片區塊計算 (每區塊 1000 張圖片)。影像為使用者拍攝的單一照片，並上傳至雲端服務以進行影像識別者。SAP Hybris Cloud for Customer 圖像智慧 Add-On 的先決條件為，客戶須訂閱以下四者其中之一 (i) SAP Hybris Cloud for Sales 及 SAP Hybris Cloud for Customer : B2B 產業選項，或 (ii) SAP Hybris Cloud for Customer 限定套件使用者，或 (iii) SAP Hybris Cloud for Customer 增強套件使用者，或 (iv) SAP Hybris Cloud for Customer (企業版)。

3. TERMS FOR SAP HYBRIS CLOUD FOR SOCIAL ENGAGEMENT SAP HYBRIS CLOUD FOR SOCIAL ENGAGEMENT 條款

SAP Hybris Cloud for Social Engagement includes integration to social media services and web sites and other similar services operated by third parties (“**Social Media Services**”). Customer will not transmit any personally identifiable information to any Social Media Service via the Cloud Service. Customer will not sell user data obtained through a Social Media Service. Customer shall maintain a privacy policy on any of its customer-facing pages on a Social Media Service, including any “fan page” or Twitter page, that details how Customer handles data submitted through such websites, and which includes all necessary information to tell end users how “SAP Hybris Cloud for Social Engagement” collects, stores, uses, displays, shares or transfers a user’s data. Customer will include a statement that reflects all material aspects of the following statement:

SAP Hybris Cloud for Social Engagement 包含社交媒體服務及網站和其他由第三方所經營之類似服務 (以下稱「**社交媒體服務**」) 的整合。客戶不得透過雲端服務傳送任何個人身分識別資訊至任何社交媒體服務。客戶不得銷售透過社交媒體服務取得之使用者資料。客戶應在社交媒體服務所有面向客戶的頁面 (包含「粉絲專頁」或 Twitter 頁面) 上維護隱私政策；該政策須具體說明客戶如何處理透過這類網站所提交的資料，其中包含所有告知終端使用者「SAP Hybris Cloud for Social Engagement」如何收集、儲存、使用、顯示、分享或傳輸使用者資料的必要資訊。客戶應加入聲明，以反映下列聲明中的所有資料：

*“This page uses the SAP Cloud solution. This solution calls available **[Social Media Service Name]** Application Programming Interfaces (APIs) which may deliver your **[Social Media Service Name]** Profile information you made available for the public, including, but not limited to, your name, first name, last name, gender, country, location, a link to your profile and picture. All messages including likes and contents that you post or otherwise add on this **[Social Media Service Name]** page can be collected, exported, and used by **[Customer***

Name] or a contracted third party for the business purposes of **[Customer Name]**. You may request deletion of your user data collected by **[Customer Name]** by sending an e-mail to xxxx@customer-name.com or any other means.”

「本頁面使用 SAP 雲端解決方案。此解決方案將呼叫可用的 **[社交媒體服務名稱]** 應用程式開發介面 (API)，其可能傳送您所公開的 **[社交媒體服務名稱]** 個人檔案資訊，包括但不限於您的名字、姓氏、性別、國籍、位置、個人檔案及圖片的連結。包含您張貼或加入到此 **[社交媒體服務名稱]** 頁面上的連結及內容等所有訊息，可能由 **[客戶名稱]** 或第三方承攬商按 **[客戶名稱]** 的商業用途進行收集、匯出及使用。您可要求刪除 **[客戶名稱]** 所收集關於您的使用者資料，方法是寄送電子郵件至 xxxx@customer-name.com 或透過任何其他方法。」

4. INTEGRATION COMPONENT

整合元件

In addition to the hosted portion of the Cloud Service, SAP shall make available for download by Customer the SAP Hybris Cloud for Customer integration component (the “**Integration Component**”). The Integration Component may only be used with the Cloud Service and may only be used by Authorized Users. Use of the Integration Component is not permitted with SAP Hybris Cloud for Customer, Edge edition. The Integration Component may not be modified or altered in any way except by SAP. The Integration Component is part of the Cloud Service, provided however, that notwithstanding anything in the Agreement to the contrary, once Customer downloads the Integration Component, Customer shall be responsible for the security of the same and the System Availability SLA does not apply.

