

SAP Hybris Commerce, cloud edition
SAP hybris Commerce 雲端版
and
與
SAP Hybris Commerce, Edge cloud edition
SAP Hybris Commerce Edge 雲端版
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 Commerce, cloud edition and SAP Hybris Commerce, Edge cloud edition (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 雲端服務的一部分（以下簡稱「**合約**」），僅適用於 SAP Hybris Commerce（雲端版）與 SAP Hybris Commerce Edge 雲端版（以下簡稱「**雲端服務**」），不適用於其他任何 SAP 產品或服務。

1. DEFINITIONS

名詞定義

1.1. Application Support means support services for implementation, ongoing site changes/deployments and software applications, which are to be managed by Customer or its designated Implementation Firm.

應用支援係指將由客戶或其指定執行機構來管理之執行、持續網站變更/部署和應用支援的支援服務。

1.2. Build Deployment means the deployment of a Customer build of SAP code, database configuration and/or configuration from a Development Environment to a Staging Environment, User Acceptance Testing (UAT) or Production Environment, including the initial load and each subsequent update.

建構部署係指客戶對 SAP 程式碼、資料庫組態及/或源自開發環境到模擬環境之組態、使用者驗收測試 (UAT) 或生產環境的建構部署，包括初次載入及各該後續更新。

1.3. Business Days means any day which is not a Saturday, Sunday or national public holiday in the country in which the data center where Customer’s Cloud Service environment is hosted.

工作日係指客戶雲端服務環境所託管之資料中心的國家，非屬周六、周日或國定假日的任何日子。

1.4. Business Hour(s) means the hours of 9:00 a.m. to 5:00 p.m. on a Business Day in the time zone of the data center where Customer’s Cloud Service environment is hosted (prevailing Eastern Time for North America and LATAM region, prevailing Central European Time for EMEA region and prevailing Australian Eastern Time for Asia/ Pacific region).

營業時間係指工作日的上午 9 點到下午 5 點，以客戶雲端服務環境所託管之資料中心的時區為主（北美及自由貿易協定區域以東部時間為主；歐洲、中東、非洲地區以歐洲中部時間為主；亞太地區則以澳洲東部時間為主）。

1.5. Commerce Channels means Customer’s Website, mobile applications or customer services channels to be hosted by SAP pursuant to this Agreement.

商務管道係指 SAP 依本合約代表之客戶網站、行動應用程式或客戶服務管道。

1.6. Development Environment means an instance of the Cloud Service configured in accordance with the specification for the development environment provided by Customer or the Implementation Firm.

開發環境係指根據客戶或執行機構所提供之開發環境規格而配置之雲端服務執行個體。

1.7. Extraordinary Activity means a rise in Peak Page Views per second above the subscription tier of Peak Page Views per Second in the Order Form.

