SAP Hybris Commerce Cloud
SAP Hybris Commerce (雲端版)
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 Hybris Commerce Cloud product(s) (and the related services named in the Fees section of this Supplement) (the "**Cloud Service**").

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 Hybris Commerce (雲端版) 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**」)。

1. **DEFINITIONS**
   名詞定義

1.1. **Cores** means the number of cores in whole CPUs that are available for use by the Cloud Service. When counting physical Cores, each Core of a physical CPU that runs at least parts of the Cloud Service, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted. If the Cloud Service will run in a pure virtual environment each virtual Core that runs at least parts of the Cloud Service, including those that are temporarily assigned or scheduled to cover peak processing, is counted.

   核心係指整體 CPU 中所含可供雲端服務使用的核心數。計算實體核心時,每個實體 CPU 核心皆至少會執行部分的雲端服務,包括暫時指派或排程至尖峰處理範圍的部份,而這些部分皆會予以採計。若雲端服務將於純粹的虛擬環境中運作,則每個虛擬核心皆至少會執行部分的雲端服務,包括暫時指派或排程至尖峰處理範圍的部份,而這些部分皆會予以採計。

1.2 **Distributed Code** means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by SAP for use as part of the Cloud Services.

   分散式程式碼係指 SAP 為提供雲端服務使用之 HTML 標記、Javascript 程式碼、目標碼、外掛程式、SDK、API 或其他程式碼。

1.3 **Domain** means an Internet Protocol (IP) resource, such as computer hosting a web site, the web site itself or any other service communicated via the Internet. Domain names must be formed by the rules and procedures of the Domain Name System (DNS) and registered with the DNS.

   網域係指網際網路通訊協定 (IP) 資源,例如託管網站之電腦主機、網站本身,或透過網際網路傳送的任何其他服務。網域名稱必須根據網域名稱系統 (DNS) 規則和程序設定之,並向 DNS 註冊。

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. **Hybris Commerce Cloud Services Description** means the document describing the managed services provided by SAP as part of the Cloud Service located at http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html (and made available to Customer upon request).

   Hybris Commerce 雲端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,您可至以下網址取得該文件:http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html (該文件將於接獲要求時提供給客戶)。

1.6. **Named Domain** means a Domain identified by Customer in the Cloud Service set up process where Cloud Services are permitted to be used and may include one or more Root Domains or

Subdomains.

指定網域係指雲端服務設定程序中由客戶所指定之網域，即允許使用雲端服務的網域，並可能包括一或多個根網域或子網域。

1.7. **Page Views** means, with respect to SAP Hybris Commerce Cloud, Configure, Price and Quote, SAP Hybris Conversion and SAP Hybris Merchandising, a single view of a mobile or browser application, email, or web page of an internet site, including application screen views, application screen states, mobile web pages, and social network pages. Page views occur each time a web page is loaded or refreshed on Named Domain(s), an application is loaded, or when targeted content renders or is shown through an opened or viewed email. With respect to SAP Jam Communities, edition for Hybris solutions, the definition of "page views" is found in the Supplemental Terms and Conditions for SAP Jam Communities found here: http://www.sap.com/about/agreements.sap-cloud-services-customers.html?error=403&404%3bhttp://www.sap.com:80/company/legal/index.ep.

網頁瀏覽數係針對 SAP Hybris Commerce（雲端版）：Configure, Price and Quote、SAP Hybris Conversion 與 SAP Hybris Merchandising 相關內容，於特定網際網路網站的手機或瀏覽器應用程式、電子郵件或網頁等，所進行之單次瀏覽，其中包括應用程式畫面檢視、應用程式畫面狀態、行動網頁和社交網路網頁。舉凡指定網域內，任一網頁獲得載入或刷新、任一應用程式獲得下載，或任何內容透過電子郵件之開啟或瀏覽而呈現予目標內容讀者，均計為一次的網頁瀏覽數。針對 SAP Jam Communities (SAP Hybris 解決方案版)，下列網址中 SAP Jam Communities 的補充條款與條件記有「網頁瀏覽數」之名詞定義：http://www.sap.com/about/agreements.sap-cloud-services-customers.html?error=403&404%3bhttp://www.sap.com:80/company/legal/index.ep。

1.8. **Platform Revenue** means Customer's and its Affiliates' total annual sales revenue for products or services that are purchased through Cloud Service platforms by customers (B2B and B2C) in each trailing 12 month period, less VAT, delivery and any returns.

