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SERVICE LEVEL AGREEMENT FOR

服務層級合約，適用於

SAP HANA ENTERPRISE CLOUD; RISE WITH SAP S/4HANA, PRIVATE CLOUD EDITION;

SAP HANA ENTERPRISE CLOUD，RISE with SAP S/4HANA (私用雲端版**)**

SAP ERP, PRIVATE CLOUD EDITION; AND

SAP ERP (私人雲端版**) 和**

SAP S/4HANA CLOUD, EXTENDED EDITION

SAP S/4HANA CLOUD (擴充版**)**

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This Service Level Agreement for SAP HANA Enterprise Cloud services ("**HEC Services**"); RISE with SAP S/4HANA, private cloud edition; SAP ERP, private cloud edition (both, "**Private Cloud Edition Services**"); and SAP S/4HANA Cloud, extended edition which was previously known as S/4HANA Cloud, single tenant edition ("**EX Services**") (each, a "**Cloud Service**") sets forth the applicable Service Levels for the HEC Services, Private Cloud Edition Services, EX Services and Server Provisioning to which Customer has subscribed in an Order Form with SAP.

本服務層級合約適用於 SAP HANA Enterprise Cloud 服務 (以下稱「HEC 服務」)、RISE with SAP S/4HANA (私人雲端版)、SAP ERP (私人雲端版) (以下稱上述兩者「私人雲端版服務」) 和 SAP S/4HANA Cloud (擴充版) (先前稱為 S/4HANA Cloud (單一租用戶版)) (以下稱「EX 服務」) (每一項均各稱為「雲端服務」)，載明客戶透過訂購單向 SAP 訂閱的 HEC 服務、私人雲端版服務、EX 服務和伺服器佈建所適用的服務層級。

1. Definitions

名詞定義

Capitalized terms used in this document but not defined herein are defined in the Agreement.
本文件所使用但未定義之大寫詞彙，係定義於「合約」中。

1.1. **"Agreed Downtime"** means any Downtime requested by SAP or Customer and mutually agreed by the parties.

「**商定的停機時間**」係指由 SAP 或客戶要求且經雙方商定的停機時間。

1.2. **"Business Day"** means any days from Monday to Friday with the exception of the public holidays observed at Customer's primary access location designated in the Order Form.

「**工作日**」係指從星期一至星期五的任何一天，但不包括客戶主要存取地點所實施的國定假日。

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

「**計算環境**」係指 SAP 為客戶提供雲端服務所採用的資料中心設施、伺服器、網路設備、作業系統及資料儲存機制，包括如訂購單中商定之正式運作計算環境 (PRD)，以及其他所有非正式運作計算環境 (非 PRD)。

1.4. "**Downtime**" means the Total Minutes in the Month during which the Cloud Service (or Servers for Server Provisioning) does not respond to a request from SAP's Point of Demarcation for the data center providing the Cloud Service (or Server for Server Provisioning), excluding Excluded Downtime.

「**停機時間**」係指針對 SAP 分界點請求資料中心提供雲端服務 (或伺服器佈建之伺服器)，該雲端服務 (或伺服器佈建之伺服器) 未回應之月分鐘總數，但不包括排除在外的停機時間。

1.5. "**Emergency Downtime**" means downtime during critical patch deployment and critical operating system upgrades as described in the Supplement.

「**緊急停機時間**」係指補充條款中所載重大修補程式部署期間與重大作業系統升級期間內發生的停機時間。

1.6.   "**Excluded Downtime**" has the meaning set forth in Section 2 below.

「**排除在外的停機時間**」之定義如下方第 2 條所述。

1.7.   "**Incident**" means unplanned interruptions or material reduction in service quality reported by Authorized Users.

「**事故**」係指授權使用者提報的服務意外中斷或服務品質嚴重下降。

1.8.   "**Incident Reaction Time**" means the amount of time (e.g. in hours or minutes) between the time that the SAP Support Level 1 organization is notified of the Customer-reported Incident and the first action taken by an SAP support person, familiar with the Customer's environment, to repair the Incident.