除本雲端服務之託管部分外，SAP 應提供以下 SAP Hybris Cloud for Customer 整合元件供客戶下載（以下統稱「**整合元件**」）：整合元件僅得搭配雲端服務使用，且僅能由授權使用者使用。整合元件不允許搭配 SAP Hybris Cloud for Customer (Edge 版) 使用。整合元件不得以任何方式修改或變更，然由 SAP 所為者不在此限。整合元件屬於所提供之雲端服務的一部分，縱使本合約中有與此相反的條款，一旦下載整合元件後，客戶應對相同之安全性負責，且不適用系統可用性 SAL。

5. MOBILE ACCESS

行動存取

Users may access the Cloud Service through a mobile application obtained by Users via third-party websites. The use of such mobile applications is governed by the terms and conditions presented to the User upon download/access to the mobile application and not by the terms of the Agreement. Customer acknowledges that the third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time, and SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.

使用者可使用由其透過第三方網站獲得的行動應用程式存取本雲端服務。此類行動應用程式的使用受客戶下載/存取該行動應用程式時向其提供的條款與條件規範，而非本合約。客戶認可，運作透過其散佈該行動應用程式網站的第三方，可隨時停止散佈該行動應用程式，而 SAP 對於由於該第三方散佈者的原因導致該行動應用程式是不可用，概不負責。

6. GOOGLE MAPS SERVICE (“GM SERVICE”)

GOOGLE MAPS 服務（以下稱「GM 服務」）

In case the Cloud Service accesses the GM Service through a Google Maps API, Customer’s use of the GM Service is subject to Google’s Terms of Service, which are set forth at <http://www.google.com/intl/en/policies/terms/>. If Customer does not accept such Google Terms of Service, including, but not limited to, all limitations and restrictions therein, Customer may not use the GM Service in the Cloud Service. Use of the GM Service in or through the Cloud Service will constitute Customer’s acceptance of Google’s Terms of Service.

Customer's usage of the GM Service in or through the Cloud Service can be terminated by SAP without reason at any time and SAP will not be required to provide an equivalent service via another provider.

假如雲端服務將透過 Google Maps API 存取 GM 服務，則客戶對 GM 服務之使用將受 Google 條款和條件的規範（請見 <http://www.google.com/intl/en/policies/terms/>）。假如客戶不接受該 Google 服務條款，包括但不限於此處載明的所有限制，則客戶不應在雲端服務中使用 GM 服務。透過雲端服務或在雲端服務內使用 GM 服務，即表示客戶接受 Google 的服務條款。SAP 得隨時在不透露理由下終止客戶透過雲端服務或在雲端服務內使用 GM 服務，且 SAP 不需要透過其他供應商提供對等的服務。

7. ADDITIONAL TERMS FOR SAP HYBRIS CLOUD FOR CUSTOMER, IMAGING INTELLIGENCE ADD ON

SAP HYBRIS CLOUD FOR CUSTOMER 圖像智慧 ADD-ON 的其他條款

- 7.1** Customer may not upload any images containing personal data (including photographs of any natural person) or otherwise transmit any personal data to SAP Hybris Cloud for Customer, imaging intelligence add on. As such, the Data Privacy and Security – Data Controller to Data Processor Agreement referenced in or attached to the Order Form does not apply to SAP Hybris Cloud for Customer, imaging intelligence add on.

客戶不得上傳含有個人資料之任何影像（包含任何自然人之照片）或將任何個人資料傳送至 SAP Hybris Cloud for Customer 圖像智慧 Add-On。依此，訂單所指或所附加之資料隱私及安全性 – 「資料控管者對資料處理者協議」不適用於 SAP Hybris Cloud for Customer 圖像智慧 Add-On。

- 7.2** The System Availability SLA for SAP Hybris Cloud for Customer, imaging intelligence add on is 95.0% per month, and this System Availability SLA supersedes the System Availability SLA contained in the Service Level Agreement for SAP Cloud Services referenced in the Order Form. Only Cloud Service Maintenance Windows for the EMEA region (UTC+1) as stated in the Service Level Agreement for SAP Cloud Services apply to SAP Hybris Cloud for Customer, imaging intelligence add on.