平台收益係指客戶及其關係企業 (B2B 及 B2C) 於各連續 12 月期間內，針對客戶透過雲端服務平台購買產品或服務所獲取之年度營收總額，減去 VAT、運費及退貨金額。

1.9. **Root Domain** means the combination of the top-level domain (i.e. com, net, or org) combined with the second-level domain (i.e. the domain to the left of the top level domain) (e.g. *exampleinc.com*). If only the root domain is identified as the Named Domain then all Subdomains and subfolders of the root domain are included within the scope of the Named Domain.

根網域係指包含頂層網域（亦即 com、net 或 org）和第二層網域（亦即頂層網域左方的網域名稱）（如 *exampleinc.com*）。若根網域經選定為指定網域，則根網域之下列所有子網域和子資料夾等，一概納入指定網域範圍內。

1.10. **Surge Event** means an event of extraordinary activity on any Customer platform hosted by SAP under the Agreement that will cause usage to exceed the capabilities of the infrastructure included in an edition of the Cloud Service with a Usage Metric of Cores.

波動事件係指依本合約規定在 SAP 託管之客戶平台上的異常活動事件，是類事件將導致使用情形超過包含核心使用度量之雲端服務版本所含基礎架構功能。

1.11. **Web Presence** means a target group-specific reproduction of content on the Internet that is distinct in terms of product range, graphical layout or Domain from other Internet presences in the Cloud Service. Content that has been personalized for individual users (e.g. prices and recommendations) does not constitute a separate Internet presence.

網路行銷係指網際網路上目標群組特定的內容再現，從產品範圍、圖形佈局或網域方面，不同於雲端服務的其他網際網路行銷。已為個別使用者進行個性化處理的內容（例如，價格與建議）不構成單獨的網際網路行銷。

2.   CLOUD SERVICE
       雲端服務

2.1   The Cloud Service is available in three editions: Standard; Professional and Enterprise, plus additional add-on services. The Cloud Service software functionality delivered with the each edition is specified in the SAP Hybris Commerce, Cloud Feature Specification document located at: http://www.sap.com/about/agreements/policies/service-specifications.html.

雲端服務適用於三種版本：標準版、專業版和企業版，以及額外附加元件服務。各版本提供的雲端服務軟體功能載明於 SAP Hybris Commerce（雲端版）特性規格文件，您可至以下網址取得該文件：

http://www.sap.com/about/agreements/policies/service-specifications.html。

2.2   The Cloud Service includes services as described in the SAP Hybris Commerce Cloud Services Description.

雲端服務包含 SAP Hybris Commerce 雲端服務說明所載之服務。

2.3   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網路服務互操作所需者為限。對於雲端服務造成之任何負面影響，以及第三方應用程式或網路服務或第三方提供商對客戶資料造成之任何揭露、修改或刪除，SAP 概不負責。

3.   FEES
       費用

3.1   Except as specified below, the Usage Metrics for the Cloud Service are Cores and Platform Revenue as specified in the Order Form. Each edition subscription using Cores as the Usage Metric requires subscription to a base subscription which includes six Cores for a flat monthly fee.   Subscriptions using Platform Revenues as the usage Metric are measured in units of 10 million euro (converted to local currency using SAP standard exchange rates). SAP Hybris Commerce Cloud, telco accelerator, cores includes six Cores in the base subscription, and additional individual Cores in blocks of four Cores may be added. SAP Hybris Commerce Cloud, travel accelerator, cores includes six Cores in the base subscription, and additional individual Cores in blocks of four Cores may be added. SAP Hybris Commerce Cloud, additional Cores includes blocks of four Cores.