「**事故反應時間**」係指自 SAP 一級支援組織收到客戶事故通報起,至熟悉客戶環境之 SAP 支援人員就修復該事故開始所採取第一個動作為止,兩者間之時間量 (例如以小時或分鐘計算)。

1.9.   "**Licensed Software**" means the applications, databases, software, tools and components owned or licensed by Customer (other than any Subscription Software) which Customer provides to SAP to be hosted in the Cloud Service.

「**授權軟體**」係指客戶擁有或取得授權,並提供給 SAP 以在雲端服務中控管之應用程式、資料庫、軟體、工具和元件 (不包括任何訂閱軟體)。

1.10.   "**Local Time**" means the time zone in Customer's primary access location identified in the Order Form.

「**當地時間**」係指訂購單中客戶主要存取地點之時區。

1.11.   "**Month**" means a calendar month.

「**月**」係指一個曆月。

1.12.   "**Monthly Service Fees**" means the monthly (or 1/12 of the annual fee) subscription fees paid for the affected Cloud Service which did not meet the SA SLA.

「**月服務費**」係指針對受影響雲端服務每月支付之訂閱費用 (或年度費用的 1/12),且該服務未達 SA SLA 者。

1.13.   "**Scheduled Downtime**" has the meaning set forth in Section 2 below.

「**表定停機時間**」之定義如下方第 2 條所述。

1.14.   "**Service Credit**" means a credit calculated as described in Section 2 and Section 5(a) of this Service Level Agreement.

「**服務抵扣**」係指按本服務層級合約第 2 與 5(a) 條規定計算之抵扣。

1.15.   "**Subscription Software**" for HEC Services shall have the meaning set forth in the Supplement, and for EX Services and Private Cloud Edition means Cloud Services Software as set forth in its respective Supplement.

「**訂閱軟體**」之定義,對於 HEC 而言,其與補充條款中所載定義相同;對於 EX 服務和私用雲端版而言,則係指其各自補充條款中規定之雲端服務軟體。

1.16.   "**System**" means one or more interrelated and interdependent components such as databases, servers, networks, loadbalancers, webdispatchers, tenants, etc. which when taken as a whole are used to operate a tier. Each combination of components used within each tier is equivalent to one System. System Availability is measured at the tier level. For HEC Services, each System is identified by the Tier No. column in the System Setup Table in the Order Form, and for Private Cloud Edition Services and EX Services, each System is identified by the system tier type as set forth in the Service Description Guide and Service Use Description respectively of the Supplement. For Server Provisioning, System as used herein means Server, as defined in the Order Form.

「**系統**」係指使用者運作一個層級時視為整體使用的一個或多個元件,元件之間相關且各自獨立,如資料庫、伺服器、網路、負載平衡器、網路發派器、租用戶等等。各個層級內使用的每一種元件組合,皆等同於一套系統。系統可用性係於層級中測量。對於 HEC 服務而言,各系統可依據訂購單「系統設定表」中的層級號碼欄位加以

辨識；對於私用雲端版服務和 EX 服務而言，各系統可各別依據補充條款中的「服務說明指南」和「服務使用說明」所規定的系統層級類型加以辨識。對於伺服器佈建而言，本文中的「系統」係指伺服器，其定義如訂購單所載。

1.17. "**Total Minutes in the Month**" are measured 24 hours at 7 days a week during a Month.

「**月總分鐘數**」係指一個月內，每日 24 小時、一週 7 天所測得之總分鐘數。

2. **System Availability**

系統可用性

2.1. The System Availability Service Level for the Cloud Services ("**SA SLA**") sets forth the System Availability applicable to the Computing Environment (and Server for Server Provisioning). The SA SLA shall apply after System handover to Customer.

雲端服務的系統可用性服務層級 (以下稱「**SA SLA**」) 載明適用於計算環境 (與伺服器佈建之伺服器) 的系統可用性相關規定。SA SLA 應於系統移交給客戶後，始適用之。

2.2. The SA SLA shall not apply to Licensed Software licensed by Customer from a third party unless otherwise expressly set forth in the Order Form.