SAP Hybris Cloud for Customer 圖像智慧 Add-On 的系統可用性 SLA 每月為 95.0%，且訂單所指的 SAP 雲端服務之服務層級協議中所包含的系統可用性 SLA 由此系統可用性 SLA 取代。根據 SAP 雲端服務之服務層級協議，僅 EMEA 地區 (UTC+1) 雲端服務的維護時間範圍適用於 SAP Hybris Cloud for Customer 圖像智慧附加元件。

Attachment 1
附件 1
to
附於
SAP Hybris Cloud for Customer
SAP Hybris Cloud for Customer
Supplemental Terms and Conditions
補充條款與條件
Supplemental Terms for use of SAP Cloud Applications Studio
SAP Cloud Applications Studio 使用補充條款

1. DEFINITIONS.

定義

- 1.1 “APIs”** means SAP’s application programming interfaces, as well as other commands or instructions that allow other software products to communicate with or call on the SAP Cloud Solution or the Cloud Applications Studio (for example, SAP enterprise services, ByDesign, Business Objects, BAPIs, Idocs, RFC, and ABAP customer exits) provided under this Agreement.

「API」係指 SAP 的應用程式開發介面，以及其他的命令或指令，以供其他軟體產品聯繫或呼叫按本合約提供之 SAP 雲端解決方案或 Cloud Applications Studio (例如，SAP Enterprise Service、ByDesign、Business Objects、BAPI、Idocs、RFC 及 ABAP 使用者出口)。

- 1.2 “Background Materials”** means any pre-existing works that include intellectual property rights owned by either SAP or Customer that have been prepared by SAP or Customer outside the scope of the Agreement or that were licensed from a third party.

「背景資料」係指任何預先存在的作品，其中包含 SAP 或客戶所擁有的智慧財產權，SAP 或客戶得在合約以外的範圍準備這些資料，或由第三方授權。

- 1.3 “Cloud Applications Studio”** means the overall SAP development environment to which SAP grants Customer access as outlined in this Supplement for development of the Customer Solution. It consists of the following elements: Software Development Kit, and Key User Tools.

「Cloud Applications Studio」係指整個 SAP 開發環境，SAP 授予客戶本補充條款所載明之存取權，以供開發客戶解決方案之用。其中包含下列元件：軟體開發套件和關鍵使用者工具。

- 1.4 “Customer Solution”** means a solution developed or packaged by Customer with the Cloud Applications Studio and/or the Key User Tools which adds new and independent functionality beyond that provided by the SAP Cloud Solution, including any new functional components for business processes not provided by the SAP Cloud Solution, that connect to and/or communicate through published SAP APIs or user exits, including new or modified user interface elements, new reports, new forms, new web services, and new or modified functionality. The Customer Solution must be custom-built to be used by Customer only without further distribution or licensing.

「客戶解決方案」係指由客戶使用 Cloud Applications Studio 和/或關鍵使用者工具所開發或封裝之解決方案，其在 SAP 雲端解決方案之外加入全新和獨立功能，包括 SAP 雲端解決方案未提供適用於商業流程的任何新功能元件，其透過發佈的 SAP API 或使用者出口進行連線和/或通訊，包括新建立或經修改的使用者介面元件、新報表、新表單、新 Web 服務，以及新建立或經修改的功能。客戶解決方案必須為量身訂制，以供客戶在未進一步散佈或授權下使用。

- 1.5 “Key User Tools”** means a set of tools that are available to configure, customize and extend the Customer Solution. This includes extensibility and flexibility enhancements as well as reporting enhancement capabilities. Configurations prepared with the Key User Tools may be incorporated into the Customer Solution.

「**關鍵使用者工具**」係指一系列工具，可用於設定、自訂及擴展客戶解決方案，包含在擴展能力及彈性上的強化，以及報表強化功能。使用關鍵使用者工具製作的組態可整合至客戶解決方案之中。

- 1.6** **“Modification”** means any alteration or modification to the SAP Cloud Solution, including but not limited to a change made to the source code and/or metadata of the SAP Cloud Solution.

「**修改**」係指對 SAP 雲端解決方案的任何變更或修改，包括但不限於對 SAP 雲端解決方案的原始碼和/或中繼資料所進行的變更。

- 1.7** **“SAP Cloud Solution”** refers to the SAP cloud product for which Customer has a valid subscription and with which the Cloud Application Studio will be used to develop the Customer Solution.