除下列所載規定外，雲端服務之使用度量為本訂購單所指定之核心與平台收益。使用核心作為使用度量之各版本說明書皆須以固定月費訂閱含六顆核心之基礎訂閱。使用平台收益作為使用度量之訂閱係以 1 千萬歐元為計量單位（使用 SAP 標準匯率換算為當地貨幣）。SAP Hybris Commerce（雲端版）：電信業加速器（核心）除包含基礎訂閱之六顆核心，另得以四顆核心為單位新增個別核心。SAP Hybris Commerce（雲端版）：差旅加速器（核心）除包含基礎訂閱之六顆核心，另得以四顆核心為單位新增個別核心。SAP Hybris Commerce（雲端版）額外核心包含多組四顆核心。

3.2 The Usage Metric for the following services is a Flat Fee per month: SAP Hybris Commerce Cloud, data hub; SAP Hybris Commerce Cloud, infrastructure services; SAP Hybris Commerce Cloud, development environment; SAP Hybris Commerce Cloud, staging environment; and SAP Hybris Commerce Cloud, 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。

3.3 The Usage Metric for SAP Hybris Commerce Cloud, entitlement and metering is Contacts (in blocks of 50,000 Contacts). Contacts means the number of unique records of customers, prospects, employees, business partners, and constituents within the context of the Cloud Service.

SAP Hybris Commerce（雲端版）：權益和計量之使用度量為聯絡人（以 50,000 位聯絡人為單位）。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。

3.4 The Usage Metric for SAP Hybris Merchandising and SAP Hybris Conversion, and SAP Jam Communities, edition for SAP Hybris solutions is Page Views per month. Additional Page Views per month may be required for use in excess of the number of Page Views per month included in the base subscription to each edition as specified in the SAP Hybris Commerce, Cloud Feature Specification document. Subscriptions to additional Page Views are available in blocks of 10 million Page Views.

SAP hybris Merchandising、SAP Hybris Conversion 與 SAP Jam Communities（SAP Hybris 解決方案版）之使用度量為每月網頁瀏覽數。依 SAP Hybris Commerce（雲端版）特性規格文件所載規定，若使用情形超出各版本基礎訂閱所含之每月網頁瀏覽數，便可能需要每月額外網頁瀏覽數。額外網頁瀏覽數之訂閱均以 1 千萬次網路瀏覽數為單位提供。

3.5 The Usage Metric for SAP Hybris Commerce Cloud, Configure, Price and Quote is Peak Page Views per Second. Peak Page Views per Second 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

SAP Hybris Commerce（雲端版）：Configure, Price and Quote 之使用度量為每秒尖峰網頁瀏覽數。每秒尖峰網頁瀏覽數係指託管網站在 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

3.6 SAP Hybris Commerce Cloud includes the infrastructure resources set forth in the table below:

SAP Hybris Commerce（雲端版）包含如下表所述之基礎設施資源：

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

3.7 The amount of RAM and the number of servers SAP deploys for Customer's environment is determined by a sizing exercise based on SAP's reference architectures for the overall usage

volume estimate provided by Customer. Customer may subscribe to optional additional storage (Usage Metric = GB), additional memory (Usage Metric = GB), additional bandwidth (Usage Metric = Mbps) 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).

SAP 為客戶環境所部署的 RAM 數量與伺服器數量係依大小演練而定，該大小演練則係以客戶所供整體預估

使用量之 SAP 參考架構為基礎。客戶得選擇訂閱額外儲存空間 (使用度量 = GB)、額外記憶體 (使用度量 =

GB)、額外頻寬 (使用度量 = Mbps) 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)。

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).

若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)，客戶

便得整合其第三方付款閘道與雲端服務，以提供付款狀態資訊。

(b) For Standard and Professional editions 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 Hybris software. The foregoing terms do not apply to SAP Hybris Merchandising, SAP Hybris Conversion, and SAP Jam Communities, edition for SAP Hybris solutions.

針對雲端服務標準版與專業版，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

定要將 SAP 提供的哪些軟體更新套用至其環境。SAP 不得管理雲端服務中以不支援版本之 SAP

Hybris 軟體執行的客戶應用程式。前述條款不適用於 SAP Hybris Merchandising、SAP Hybris

Conversion 與 SAP Jam Communities (SAP Hybris 解決方案版)。

(c) For the Enterprise edition of the Cloud Service, Customer must upgrade the hosted SAP Hybris software annually to the latest version (from initial project go live) as part of the included Platinum Upgrade Service.