異常活動係指每秒尖峰網頁瀏覽數，增高到高於本訂單中每秒尖峰網頁瀏覽數的訂閱等級。

- 1.8. 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。
- 1.9. Implementation Firm** means the third party selected by Customer to provide the Implementation Services and Application Support as identified by Customer.
執行機構係指客戶所選定由其負責提供客戶所指定之執行服務和應用程式支援的第三人。
- 1.10. Implementation Services** means the services performed by the Implementation Firm to deploy, set-up, or otherwise configure the Commerce Channels and the SAP software to function and perform the Cloud Service for Customer.
執行服務係指由執行機構部署、設定或以其他方法配置之商務管道和 SAP 軟體，以運作和執行雲端服務予客戶。
- 1.11. Page Views** means Every HTML page load with an HTTP response code 200 and the content type html. The following list includes examples of activities considered Page Views, but is not intended to be an exclusive list:
網頁瀏覽數係指 HTTP 回應碼 200 且內容類型為 html 的所有 HTML 網頁加載。下表包含視為網頁瀏覽數的活動範例，但並非供作專屬清單：
- (a) Single views of a mobile or browser application or HTML page load of an internet site, via screen views, screen states, mobile web pages, web stores, the In-Store module or Contact Center module, for which the Cloud Service provides data.
透過螢幕檢視、螢幕狀態、行動網頁、行動商店、店內模組或聯絡中心模組所進行之行動或瀏覽器應用程式單次瀏覽，或是網際網路網站的 HTML 網頁加載，其中，雲端服務將提供資料。
 - (b) JSP page requests, Ajax requests, REST service requests, SOAP service requests, or other application server requests through the Cloud Service.
透過雲端服務提出的 JSP 網頁要求、Ajax 要求、REST 服務要求、SOAP 服務要求或其他應用程式伺服器要求。
- 1.12. Peak Page Views per second or PPV** means the number of successful Page Views served by hosted web site(s) averaged over the period of 5 minutes to represent a per second value. "Peak Page Views per Second" is the maximum number calculated from the values above in a given period of time.
每秒尖峰網頁瀏覽數或 PPV 係指託管網站在 5 分鐘的期間內，所平均執行成功載入網頁瀏覽數之數目，並以每秒之數值來呈現。「每秒尖峰網頁瀏覽數」乃是從上述數值中在某一既定時間內算出的最大值。
- 1.13. Production Environment** means an instance of the Cloud Service configured in accordance with the specification for the production environment provided by Customer and/or the Implementation Firm.
生產環境係指根據客戶及/或執行機構所提供之生產環境規格而配置之雲端服務執行個體。
- 1.14. SAP Hybris Commerce, cloud edition Services Description** means the document describing the managed services provided by SAP as part of the Cloud Service. The SAP Hybris Commerce, cloud edition Services Description may be updated by SAP from time to time, subject to the modifications provisions of the GTC. The current version is located at <http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html> (and made available to Customer upon request).
SAP Hybris Commerce (雲端版) 服務說明書係指用以說明雲端服務中 SAP 所提供之託管服務的文件。SAP Hybris Commerce (雲端版) 服務說明書得由 SAP 遵照 GTC 之修改規定不時加以更新。您可至以下網址取得最新版本：<http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html> (最新版本將於接獲要求時提供給客戶)。
- 1.15. Staging Environment** means an instance of the Cloud Service configured in accordance with the specification for the staging environment provided by Customer and/or the Implementation Firm.
模擬環境係指根據客戶及/或執行機構所提供之模擬環境規格而配置之雲端服務執行個體。

- 1.16. Support** means support for the Cloud Service including support for the Hosting Platform, but excluding Application Support.
支援係指對於雲端服務的支援，包括對於託管平台之支援，但並不合應用支援。
- 1.17. Surge Event** means an event that may cause Extraordinary Activity on any Commerce Channel.
波動事件係指可能導致在商務管道上發生異常活動之事件。
- 1.18. Surge Notice** means written notice provided by Customer to Customer's SAP technical account manager at least one month in advance of a Surge Event reasonably anticipated by Customer.
波動通知係指客戶在其合理預期可能發生波動事件至少一個月前，向其 SAP 技術客戶經理所為之書面通知。
- 1.19. Third Party Applications** has the meaning set forth in Section 2.4 of this Supplement.
第三方應用程式之定義，係如補充條款第 2.4 條所述。
- 1.20. Third Party Web Services** has the meaning set forth in Section 2.3 of this Supplement.
第三方網路服務之定義，係如補充條款第 2.3 條所述。
- 1.21. Website** means Customer's website(s) for which the Cloud Service is provided pursuant to this Agreement.
網站係指根據本合約為其提供雲端服務之客戶網站。

2. CLOUD SERVICE

雲端服務

- 2.1** Included software functionality delivered with the SAP Hybris Commerce, cloud edition and SAP Hybris Commerce, Edge cloud edition is specified in the SAP Hybris Commerce, Cloud Feature Specification document located at: <http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specification8ns.html> (and made available to Customer upon request), as may be updated by SAP from time to time, subject to the modifications provisions of the GTC.
SAP Hybris Commerce 雲端特性規格文件將載明與 SAP Hybris Commerce (雲端版) 及 SAP Hybris Commerce Edge 雲端版一起交付之內建軟體功能，您可至以下網址取得該文件：
<http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specification8ns.html> (該文件將於接獲要求時提供給客戶)，該文件得由 SAP 遵照 GTC 之修改規定不時加以更新。
- 2.2** The Cloud Service includes the hosted infrastructure and application framework provided to Customer as described in the SAP Hybris Commerce, cloud edition Services Description. Customer is responsible for controlling the configuration of the Cloud Service to meet Customer's business requirements. The Cloud Service does not include any Customer-specific modifications or additions.
雲端服務包括如 SAP Hybris Commerce 雲端版服務說明書所述，提供予客戶之託管基礎設施和應用程式架構。客戶應負責控制雲端服務之組態，以符合客戶之營業需求。雲端服務並不包含任何客戶特定的修改或新增。
- 2.3** Following the signing of the Order Form and Customer's completion and return to SAP of the "SAP Hybris Commerce, cloud edition Initial Implementation Form", which is used to gather basic information required for Cloud Service set up, SAP will use its commercially reasonable efforts to meet the following targeted schedule from the date of a "kick-off" meeting / call at a date and time mutually agreed by SAP and Customer, to provide the following:
隨著簽署訂購單和客戶填妥「SAP Hybris Commerce 雲端版初始執行表」(此表乃是用來收集設定雲端服務所須之基礎資訊之用) 並交還予 SAP 後，SAP 會盡其商業上合理之努力，自「啟動會議」之日起，或在 SAP 與客戶間所合意之下列目標時程的日期與時間內，提供以下各個項目：
One Development Environment – 7 Business Days
一組開發環境 – 7 個工作日

