

SAP Hybris Sales Cloud and SAP Hybris Service Cloud
SAP Hybris Sales Cloud 與 SAP Hybris Service Cloud
Supplemental Terms and Conditions
補充條款與條件

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to SAP Hybris Sales Cloud and SAP Hybris Service Cloud product(s) for which Customer is subscribed (each 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，僅適用於客戶訂閱之 SAP Hybris Sales Cloud 與 SAP Hybris Service Cloud 產品（以下簡稱「雲端服務」）。

1. CLOUD SERVICE

雲端服務

1.1. The Cloud Service is available in three editions: Standard, Professional and Enterprise, plus additional add-on services. The Cloud Service functionality delivered with the each edition is specified in the SAP Hybris Sales Cloud and Hybris Service Cloud Feature Specification document located at: <http://www.sap.com/corporate-en/about/our-company/policies/cloud/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功能載明於 SAP Hybris Sales Cloud 與 Hybris Service Cloud 規格文件，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>。

1.2 Use of SAP Cloud Applications Studio (included in specified editions of the Cloud Service) is subject to the terms set forth in **Attachment 1** to this Supplement.

SAP Cloud Applications Studio（包含於雲端服務的指定版本中）的使用受本補充條款之**附件 1**中所記載之條款所規範。

1.3 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 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位。

1.4 SAP will provide storage for the Cloud Service up to ten gigabytes of disk storage space per User, not to exceed (a) 10 TB total storage for all Users, or (b) 250 million data records for all Users, whichever occurs first. Additional storage is available based on then-current pricing.

SAP 將針對雲端服務為每位使用者提供高達 10 Gb 的磁碟儲存空間，但不超過 (a) 所有使用者共 10 TB 的儲存空間量，或 (b) 所有使用者共 2 億 5,000 萬筆的資料紀錄（以較早發生者為準）。額外的儲存空間可按照當前價格取得。

1.5 SAP Hybris Sales and Service Cloud, private edition includes a single production tenant within a dedicated multi-tenant system for single customer usage and customized maintenance windows.

SAP Hybris Sales 與 Service Cloud (Private 版) 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。

1.6 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。

- 1.7. SAP Hybris Sales and Service Cloud, limited access includes the same functions as the Enterprise edition, but is limited to 400 dialogue steps per month. 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 Sales 與 Service Cloud (限制存取) 包含與企業版同樣的功能，但僅限於每個月最多 400 個對話步驟。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. USAGE METRICS

使用度量

- 2.1. The Usage Metric for the Cloud Service is Users. Users are individuals who are authorized to access the Cloud Service.

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。

- 2.2. SAP Hybris Sales Cloud, 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 Sales Cloud, 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.

SAP Hybris Sales Cloud，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 Sales Cloud，圖像智慧 Add-On 的使用度量以每月圖片區塊計算（每區塊 1,000 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。

3. ADDITIONAL TERMS.

其他條款

- 3.1 **SAP Hybris Service Cloud.** SAP Hybris Service Cloud 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.

SAP Hybris Service Cloud. SAP Hybris Service Cloud 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。

- 3.2 **SAP Jam Collaboration, enterprise edition.** SAP Jam Collaboration, enterprise edition is included in the Professional and Enterprise editions of the Cloud Service solely for use in conjunction with the Cloud Service, and use is subject to the maintenance windows for SAP Jam Collaboration, enterprise edition and the Supplemental Terms for SAP Jam Collaboration located at www.sap.com/agreements-cloud-supplement.

SAP Jam Collaboration (企業版)。包含在雲端服務的專業版和企業版中的 SAP Jam Collaboration (企業版) 僅能與雲端服務搭配使用，且其使用方式受 SAP Jam Collaboration (企業版) 和 SAP Jam

Collaboration 補充條款的維護時間範圍約束，該補充條款位於以下網址：www.sap.com/agreements-cloud-supplement。

3.3 Integration Component. If downloaded, the integration component made available by SAP with the Cloud Service may only be used with the Cloud Service. Customer is responsible for the security of the integration component and the System Availability SLA does not apply to it.
整合元件。 SAP 提供的雲端服務整合元件在下載後，僅得搭配雲端服務使用。客戶須負責整合元件的安全性，且不適用於系統可用性 SLA。

3.4 Google Maps Service (“GM Service”). If 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 the 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.

Google Maps 服務 (以下稱「GM 服務」)。 若雲端服務將透過 Google Maps API 存取 GM 服務，則客戶對 GM 服務的使用方式將受 Google 條款和條件的規範 (請見 <http://www.google.com/intl/en/policies/terms/>)。若客戶不接受 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。

3.5 SAP Hybris Sales Cloud, imaging intelligence add on SAP Hybris Sales Cloud, 圖像智慧 Add-On

(a) Customer may not upload any images containing personal data (including photographs of any natural person) or otherwise transmit any personal data to SAP Hybris Sales Cloud, 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 Sales Cloud, 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 Sales Cloud, 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 Sales Cloud, 圖像智慧 Add-On。

(b) The System Availability SLA for SAP Hybris Sales Cloud, imaging intelligence add on is 95.0% per month. 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 Sales Cloud, imaging intelligence add on.