針對雲端服務企業版，客戶每年均須將託管之 SAP Hybris 軟體升級至最新版本 (自初始專案上線

運作起)，作為內含白金升級服務之一部分。

4.2. Responsibility for Customer Data. 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.

對客戶資料之責任。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。

5.   **AVAILABILITY.** Except for SAP Hybris Conversion, SAP Hybris Merchandising and SAP Jam Communities, edition for Hybris solutions, 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:

可用性。 除 SAP Hybris Merchandising、SAP Hybris Conversion 與 SAP Jam Communities (SAP Hybris 解決方案版) 外，本訂購單所指 SAP 雲端服務之服務層級協議與 GTC 中的 SAP 系統可用性保證，除明確註明者，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) as specified in the SAP Hybris Commerce Cloud Services Description ("**Service Level Objective**").

「**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 SAP Hybris Commerce 雲端服務說明書所載之定期維護 (或對託管服務所為之任何變更) 不在此限 (以下稱「**服務等級目標**」)。

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 SAP Hybris Commerce Cloud Services Description.

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 雲端服務說明書所述之支援管道向 SAP 開立請求單。

5.3   In addition to the SLA warranty exclusions stated in the GTC, 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 Surge Event for which Customer has not added sufficient infrastructure resources to its production environment.

除 GTC 所載之 SLA 保固例外狀況，服務等級目標不得適用於雲端服務，但應限於未能達到雲端服務等級目標係由於下列因素所致：由於客戶未能增加足夠的基礎設施資源到正式運作環境所導致之波動事件。

5.4   If Customer reasonably anticipates a Surge Event, it will give SAP a written notice (email acceptable) to SAP's technical account manager at least thirty days in advance of the anticipated Surge Event. If Customer fails to give the Surge Event notice, 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.

若客戶合理預見某一波動事件可能會發生，應在該預期波動事件發生前至少三十日，向 SAP 計數客戶經理提出書面通知（電子郵件亦可）。若客戶未能發出波動通知，雲端服務之執行可能會受到負面之影響，但客戶已將適當資源納入其託管平台，以就與波動事件之使用等級有關的事宜提供支援者，除外。

5.5   SAP Hybris Merchandising, SAP Hybris Conversion and SAP Jam Communities, edition for SAP Hybris solutions are subject to Service Level Agreement for SAP Cloud Services and respective maintenance windows as referenced in the Order Form. The Supplemental Terms and Conditions for SAP Jam Communities apply to use of SAP Jam Communities, edition for Hybris Solutions and are found here: http://www.sap.com/about/agreements.sap-cloud-services-customers.html?error=403&404%3bhttp://www.sap.com:80/company/legal/index.ep.

SAP Hybris Merchandising、SAP Hybris Conversion 與 SAP Jam Communities (SAP Hybris 解決方案版) 應受 SAP 雲端服務之服務層級協議和本訂購單所載個別維護範圍所規範。下列網址的 SAP Jam Communities 補充條款與條件適用於使用 SAP Jam Communities (SAP Hybris 解決方案版) 之情形：http://www.sap.com/about/agreements.sap-cloud-services-customers.html?error=403&404%3bhttp://www.sap.com:80/company/legal/index.ep。

6.   IMPLEMENTATION SERVICES.
執行服務

6.1   Except for SAP Hybris Merchandising, SAP Hybris Conversion and SAP Jam Communities, edition for SAP Hybris solutions, 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. For SAP Hybris, Merchandising and SAP Hybris Conversion, deployment services as described in the Hybris Commerce Cloud Services Description are required and subject to a separate fee.

除 SAP Hybris Merchandising、SAP Hybris Conversion 與 SAP Jam Communities (SAP Hybris 解決方案版) 外，客戶應負責委任執行機構就初始設定、配置與整合雲端服務來提供執行服務，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。客戶對於該執行機構所提供或部署之任何服務、特性、功能或擴展，應全權負責。客戶或執行機構所提供之任何該等服務、特性、功能或擴展，皆不屬於雲端服務的任何部分。針對 SAP hybris Merchandising 與 SAP Hybris Conversion，您需要使用 Hybris Commerce 雲端服務說明書所述之部署服務並另行支付費用。