One Staging Environment – 14 Business Days

一組模擬環境 – 14 個工作日

One Production Environment – 21 Business Days

一組生產環境 – 21 個工作日

Customer or its Implementation Firm will have necessary access to the Development Environment, however all access to the Staging Environment and Production Environment is restricted to SAP's deployment staff for security and stability purposes. Operating system level access to all environments is restricted to SAP's deployment staff.

客戶或其執行機構將對開發環境具有必要存取權，惟對於模擬環境和生產環境的一切存取權，均應為安全性與穩定性之目的，而以 SAP 所部署之人員為限。所有環境的作業系統層級存取均以 SAP 所部署之人員為限。

- 2.4 The sizing of the Production Environment is calculated in a sizing exercise prior to execution of the Order Form, and is based on reference architectures for the overall Peak Page View commitment of Customer. The reference architectures are based on the standard application framework (i.e. SAP Hybris Commerce Accelerator framework) for the Cloud Service, and SAP does not warrant any specific level of performance of the Cloud Service to the extent affected by Customer customized code.

生產環境之大小係自簽署訂購單前於大小演練中計算，並依據客戶整體每秒尖峰網頁瀏覽數的參考架構。參考架構係依據雲端服務的標準應用程式架構（亦即 SAP Hybris Commerce Accelerator 架構），SAP 無法保證雲端服務之任何特定效能層級受客戶自訂程式碼影響的程度。

- 2.5 If Customer installs or enables any applications of third parties (“**Third Party Applications**”) or Third Party Web Services for use with the Cloud Service, SAP may allow such third party providers to access Customer Data as required for the interoperation of the Third Party Applications or Third Party Web Services with the Cloud Service. SAP will not be responsible for any disclosure, modification or deletion of any Customer Data resulting from any such access by Third Party Application or Third Party Services providers and Customer shall ensure that such access does not violate any applicable law, the rights of any individuals or third parties and will not result in unauthorized access to the Cloud Service or Customer Data.

若客戶安裝或啟用任何第三方應用程式（以下簡稱「**第三方應用程式**」）或第三方網路服務，以供與雲端服務共用，SAP 得准許該第三方提供商存取客戶資料，但以該等資料係為讓雲端服務與第三方應用程式或第三方網路服務互操作所需者為限。對於任何客戶資料由於第三方應用程式或第三方服務提供商之此等存取所致的任何揭露、修改或刪除，SAP 並不負責，且客戶應確保該存取並不違反任何相關法律、任何個人或第三人之權利，且不會導致對於雲端服務或客戶資料未經授權之存取。

- 2.6 Customer shall ensure it has all necessary rights to install Third Party Applications on the Development Environment, Staging Environment and Production Environment and to use such Third Party Applications as implemented by Customer with the Cloud Service. Customer shall ensure that it and its Implementation Firm comply with all applicable license terms for such Third Party Applications. SAP is not responsible for any negative effects on the Cloud Service caused by such Third Party Applications.

客戶應確保使其具備得在開發環境、模擬環境和生產環境上安裝第三方應用程式的一切必要權利，並可使用客戶隨同雲端服務所執行之該第三方應用程式。客戶應確保其與執行機構皆遵守上述第三方應用程式的所有適用授權條款。對於上述第三方應用程式為雲端服務造成之任何負面影響，SAP 概不負責。

3. FEES 費用

- 3.1 The Usage Metric for the following services is Peak Page Views per second: SAP Hybris Commerce, cloud edition; SAP Hybris Commerce, Edge cloud edition; SAP Hybris Commerce, cloud edition, order management services; and SAP Hybris Commerce, cloud edition, telco accelerator. The initial subscription to each of these services includes 20 Peak Page Views per second based on a Flat Fee per month, except for SAP Hybris Commerce, Edge cloud edition, which includes 10 Peak Page Views per second based on a Flat Fee per month. Except for SAP

Hybris Commerce, Edge cloud edition for which no additional tiers are available, additional tiers of Peak Page Views per second are available in blocks of 10.