除經訂購單另行明確載述，SA SLA 不得適用於客戶自第三方取得授權之授權軟體。

2.2.1. **"System Availability"** for each System is calculated as follows:

每個系統的「**系統可用性**」係按下列方式計算：

System Availability Percentage = $\left(\frac{Total\ Minutes\ in\ the\ Month - Downtime}{Total\ Minutes\ in\ the\ Month}\right) * 100$

系統可用性百分比 = $\left(\frac{月總分鐘數\ -\ 停機時間}{月總分鐘數}\right) * 100$

Service Level 服務層級	Service Credit[2] 服務扣抵 [2]
PRD: 99.5%[1] System Availability PRD：99.5%[1] 系統可用性 NON-PRD: 95.0% System Availability 非 PRD：95.0 % 系統可用性	HEC Subscription, Private Cloud Edition Services and EX Services:[3] HEC 訂閱 (私用雲端版) 服務和 EX 服務：[3] 2% of Monthly Service Fees for each 1% below the SA SLA 每低於 SA SLA 達 1%，即扣抵 2% 的月服務費 HEC Cloud Start and HEC BYOL:[4] HEC Cloud Start 和 HEC BYOL：[4] 2% of Monthly Service Fees for 每低於 SA SLA 達 0.1% each 0.1% below the SA SLA 即抵扣 2% 的月服務費
Server Provisioning: 99.5% System Availability 伺服器佈建：99.5% 系統可用性	Server Provisioning (IaaS Basic): 伺服器佈建 (IaaS Basic)： €1,500 per Month in aggregate for any and all instances below the SA SLA SA SLA 下之任何及所有執行個體，每月共為 1,500 歐元

[1]99.7% System Availability or 99.9% System Availability for PRD applies if purchased by Customer and identified in the Order Form.

若客戶購買 PRD 99.7% 系統可用性或 99.9% 系統可用性，且於訂購單中載明，則適用 99.7% 系統可用性或 99.9% 系統可用性。

[2]Subject to the monthly maximum Service Credit amounts set forth in Section 5 below.
須受下列第 5 條有關每月最大服務抵扣額度之規範所限。

[3]Also applies to S/4HANA CPO and S/4HANA CPE
同時適用於 S/4HANA CPO 和 S/4HANA CPE

[4]HEC Cloud Start was previously known as HEC Project, and HEC BYOL was previously known as HEC Production.
HEC Cloud Start 先前稱為 HEC Project，而 HEC BYOL 先前稱為 HEC Production。

Excluded Downtime 排除在外的停機時間	Total Minutes in the Month attributable to: 月總分鐘數當中，得歸因於下述情況者屬之：
	Scheduled Downtime 表定停機時間
	Agreed Downtime 商定的停機時間
	Emergency Downtime 緊急停機時間
	Downtime caused by factors outside of SAP's reasonable control such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised (see examples below this table) 由 SAP 合理控制範圍以外因素造成的停機時間，例如無法預測及無法預見的事件，在善盡合理責任的情況下仍無法避免者 (參閱下表中的範例)
	Downtime of a NON-PRD system caused by using the NON-PRD for failover/to repair to a PRD system 因使用非 PRD 進行故障復原/修復 PRD 系統所造成的非 PRD 系統停機時間
Scheduled Downtime 表定停機時間	Scheduled at a mutually agreed time, as listed in the Order Form or as described in the Supplement. 在當事人雙方同意的表定時間停機，停機時間列在訂購單或補充條款中。

2.3.   The following examples include but are not limited to what is beyond SAP's reasonable control:

a)   Customer's failure to meet Customer's responsibilities (including ordering maintenance for the Licensed Software, using a version or release of the Licensed Software and/or Subscription Software on current maintenance) as set forth in the Agreement

b)   Downtime caused by Customer

c)   Interruptions as a result of requirements stipulated by a third party manufacturer of the Licensed Software.

d)   Interruptions or shutdowns of the Computing Environment, or portions thereof (or Servers for Server Provisioning) resulting from the quality of the Licensed Software provided by the Customer and/or Customer's customizations or modifications of the Licensed Software, Subscription Software or Computing Environment (or Servers for Server Provisioning), unless this is the responsibility of SAP under this Agreement.

e)   Restore times of user data (recovery of database data from a media backup) where SAP was not the root cause for the required restoration.