「SAP 雲端解決方案」係指 SAP 雲端產品，客戶可取得該產品的有效訂閱，並得搭配 Cloud Application Studio 以開發客戶解決方案。

- 1.8** **“Software Development Kit”** means the frontend components of the Cloud Applications Studio which are based on a developer framework and a user interface design tool. Customer develops solutions within the frontend Software Development Kit and based on a scripting language called SAP Cloud Applications Studio script.

「**軟體開發套件**」係指 Cloud Applications Studio 的前端元件，其以開發人員架構及使用者介面設計工具為基礎。客戶得使用前端軟體開發套件，並利用名為 SAP Cloud Applications Studio 指令檔的指令語言來開發解決方案。

- 1.9** **“Test Tenant”** means an SAP Cloud Solution tenant which may be simulating a live situation of a Customer environment that is enabled for testing during software development and is operated by SAP. Frontend access is optionally available.

「**測試承租人**」係指 SAP 雲端解決方案的承租人，其將在軟體開發的測試期間用於模擬客戶環境的真實情況，且將由 SAP 操作。前端存取為選擇性提供。

2. CUSTOMER OBLIGATIONS

客戶義務

- 2.1** Customer will be responsible for providing SAP with all necessary information on the Customer Solutions required for the applicable SAP Cloud Solution to interoperate with a Customer Solution and for SAP to fulfill its obligations under this Agreement.

客戶需負責提供 SAP 所有與客戶解決方案有關的必要資訊，以讓適用的 SAP 雲端解決方案得以與客戶解決方案整合，並讓 SAP 得以按本合約履行其義務。

- 2.2** Customer is responsible for ensuring that the Customer Solution remains compatible and interoperable with the SAP Cloud Solution during the term of Customer’s SAP Cloud Solution subscription.

客戶應負責確保客戶解決方案與 SAP 雲端解決方案在客戶的 SAP 雲端解決方案訂閱期間為相容且可整合。

- 2.3** Customer must subscribe to a Test Tenant with the SAP Cloud Solution for a term equal to the term of the subscription for the Cloud Application Studio.

客戶必須訂閱 SAP 雲端解決方案的測試承租人，其訂閱期間必須等於 Cloud Application Studio 的訂閱期間。

3. SAP OBLIGATIONS

SAP 的義務

- 3.1** SAP will provide Customer access to the Cloud Applications Studio for the purposes of this Agreement.

SAP 將提供客戶 Cloud Applications Studio 的存取權，以用於本合約所載之用途。

- 3.2** SAP will provide Customer with reasonably required information to allow Customer to keep the Customer Solution compatible and interoperable with the Customer’s SAP Cloud Solution subscription.

SAP 將提供客戶合理所需資訊，讓客戶解決方案能與客戶的 SAP 雲端解決方案訂閱保持相容並整合。

- 3.3** SAP will incorporate the Customer Solution into Customer’s SAP Cloud Solution environment. Customer grants SAP a non-exclusive license to operate the Customer Solution within the SAP Cloud Solution Environment for the term of the Agreement. SAP shall not be responsible for the support of the Customer Solution. SAP will activate or de-activate the Customer Solution upon notification by Customer. SAP is not responsible for uploading the Customer Solution into Customer’s SAP Cloud Solution environment. SAP reserves the right to refuse to incorporate the Customer Solution into Customer’s SAP Cloud Solution Environment, or to temporarily or permanently deactivate the Customer Solution at any time if (i) SAP reasonably believes such Customer Solution may have a negative impact on Customer’s SAP Cloud Solution system or (ii), Customer is in breach of any term or condition of its Agreement with SAP. Use of the Customer Solution is at Customer’s sole risk and SAP shall not be responsible for any changes or modifications of Customer Data by or through the Customer Solution. SAP incorporates the Customer Solution into Customer’s SAP Cloud Solution environment free of charge, “AS IS”. SAP is not responsible for ensuring that the Customer Solution is or will be available without interruption, including, without limitation, during any standard maintenance windows for the SAP Cloud Solution. However, SAP will use reasonable endeavors to make the Customer Solution available based on the SAP Cloud Solution service level agreement applicable to the SAP Cloud Solution. SAP shall not be responsible for any negative impact of the Customer Solution -on the availability, functionality or performance of Customer’s SAP Cloud Solution system.