下列服務的使用度量為每秒尖峰網頁瀏覽數：SAP Hybris Commerce (雲端版)；SAP Hybris Commerce Edge (雲端版)；SAP Hybris Commerce (雲端版)：訂單管理服務；及 SAP Hybris Commerce (雲端版)：電信業加速器。依每月固定費用計算，各該服務之初始訂閱均包含 20 個每秒尖峰網頁瀏覽數，但包含 10 個每秒尖峰網頁瀏覽數的 SAP Hybris Commerce Edge 雲端版除外。除不提供額外階層的 SAP Hybris Commerce Edge 雲端版外，每秒尖峰網頁瀏覽數的額外階層均以 10 為單位提供。

- 3.2** The Usage Metric for the optional SAP Hybris Commerce, cloud edition, entitlement and metering module (not available for SAP Hybris Commerce, Edge cloud edition) is contacts. Contacts are the number of unique records of customers, prospects, employees, business partners, and constituents within the context of the Cloud Service. The base subscription includes 50,000 contacts, and additional tiers may be purchased in blocks of 50,000.

選用 SAP Hybris Commerce (雲端版)、權利與計量模組 (不適用於 SAP Hybris Commerce Edge 雲端版) 之使用度量為合約。聯絡人係指本服務內容內的客戶、潛在客戶、員工、事業夥伴和委託人的唯一記錄數。基礎訂閱包含 50,000 位聯絡人，並得以 50,000 為單位購買額外的階層。

- 3.3** The Usage Metric for the following services is a Flat Fee per month: SAP Hybris Commerce, cloud edition, data hub; SAP Hybris Commerce, cloud edition, infrastructure services; SAP Hybris Commerce, cloud edition, development environment; SAP Hybris Commerce, cloud edition, staging environment; and SAP Hybris Commerce, cloud edition, production environment.

下列服務的使用度量為每月固定費用：SAP Hybris Commerce (雲端版)：資料中心；SAP Hybris Commerce (雲端版)：基礎架構服務；SAP Hybris Commerce (雲端版)：開發環境；SAP Hybris Commerce (雲端版)：模擬環境；及 SAP Hybris Commerce (雲端版)：正式運作環境。

- 3.4** Customer (unless subscribed to SAP Hybris Commerce, Edge cloud edition) may subscribe to additional Peak Page Views per second in blocks of 10 Peak Page Views per second to cover a temporary (three month minimum) increase in Peak Page Views per second by providing SAP the Surge Notice as set forth in Section 5.5 of these Supplemental Terms and Conditions and executing an Order Form (or an addendum to the Order Form) for the additional volume and associated fees.

客戶 (除非訂閱 SAP Hybris Commerce Edge 雲端版) 得以 10 個每秒尖峰網頁瀏覽數為單位訂閱額外的每秒尖峰網頁瀏覽數，以因應臨時性的 (至少三個月) 每秒尖峰網頁瀏覽數增長，其方法是向 SAP 發出如本補充條款與條件第 5.5 條所述之波動通知，並就額外數量與相關費用簽署訂購單 (或訂購單附錄)。

- 3.5** SAP Hybris Commerce, cloud edition and SAP Hybris Commerce, Edge cloud edition include the infrastructure resources set forth in the table below. Additional infrastructure resources may be included in Customer's subscription by executing an Order Form (or an addendum to the Order Form) for the additional volume and associated fees, except for the SAP Hybris Commerce, Edge cloud edition.

SAP Hybris Commerce (雲端版) 與 SAP Hybris Commerce Edge 雲端版包含下表所述之基礎設施資源。除 SAP Hybris Commerce Edge 雲端版外，凡就額外數量與相關費用簽署訂購單 (或訂購單附錄)，即可將額外的基礎設施資源納入客戶之訂閱內容中。

VPNs VPN	1	Usage Metric = Tunnel 使用度量 = 通道
Storage 儲存	400	Usage Metric = GB 使用度量 = GB
Bandwidth 頻寬	20	Usage Metric = Mbps 使用度量 = Mbps