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 non-tangible 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 和客戶應基於任何目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**」一詞應指曾存取機密資訊的人員所保留的無形資訊，包括本文所述之構想、概念、專業知識與技巧。SAP 與客戶雙方均無義務限制或約束此等人員之工作範圍，或就因使用殘留資訊所產生的任何成果而支付權利金。然而，前述規定不應視為依一方之著作權或專利權而將授權授予另一方。

7.   **EXCLUDED SERVICES**. The following activities are not in scope of the Cloud Service:

除外之服務。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   Application support services (including first-level help desk support) except for SAP Hybris, Merchandising, SAP Hybris Conversion and SAP Jam Communities, edition for SAP Hybris solutions;

應用支援服務 (包括第一級協助中心支援),但 SAP Hybris Merchandising、SAP Hybris Conversion 與

SAP Jam Communities (SAP Hybris 解決方案版) 不在此限;

7.3   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);

7.4   Applying software application upgrades and updates for SAP Hybris Commerce Cloud, except that the Enterprise Edition includes one technical platform upgrade (per year following initial go live) of the base solution of the SAP Hybris software as part of the Platinum Upgrade Service.

對 SAP Hybris Commerce (雲端版) 套用之軟體應用程式升級或更新程式,但 (每年於初始設定上線運作

後) 對 SAP Hybris 軟體基礎定解決方案進行一次技術平台升級,以作為白金升級服務之企業版不在此限。

8.   **DATA PRIVACY** The SAP Data Privacy and Security – Data Controller to Data Processor Agreement referenced in or attached to the Order Form does not apply to application support (except for SAP Hybris Merchandising, SAP Hybris Conversion and SAP Jam Communities, edition for SAP Hybris solutions), any third party applications, third party web services, or any Customer-specific code or modifications to the Cloud Service.

資料隱私本訂單所指或所附加之 SAP 資料隱私及安全性 -「資料控管者對資料處理者協議」不適用於應用支

援 (其不包括 SAP Hybris Merchandising、SAP Hybris Conversion 與 SAP Jam Communities (SAP

Hybris 解決方案版))、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。

9.   **SAP HYBRIS CONVERSION TERMS**

SAP HYBRIS CONVERSION 條款

9.1   SAP may place reasonable restrictions on the number of tag executions Customer is permitted to make to Customer websites/commerce channels to avoid tags that generate unusually high or unnecessary data traffic to the Cloud Service.

SAP 可合理限制客戶允許在客戶網站/商務管道執行的標記,避免特定標記導致雲端服務承擔異常偏高或非必

要之資料流量負荷。

9.2   Upon termination of the Cloud Service Customer must, at its expense, remove and delete all Distributed Code and remove links to the Cloud Service on its websites/commerce channels. This obligation shall survive any expiration or termination of the Agreement.

如遇雲端服務終止,客戶必須自費移除、刪除所有分散式程式碼,並移除客戶網站/商務管道上導向雲端服務

之所有連結。本合約期滿或終止後,本項義務持續有效。

9.3   Customer may use existing integrations with an e-mail service provider (ESP) specified in the Documentation to send remarketing e-mail notifications. If Customer chooses to use an ESP for which SAP does not provide a standard integration, integration with such ESP is at Customer's expense.

客戶可利用自身與說明文件內所指定電子郵件服務供應商（ESP）之既有整合關係，寄送再行銷的電子郵件通知。如果客戶選擇 SAP 未提供標準整合服務的 ESP，應由客戶自費整合 ESP。

9.4   Customer Data is stored in the Cloud Service for 28 days, after which it is purged. Upon request by Customer made within 28 days after the effective date of termination of the Agreement, SAP will make available to Customer for download a file of Customer Data that is still available to SAP in comma separated value (.csv) format. After such 28-day period, SAP shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, purge all Customer Data in SAP systems.

雲端服務將儲存客戶資料 28 天，過期者逕予清除。本合約效力終止後 28 天內，經客戶特別要求者，得由 SAP 將其仍保存之客戶資料，提供一份逗號分隔值 (.CSV) 格式檔案，以利客戶下載。28 天期間過後，SAP 概無義務保存或提供任何客戶資料，其後將清除 SAP 系統內所有客戶資料；法律禁止清除者不在此限。