下列範例包括但不限於超出 SAP 合理控制範圍之情形：

a)   客戶無法履行本合約述及之客戶責任 (包括適用於授權軟體之訂購維護、根據目前維護使用授權軟體和/或訂購軟體版本)

b)   客戶導致的停機時間

c)   因授權軟體第三方製造商規定的要求，導致中斷

d) 計算環境或其部分 (或伺服器佈建之伺服器) 中斷或停機係因客戶提供的授權軟體品質、及/或客戶自訂或修改授權軟體、訂閱軟體或計算環境 (或伺服器佈建之伺服器) 所造成，但若本合約規定此為 SAP 應負之責任，不在此限。

e) 非可歸責於 SAP 而進行必要復原，其針對使用者資料的復原次數 (從媒體備份恢復資料庫資料)。

3.　Backup and Computing Environment Incident Reaction Time

備份和計算環境事故反應時間

(not applicable to Server Provisioning)
(不適用於伺服器佈建)

Description 說明	Computer Environment segment to which Service Level applies 服務層級適用的計算環境類別	Service Levels 服務層級
Backup Frequency and retention period for Databases 資料庫的備份頻率和保留期間	PRD	Daily full backup and log file backup per SAP product standard. 30 days retention time. Backup of the PRD will be replicated to an alternate data center or location. 根據 SAP 產品標準備份每日完全的備份和記錄檔案：30 天保留時間。PRD 的備份將會複製至備援資料中心或位置。
	NON-PRD 非 PRD	Weekly full backup and log file backup per SAP product standard. 14 days retention time. Backup of the NON-PRD will be replicated to an alternate data center or location. 根據 SAP 產品標準，備份每週完整備份和日誌檔案。14 天保留時間。非 PRD 的備份將會複製至備援資料中心或位置。
Long Term Backup* 長期備份*	PRD and/or NON-PRD PRD 及/或非 PRD	Monthly full back up – 6 months retention time 每月完整備份 - 6 個月保留時間 Monthly full back up – 1 year retention time 每月完整備份 - 1 年保留時間 Quarterly full back up – 1 year retention time 每季完整備份 - 1 年保留時間 Yearly full back up – up to 5 years retention time 每年完整備份 - 至多 5 年保留時間
Backup Frequency and retention period for File systems 檔案系統的備份頻率和保留期間	PRD	Monthly full backup and daily incremental. Two months retention time. Backup of the PRD will be replicated to an alternate data center or location. 每月完整備份和每天增量。2 個月保留時間。PRD 的備份將會複製至備援資料中心或位置。
	NON-PRD 非 PRD	Monthly full backup and daily incremental. Two months retention time. Backup of the NON-PRD will be replicated to an alternate data center or location. 每月完整備份和每天增量。2 個月保留時間。非 PRD 的備份將會複製至備援資料中心或位置。

Incident Reaction Time for Incident Management 事故管理的事故反應時間	Incident Priority Very High 事故優先順序 - 非常高	20 minutes (7x24) and problem determination action plan within 4hrs for PRD 20 分鐘 (7x24) 並在 4 小時內針對 PRD 制訂問題判定動作計劃
	Incident Priority High 事故優先順序 - 高	2 hours (7x24) for PRD 針對 PRD 為 2 小時 (7x24) 4 hours [Local Time on Business Days] for NON-PRD 針對非 PRD 為 4 小時 [工作日當地時間]
	Incident Priority Medium 事故優先順序 - 中	4 hours [Local Time on Business Days] for PRD and NON-PRD 針對 PRD 與非 PRD 為 4 小時 [當地時間營業日]
	Incident Priority Low 事故優先順序 - 低	1 Business Day for PRD and NON-PRD 1 針對 PRD 與非 PRD 的營業日

*Applies if this optional service is purchased in an Order Form. The retention periods for Long Term Backup will end at the earlier of the retention time set forth herein or the end of Customer's Cloud Service subscription term.