- 3.6** The amount of RAM and the number of CPU cores, servers SAP deploys for Customer's Production Environment is determined by the sizing exercise described in Section 2.4 of this Supplement. Customer (unless subscribed to SAP Hybris Commerce, Edge cloud edition) may subscribe to an optional Multiprotocol Label Switching line (MPLS) (Usage Metric = Mbps), and additional RAM (Usage Metric = GB), CPU cores (Usage Metric = Pieces) and servers (Usage Metric = Flat Fee per month). Servers are available in the following sizes: small (1 core, 4 GB RAM, 40 GB disk storage), medium (2 cores, 8 GB RAM, 40 GB disk storage) and large (4 cores, 16 GB RAM, 40 GB disk storage). Subscription to additional infrastructure services may not be substituted for a subscription to Peak Page Views per second required by Extraordinary Activity.

SAP 為客戶生產環境所部署的 RAM 數量與 CPU 核心、伺服器數量係依本補充條款第 2.4 條所述之大小演練而定。客戶（訂閱 SAP Hybris Commerce Edge 雲端版者除外）得訂閱選用的多協定標籤交換線路（MPLS）（使用度量 = Mbps）及其他 RAM（使用度量 = GB）、CPU 核心（使用度量 = 顆）與伺服器（使用度量 = 每月固定費用）。您可以使用下列大小的伺服器：小（1 顆核心、4 GB RAM、40 GB 磁碟儲存空間）、中（2 顆核心、8 GB RAM、40 GB 磁碟儲存空間）與大（4 顆核心、16 GB RAM、40 GB 磁碟儲存空間）。訂閱其他基礎設施服務不得取代訂閱異常活動的每秒尖峰網頁瀏覽數。

4. CUSTOMER DATA

客戶資料

4.1. Customer Obligations/Responsibilities.

客戶的義務/責任。

- (a) Customer shall maintain a privacy policy on any of its customer-facing Websites that details how Customer handles data submitted through such Websites, and which informs end users how the Cloud Service collects, stores, uses, displays, shares or transfers a user's data.
客戶應在所有面向客戶的網站，保留隱私權政策；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，並通知終端使用者本雲端服務如何收集、存儲、使用、顯示、分享或傳輸使用者資料的必要資訊。
- (b) SAP will not be integrating and hosting Customer's third party payment gateway (where all Customer Website transactions will be processed and credit card information will be stored), and Customer should not provide any information stored on such Customer payment gateway to SAP. Customer's third party payment gateway is within Customer's sole responsibility.
SAP 不會整合與代管客戶的第三方付款閘道（即：負責處理所有客戶網站交易和儲存信用卡資訊之處），且針對客戶在此客戶付款閘道上所儲存之任何資訊，不應將其存取權提供給 SAP。客戶對於第三方付款閘道應承擔一切責任。
- (c) Customer is solely responsible for the accuracy, completeness, and timeliness of the Customer Data, and the content of the Commerce Channels, and for any decision made or action taken by Customer, any end user, or any third party in reliance upon any Customer Data or content on the Commerce Channels. SAP's sole obligation in this regard is to accurately reproduce such Customer Data on Customer's instruction as provided in this Agreement.
客戶應就客戶資料之正確性、完整性與適時性，和商務管道的內容，與客戶所為或所採取之任何決定或措施、任何終端使用者或任何第三人信賴任何客戶資料或商務管道上之內容，全權負責。SAP 與此相關之唯一責任乃是如本合約所訂按照客戶指示正確複製客戶資料。
- (d) Customer shall maintain the Cloud Service application framework on a currently supported version. SAP will provide Customer with support lifecycle information upon request.

客戶應將雲端服務應用程式架構維持在目前支援的版本。SAP 將會在客戶要求時提供支援生命週期資訊。

- (e) The Cloud Service relies on a number of standard software components and base applications, as well as the server operating system, which are updated regularly according to SAP internal compliance rules. This update process is mandatory to support the functionality and security of the Cloud Service. Customer must support the update process and confirm and validate that the respective updates can be performed in a timely manner on all environments.

本雲端服務必須大量使用依 SAP 內部符合規則定期更新的標準軟體元件、基礎應用程式與伺服器作業系統。您必須完成此更新過程，以支援本雲端服務的功能與安全性。客戶必須支援更新過程，並確認與驗證個別更新過程可在所有環境中及時執行。

- (f) SAP produces regular updates to SAP Hybris software components and will provide technical details within product release notes and email notification to Customer. SAP released updates are available to Customer as part of its subscription. It is Customer's responsibility to determine which updates to apply to its environments and to update Customer code to run with newer versions of the SAP Hybris software. SAP will not manage Customer applications in the cloud which are running on old, deprecated versions of the SAP Hybris software for which there is no current product support.