SAP 會將客戶解決方案整合至客戶的 SAP 雲端解決方案環境。客戶授予 SAP 一非專屬授權，可依據本合約條款規定，於 SAP 雲端解決方案環境中操作客戶解決方案。SAP 不負責支援客戶解決方案。SAP 將在收到客戶通知下啟動或停用客戶解決方案。SAP 不負責將客戶解決方案上傳至客戶的 SAP 雲端解決方案環境。SAP 保留拒絕將客戶解決方案整合至客戶的 SAP 雲端解決方案環境，或隨時暫時或永久性停用客戶解決方案之權利，其發生之情況為 (i) SAP 合理相信該客戶解決方案可能對客戶的 SAP 雲端解決方案系統帶來負面影響，或 (ii) 客戶違反與 SAP 間所訂合約中的任何條款或條件。客戶應自行負責使用客戶解決方案的任何風險，且 SAP 對於使用或透過客戶解決方案對客戶資料的任何變更或修改概不負責。SAP 會「依原狀」免費將客戶解決方案整合至客戶的 SAP 雲端解決方案環境之中。SAP 不負責確保客戶解決方案可隨時使用，不會中斷，包括但不限於在 SAP 雲端解決方案的任何標準維護時間範圍內。但是，SAP 將透過合理之付出，依照 SAP 雲端解決方案適用之 SAP 雲端解決方案服務層級合約，提供客戶解決方案。SAP 不為客戶解決方案對 SAP 雲端解決方案系統的可用性、功能或效能造成的任何負面影響負責。

4. USE RIGHTS / INTELLECTUAL PROPERTY RIGHTS

使用權/智慧財產權

- 4.1** SAP hereby grants Customer, for the term of the Order Form, a non-exclusive, limited license for Authorized Users to access and use the Cloud Applications Studio and its Documentation to develop and test the Customer Solution.
SAP 於訂單期間特此授予客戶一份非獨占的有限授權，供授權使用者存取並使用 Cloud Applications Studio 及其說明文件，以開發並測試客戶解決方案。
- 4.2** Any use not expressly set forth herein is strictly prohibited and subject to a separate written agreement.
嚴禁任何未載明於本合約的使用方式，如有需要應另訂立書面協議規範。
- 4.3** Subject to the terms set out herein, Customer shall own the portions of the Customer Solution developed by Customer hereunder and the intellectual property rights therein, excluding any SAP Background Materials, SAP APIs or SAP libraries and any derivative works thereof.
客戶依本合約條款規範，擁有由客戶所開發的客戶解決方案部分之所有權及智慧財產權，但不包含任何 SAP 背景資料、SAP API 或 SAP 程式庫及任何衍生作品。
- 4.4** Except to the extent explicitly specified, nothing in this Supplement shall be construed, whether by implication, estoppel or otherwise, to transfer ownership rights in or grant license

rights to the Background Materials of the other party. Nothing shall restrict SAP or any SAP Affiliate from independently developing any new or improved functionalities, products, means, systems and/or processes related to the SAP Cloud Solution, including but not limited to the Customer Solution, which in whole or in part are congruent, similar and/or comparable to developments by Customer. SAP reserves the rights to provide additional or new SAP software products.

除非明確載明，否則本補充條款不得解釋為移轉所有權給他方或授權他方使用背景資料，不論以默示、不容否認或其他方式皆然。任何內容均不得限制 SAP 或任何 SAP 關係企業獨立開發與 SAP 雲端解決方案相關的任何全新或改善的功能、產品、方法、系統和/程序，包括但不限於客戶解決方案，客戶解決方案的全部或其中一部分應與客戶的開發一致、相近和/或對等。SAP 保留提供其他或全新 SAP 軟體產品之權利。

- 4.5** Customer shall be entitled to grant subcontractors, agents or freelancers access to the Cloud Applications Studio to develop on Customer's behalf. Customer must ensure and shall be responsible that such third parties adhere to the terms of the Agreement and Customer is liable to SAP for any breach of these terms due to such access by subcontractors, agents or freelancers.