SAP Hybris Sales Cloud, 圖像智慧 Add-On 的系統可用性 SLA 每月為 95.0%。根據 SAP 雲端服務之服務層級協議，僅 EMEA 地區 (UTC+1) 雲端服務所載的維護時間範圍適用於 SAP Hybris Sales Cloud, 圖像智慧 Add-On。

Attachment 1
附件 1
to
附於
SAP Hybris Sales Cloud and Hybris Service Cloud
SAP Hybris Sales Cloud 與 Hybris Service Cloud
Supplemental Terms and Conditions
補充條款與條件
Terms for use of SAP Cloud Applications Studio
SAP Cloud Applications Studio 的使用條款

1. USE RIGHTS

使用權利

- 1.1** SAP grants to Customer a non-exclusive, limited license for Authorized Users to use the Cloud Applications Studio and its Documentation to develop and test the Customer Solution. The SAP Cloud Service may only be enhanced to create the Customer Solution using the Cloud Application Studio. The Customer Solution will not be further distributed or licensed.
SAP 授予客戶一項非獨占的有限授權，供授權使用者使用 Cloud Applications Studio 及其文件，以開發並測試客戶解決方案。客戶僅得使用 Cloud Application Studio 增強 SAP 雲端服務以建立客戶解決方案。客戶解決方案不得進一步散佈或授權。
- 1.2** SAP and its Affiliates are permitted to independently develop and modify the Cloud Service in any way, and create new products and services, including those that are similar or comparable to the Customer Solution.
允許 SAP 及其關係企業以任何方式獨立開發和修改雲端服務，以及建立新產品和服務，包括那些與客戶解決方案類似或等同的部分。

2. SAP OBLIGATIONS.

SAP 義務

- 2.1** SAP will allow Customer to incorporate the Customer Solution into Customer's Cloud Service environment.
SAP 允許客戶將客戶解決方案整合至客戶的雲端服務環境中。
- 2.2** Customer grants to SAP a non-exclusive license to operate and support the Customer Solution.
客戶授予 SAP 一項非獨佔的授權，可操作和支援客戶解決方案。
- 2.3** Except as expressly set forth in this Attachment 1, SAP is not responsible for the Customer Solution.
除非載明於本附件 1，否則 SAP 不對客戶解決方案負責。

3. CUSTOMER OBLIGATIONS

客戶義務

- 3.1** Customer will ensure that the Customer Solution remains compatible and interoperable with the Cloud Service.
客戶應確保客戶解決方案維持與雲端服務的相容性與整合性。
- 3.2** Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Solution. Customer will indemnify SAP

against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

客戶應為 SAP 抗辯，使之免受任何第三方就客戶解決方案等相關事由，而向 SAP、SAP SE 及其關係企業與分包商提出之索賠。客戶應就上述索賠向 SAP、SAP SE 及其關係企業與分包商賠償最終承擔之所有損害賠償金（或客戶達成的任何和解金額）。

3.3 Customer is required to have at least one additional test tenant when using Cloud Applications Studio.

客戶在使用 Cloud Applications Studio 時，必須至少擁有一名額外的測試承租人。

4. INTELLECTUAL PROPERTY RIGHTS. Customer owns the intellectual property rights to the portions of the Customer Solution that it develops, excluding the Cloud Service, Cloud Materials, and SAP pre-existing materials and any derivative works thereto.

智慧財產權。客戶擁有由其所開發之客戶解決方案部分的智慧財產權，但不包括雲端服務、雲端資料和 SAP 預先存在的資料以及任何衍生作品。

5. ADDITIONAL TERMS. The Customer Solution must not: (i) unreasonably impair, degrade or reduce the performance or security of the SAP Cloud Service 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 Service or the Cloud Applications Studio to which such users are not properly licensed; or (iii) render or provide, without written consent from SAP, any information concerning SAP products.

其他條款。客戶解決方案不得：(i) 不合理地削弱、降低或削減 SAP 雲端服務或 Cloud Applications Studio 的效能或安全性；(ii) 協助跨越或規避 SAP 授權限制，和/或向未取得適當授權之使用者提供 SAP 雲端服務或 Cloud Applications Studio 的存取權；或 (iii) 未經 SAP 書面同意，交出或提供任何有關 SAP 產品的資訊。

6. DEFINITIONS

名詞定義

6.1 “APIs” means SAP’s application programming interfaces, as well as other commands or instructions provided under this Agreement, that allow other software products to communicate with or call on the Cloud Service or the Cloud Applications Studio provided under this Agreement.

「API」係指 SAP 的應用程式開發介面，以及其他根據本協議所提供的命令或指示，可讓其他軟體產品聯繫或呼叫根據本協議所提供之雲端服務或 Cloud Applications Studio。

6.2 “Cloud Applications Studio” means the SAP development environment to which SAP grants Customer use rights for development of the Customer Solution.

「Cloud Applications Studio」係指 SAP 開發環境，而 SAP 授予客戶對該環境的使用權限以便開發客戶解決方案。

6.3 “Customer Solution” means a solution developed or packaged by Customer using the Cloud Applications Studio that adds new and independent functionality beyond that provided by the SAP Cloud Solution or that connects via APIs.

「客戶解決方案」係指客戶使用 Cloud Applications Studio 來開發或封裝的解決方案，其中新增 SAP 雲端解決方案所未提供的全新和獨立功能或透過 API 連線的功能。