SAP 產製 SAP Hybris 軟體元件的定期更新，同時將在產品發行說明中向客戶提供技術細節與電子郵件通知。作為此訂閱的一部分，SAP 會向客戶提供其所發行的更新。客戶必須負責判斷要套用至其環境的更新並更新客戶代碼，以使用較新版本的 SAP Hybris 軟體來執行。SAP 不會管理雲端中以舊版、過時 SAP Hybris 軟體執行的客戶應用程式，因是類應用程式已無現行產品支援。

- (g) SAP is not responsible for any delays resulting from the non-performance of the cooperation duties or for cases where the prerequisites in the SAP Hybris Commerce, cloud edition Services Description are not fulfilled. Customer is solely responsible for the provision of its cooperation and for the fulfillment of the prerequisites and will bear any related additional costs and efforts associated with such non-performance.

對於因不履行合作責任或未達成 SAP Hybris Commerce (雲端版服) 務說明書先決條件所生之任何遲延，SAP 概不負責。客戶應全權負責釋出其合作意願並達成先決條件，同時承擔未履行上開責任所生之相關額外成本與工作。

- 4.2. SAP Obligations.** SAP shall follow its archiving procedures for Customer Data as set out in the SAP Hybris Commerce, cloud edition Services Description. In the event of any loss or damage to Customer Data, SAP shall use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by SAP in accordance with the archiving procedure described in its SAP Hybris Commerce, cloud edition Services Description. SAP shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, (except those third parties sub-contracted by SAP to perform the Cloud Service).

SAP 的義務。 SAP 應遵循其如 SAP Hybris Commerce 雲端版服務說明書所述關於客戶資料之備份程序。倘若客戶資料發生任何喪失或毀損，SAP 應盡商業上合理努力，將該喪失或毀損之客戶資料，從 SAP 依據其在 SAP Hybris Commerce 雲端版服務說明書內所述之備份程序，就該客戶資料所為之最後一次備份中復原。SAP 對於因任何第三人所造成之客戶資料喪失、毀損、變更或揭露概不負責（但該第三人如係經 SAP 外包由其負責執行雲端服務者則除外）。

- 4.3. Responsibility for Customer Data.** SAP is neither obliged nor able to edit, review or modify Customer Data (including third party information). 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. Customer is solely responsible for products (including software) or services provided, advertised, sold or otherwise made available by means of the Cloud Service, including any fraud committed in connection with the Cloud Service that may take place on the Commerce Channels, including, but not limited to fraudulent transactions placed by end users.

對客戶資料之責任。 SAP 並無義務、亦無法編輯、檢視或修改客戶資料 (包括第三方資訊)。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。倘任何客戶資料 (或第三方資訊) 依據本條而經移除，SAP 將通知客戶。客戶應就經由雲端服務所提供、宣傳、銷售或以其他方法供應之產品 (包括軟體) 或服務，包括任何可能發生在商務管道上與雲端服務有關之任何詐欺 (包括但不限於由終端使用者所為之交易詐欺)，應全權負責。

5. AVAILABILITY. 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:

可用性。 訂單所指 SAP 雲端服務的服務層級協議與 GTC 中的 SAP 系統可用性保證，應由下列規定取代之：

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 and excluding content, third party service calls and custom code developed by Customer or its Implementation Firm which can potentially increase page load times) loads to a user's browser in three seconds or less as measured by the reporting tools within the SAP network) to Customer for 99.9% of the time (7x24) in any calendar month, excluding Scheduled Maintenance (or a change to the Managed Services) which Customer would be informed of in advance (“**Service Level Objective**”). Scheduled downtime for maintenance will take place during pre-defined maintenance windows (“**Scheduled Maintenance**”) as set forth in the SAP Hybris Commerce, cloud edition Services Description.

「適用」或「適用性」係指與託管平台之生產環境有關、於三秒或更短之時間內 (依 SAP 網路內之報表工具所量測者為準) 就任何日曆月之 99.9% 的時間 (7x24) 中，載入至使用者之瀏覽器的原始網頁程式碼 (html 或與其類似者，但不包括由客戶或其執行機構所開發而有可能得以增加網頁加載次數之內容、第三方服務請求與自訂程式碼)，但客戶事先可經通知而得悉之定期維護 (或對託管服務所為之任何變更) 則除外 (下稱「**服務等級目標**」)。表定之維護停機時間，將於 SAP Hybris Commerce 雲端版服務說明書中所列預先定義之維護期間內進行 (下稱「**定期維護**」)。

5.2 The Service Level Objective applies specifically to the availability of the Production Environment of the Hosting Platform within the SAP-controlled network and does not apply to Application Support related issues which are the responsibility of Customer and/or its Application Support provider. 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 SAP Hybris Commerce, cloud edition Services Description.