客戶應有權授權分包商、代理人或自由接案人員存取 Cloud Applications Studio，以代表客戶開發。若因分包商、代理人或自由接案人員之前述存取致有違反本合約條款之情形，則客戶須負責確保受本合約條款規範之第三方及客戶本身對 SAP 負擔賠償責任。

- 4.6** SAP may provide Customer with certain front-end components of the Cloud Applications Studio which must be installed by Customer on its hardware. Customer is responsible for installing such front-end components of the Cloud Applications Studio.

SAP 可能提供客戶 Cloud Applications Studio 的某些前端元件，客戶應自行安裝在硬體上。客戶需負責安裝 Cloud Applications Studio 的該前端元件。

- 4.7** Nothing shall restrict SAP or any SAP Affiliate from independently developing any new or improved functionalities, products, means, systems and/or processes related to the SAP Cloud Solution, including but not limited to the Customer Solution, which in whole or in part are congruent, similar and/or comparable to developments by Customer. SAP reserves the rights to provide additional or new SAP software products.

任何內容均不得限制 SAP 或任何 SAP 關係企業獨立開發與 SAP 雲端解決方案相關的任何全新或改善的功能、產品、方法、系統和/程序，包括但不限於客戶解決方案，客戶解決方案的全部或其中一部分應與客戶的開發一致、相近和/或對等。SAP 保留提供其他或全新 SAP 軟體產品之權利。

5 ADDITIONAL LICENSING TERMS

其他授權條款

- 5.1** In order to create the Customer Solution, and subject to Customer's full compliance with the following additional licensing terms, SAP hereby grants to Customer a limited, royalty-free, fully paid-up, non-exclusive, worldwide, non-transferable right and license to reproduce APIs solely for the purpose of incorporating them into the Customer Solution, provided however that Customer has no right to transfer, sublicense or otherwise distribute any APIs. Customer shall not modify or create a derivative work of any APIs, in whole or in part, except to create the Customer Solution in accordance with this Supplement.

為了建立客戶解決方案，並使客戶完全符合下列其他的授權條款，SAP 在此授予客戶一份有限、無須支付權利金、已完全付清、非專屬、全球性、不可轉移的權利與授權，以供客戶重製 API，且僅得用於將 API 整合到客戶解決方案之中，但前提是客戶不得轉移、再授權或以其他方式散佈任何 API。客戶不得對任何 API 之全部或部分進行修改或建立衍生性作品，但按照本補充條款之規定用於建立客戶解決方案者，則不在此限。

- 5.2** The Customer Solution must not: (i) unreasonably impair, degrade or reduce the performance or security of the SAP Cloud Solution or the Cloud Applications Studio; (ii) enable the bypassing or circumventing of SAP license restrictions and/or provide users with access to the SAP Cloud Solution or the Cloud Applications Studio to which such users are not directly

licensed; or (iii) render or provide, without written consent from SAP, any information concerning SAP products; and/or (iv) permit mass data or metadata extraction from SAP software to a non-SAP software (including cloud solutions), including use, modification, saving or other processing of such data in the non-SAP software.

客戶解決方案不得：(i) 不合理地削弱、降低或削減 SAP 雲端解決方案或 Cloud Applications Studio 的效能或安全；(ii) 協助跨越或規避 SAP 授權限制和/或向未經直接授權的使用者提供存取 SAP 雲端解決方案或 Cloud Applications Studio 的權限；(iii) 未經 SAP 書面同意，交出或提供任何有關 SAP 產品的資訊；和/或 (iv) 允許將大量資料或中繼資料從 SAP 軟體擷取至非 SAP 軟體（包含雲端解決方案），包括在非 SAP 軟體中使用、修改、儲存或以其他方式處理此類資料。

- 5.3** To the extent SAP accesses Customer Solutions in accordance with this Agreement, Customer agrees that any such access shall not be deemed to satisfy any element of a claim of trade secret misappropriation or copyright infringement.

若 SAP 以符合本合約規範方式存取客戶解決方案，則客戶同意於此情形下，不得將任何此等存取視為符合濫用營業秘密或侵害著作權之任何要件。

- 5.4** APIs are subject to ongoing changes. Customer is responsible for adapting the Customer Solution to such changes to APIs.

API 會持續變更。客戶需負責改編客戶解決方案以適應此類 API 變更。