對於 SAP 管控範圍內之網路的託管平台而言，服務等級目標特別適用於其生產環境的可用性，而不適用於與應用支援相關的事宜 (該等事宜乃屬客戶及/或其應用支援提供商之職責)。客戶應在其進行可能會影響雲端服務效能之任何維護前十天，向 SAP 提出的事前通知；通知之方法為透過 SAP Hybris Commerce (雲端版) 服務說明書所述之支援管道向 SAP 開立請求單。

5.3 In the event SAP fails to meet the Service Level Objective, Customer will have a right to receive a credit (“Availability Credit”) in the amount of 2% of monthly subscription fees for the Cloud Service for each 1% below the Service Level Objective, not to exceed 100% of monthly subscription fees amount, which Customer may apply to a future invoice relating to the Cloud Service which did not meet the Service Level Objective. The Availability Credit shall be a remedy available to Customer for SAP's breach of the System Availability warranty in accordance with the “**System Availability**” section of the GTC. Claims under this Service Level Objective must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant calendar month. SAP will provide to

customers a monthly report describing Availability for the Cloud Service either (i) by email following Customer's request to its assigned SAP account manager, or (ii) through an online portal made available to customers, when such online portal becomes available.

倘 SAP 未能達到服務等級目標，每低於服務等級目標之一個百分點，客戶將有權獲得雲端服務月訂閱費 2% 的減免（以下稱「可用性抵扣」），最高為月訂閱費的 100%；客戶得將該等減免適用於日後與雲端服務有關而未達到服務等級目標之發票上。依 GTC 中「系統可用性」一節規定，可用性抵扣應為客戶對 SAP 違反系統可用性保證之補償。依此服務等級目標而進行之索賠，必須誠信行事，並於有關日曆月份結束後三十（30）個工作日內提交支援案例。SAP 將就雲端服務之適用性提供月報表予客戶，其提供方式可以是下列任一種：(i) 於其負責之 SAP 客戶經理接獲客戶之請求後，以電子郵件提供；或 (ii) 透過提供給客戶之線上入口網站的方式來提供（倘該線上入口網站已屬可得時）。

- 5.4** The Service Level Objective shall not apply to the Cloud Service to the extent any failure to achieve the Cloud Service Level Objective has been caused by (a) Customer custom code; (b) a Surge Event for which Customer has not added sufficient infrastructure resources to its Production Environment; (b) Third Party Web Services or (c) Third Party Applications.

服務等級目標不得適用於雲端服務，但應以未能達到雲端服務等級目標乃是由於下列因素所致者為限：(a) 客戶自訂程式碼；(b) 由於客戶未能增加足夠的基礎設施資源到生產環境所導致之波動事件；(b) 第三方網路服務；或 (c) 第三方應用程式。

- 5.5** If Customer reasonably anticipates a Surge Event it shall give SAP a Surge Notice. If Customer fails to give a Surge Notice based on a reasonably anticipated Surge Event, the performance of the Cloud Service may be negatively affected unless Customer has included adequate resources in its Hosted Platform to support the level of usage associated with the Surge Event through a subscription to the requisite amount of Peak Page Views per second. Surge Events are not supported with SAP Hybris Commerce, Edge cloud edition since Extraordinary Activity is not permitted under this subscription type at any time.

若客戶合理預見某一波動事件可能會發生，其應向 SAP 發出波動通知。若客戶未能就可合理預見之波動事件發出波動通知，雲端服務之執行可能會受到負面之影響，但客戶已透過訂閱必須數量之每秒尖峰網頁瀏覽數，將適當資源納入其託管平台，以支援與波動事件相關之使用等級者除外。由於本訂閱類型一律禁止異常活動，因此 SAP Hybris Commerce Edge 雲端版不支援波動事件。

- 6. IMPLEMENTATION SERVICES.** It is Customer's responsibility to engage an Implementation Firm that will provide Implementation Services for the initial set-up and/or configuration and/or integration of the Cloud Service and that will provide first level help-desk Support and Application Support. All Implementation Firm services provided to Customer are provided under a separate agreement between Customer and such Implementation Firm. Customer is solely responsible for any features, functionality, or extensions deployed by the Implementation Firm, or any services performed by such Implementation Firm. None of these features, functionality, or extensions provided by Customer or its Implementation Firm is part of the Cloud Service.

執行服務。 委任執行機構就初始設定及/或配置及/或整合雲端服務來提供執行服務，乃是客戶之責任，而該執行機構將提供第一級協助中心支援與應用支援。所有提供給客戶之執行機構服務，皆係基於客戶與該執行機構間單獨之合約而提供。客戶對於執行機構所部署之任何特性、功能或擴展或由該執行機構所提供之任何服務，應全權負責。客戶或執行機構所提供之任何該等特性、功能或擴展，皆不屬於雲端服務的任何部分。

- 7. EXCLUDED SERVICES.** The Cloud Service under this Supplement is limited to those services expressly defined in the Agreement, including the SAP Hybris Commerce, cloud edition Services Description. In particular, the following activities shall be not in scope of the Cloud Service:

除外之服務。 本補充條款下之雲端服務，應限於本合約所明文規定之服務，包括 SAP Hybris Commerce（雲端版）服務說明書。尤其是，下列活動不應列在雲端服務之範圍內：

- 7.1** Third Party Applications and Third Party Web Services (including credit card payment processing and SSL certificates);
第三方應用程式和第三方網路服務 (包括信用卡付款程序與 SSL 證書)；
- 7.2** Application Support services; and
應用支援服務；及
- 7.3** Applying software application upgrades and updates.
援用軟體應用升級與更新。
- 8. SUPPORT.** Services to apply SAP software upgrades to Customer's environment are not included in the subscription fees for the Cloud Service. Upgrades can be applied by Customer, or on a project basis, subject to a separate agreement with either SAP or an Implementation Partner.
支援。 將 SAP 軟體升級套用至客戶環境的服務並未包括在雲端服務的訂閱費用中。升級作業得由客戶套用或以逐案方式執行，且應遵守與 SAP 或執行夥伴簽署之其他合約。
- 9. DATA PRIVACY** The SAP Data Privacy and Security – Data Controller to Data Processor Agreement referenced in or attached to the Order Form applies to the Hosting Platform and infrastructure used by SAP to deliver the Cloud Service, the SAP Managed Services described in the SAP Hybris Commerce, cloud edition Services Description and the support services referenced in the Order Form. It does not apply to Application Support, any Third-Party Applications, Third-Party Web Services, or any Customer-specific code or modifications to the Cloud Service.
資料隱私。 訂購單內所參照或檢附之「SAP 資料隱私和安全性 – 資料控管者對資料處理者協議」，應適用於 SAP 用來交付雲端服務之託管平台與基礎設施、SAP Hybris Commerce (雲端版) 服務說明書中所述之 SAP 託管服務，以及本訂單所指之支援服務。但其並不適用於應用支援、任何第三方應用程式、第三方網路服務或修改任何客戶特定程式碼或雲端服務。
- 10. SECURITY AND COMPLIANCE**
安全性與法規遵循
- 10.1** Customer may not store credit card data in the Cloud Service database. Customer is responsible for ensuring that Customer Data that is PCI relevant is handled in a PCI compliant manner.
客戶不得在雲端服務資料庫中儲存信用卡資料。客戶應負責確保 PCI 相關的客戶資料均以符合 PCI 規範的方式處理。
- 10.2** Customer is responsible for fixing vulnerability issues that have been discovered in Customer project code.
客戶應負責修復客戶專案代碼中已發現的弱點。
- 10.3** Customer is responsible for anti-spyware-scans to its public Internet Protocol addresses (IPs). Internal security scans are done by SAP only on the SAP IPs.
客戶應負責針對其公用網際網路通訊協定地址 (IP) 進行反間諜程式軟體掃描。SAP 僅針對 SAP IP 進行內部安全掃描。
- 10.4** Customer is responsible for executing penetration tests to its Website.
客戶應負責執行針對其網站進行滲透測試。
- 10.5** Customer is responsible for WAF configuration to have a high level of protection on its environment. A Web Application Firewall (or WAF) is a firewall that filters, monitors, and blocks HTTP/S traffic to and from a web application.
客戶應負責完成 WAF 組態，使其環境獲得高度保護。Web 應用程式防火牆 (或 WAF) 係可篩選、監控並封鎖 web 應用程式之 HTTP/S 流量的防火牆。