*若已於訂購單中購買此可選服務，則適用此項。長期備份的保留期間終止時間，係本文所載保留時間，或客戶對雲端服務的訂閱期限終止時間 (取其較早者)。

3.1. Incident Priorities

事故優先順序

3.2. The following priority levels apply to all Incidents (such priority to be assigned by Customer, and which may be re-assigned by SAP based on the criteria below and acting reasonably):

以下優先順序適用於所有事故 (客戶指定該優先順序，SAP 得根據以下準則重新指派並合理行事)：

a) **Very High**: An Incident should be categorized with the priority "Very High" if the incident reported has very serious consequences for normal business processes or IT processes related to core business processes, and urgent work cannot be performed. This is generally caused by the following circumstances:

最高：若客戶回報的事故對正常業務流程，或對核心業務流程的相關 IT 程序造成非常嚴重的後果，且無法執行急迫的工作，則此事故應歸類為「最高」優先順序。常見情況如下：

- A PRD system is completely down.
  PRD 系統完全當機。

- The imminent go-live or upgrade is jeopardized.
  無法立即上線或更新。

- The core business processes of Customer are seriously affected.
  客戶的核心業務流程受到嚴重影響。

- A workaround is not available.
  無法使用暫時性解決方案。

  The Incident requires immediate processing because the malfunction may cause serious losses.
  事故需要立即處理，因為該故障可能會造成嚴重的損失。

b) **High**: An Incident should be categorized with the priority "High" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Computing Environment that are required immediately. The Incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.
高：如果正常業務流程受到嚴重影響，則事故應歸類為「高」優先順序。這種情況下無法執行必要工作。這是因

計算環境中立即需要的功能出錯或不可使用所致。事故必須盡速處理，因為持續故障將嚴重妨礙整體生產業務流程。

c)   **Medium:** An Incident should be categorized with the priority "Medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Computing Environment. A message should be categorized with the priority "Medium" if normal business transactions are affected.
中：如果正常業務流程受到影響，則事故應歸類為「中」優先順序。此問題是因計算環境中功能出錯或不可使用所致。如果正常業務交易受到影響，此訊息應歸類為「中」優先級。

d)   **Low:** An Incident should be categorized with the priority "Low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Computing Environment that are not required daily, or are rarely used.
低：如果問題對正常業務流程影響甚微或根本無影響，則事故應被歸類為「低」優先順序。問題起因是計算環境中並非日常需要或甚少使用的功能出錯或不可使用。

4.   Service Level Reporting

服務層級報告

4.1.   SAP shall track and report to Customer the Service Levels set forth herein in a monthly summary report.

SAP 應在每月彙總報表中追蹤並向客戶匯報本合約所述之「服務層級」。

4.2.   Customer must notify SAP of any claims for any Service Credits within one (1) month after receipt of the monthly System Availability report by filing a support ticket with SAP.

客戶若收到每月系統可用性報告後，於一 (1) 個月內發生任何服務抵扣相關索賠，則必須填寫支援請求單以通知 SAP。

4.2.1.   In the event that one or more of the Services Levels set forth herein are not met, Customer may notify the SAP Account Manager and request to analyze Service Levels metric statistics based on the monthly summary report provided by SAP.

若客戶未達成本合約所述之一或多個服務層級，則可通知 SAP 客戶經理，並請求根據 SAP 提供之每月摘要報告分析服務層級度量統計資料。

4.3.   SAP will then promptly

SAP 隨後將立即

a)   determine the root cause or possible root cause of the failure (if known) to meet the Service Level, and
確定未符合服務層級 (若已知) 的根本原因或可能的根本原因，以及

b)   unless failure is excused, develop a corrective action plan, and submit such plan to Customer for written approval (which will not be unreasonably withheld or delayed) and, following Customer's written approval implement the plan in a reasonable period of time (and in accordance with any agreed timescales).
除非該未符合情形情有可原，否則應制定改正執行計畫，並將該計劃提交客戶書面核准 (不得不合理地撤銷或延遲)，並於取得客戶書面核准後，在合理期間 (並遵循任何約定時程表) 內執行該計劃。

4.4.   If applicable, SAP will provide the specific Service Credit as described in Section 5 below.

若適用，SAP 應依以下第 5 條所載內容提供特定的服務抵扣。

4.5.   SAP will be relieved of its obligation to pay applicable Service Credits and will not be in breach of the Service Level where the root cause analysis (as reasonably performed by SAP) indicates the failure to meet the relevant Service Level was caused by the Customer and shall therefore be treated as Excluded Downtime. In the event that Customer disagrees with the root cause analysis, the parties will discuss the root cause analysis.

若經 SAP 適當執行的根本原因分析發現，未符合相關服務層級係由客戶導致，並因此應視為「排除在外的停機時間」，則 SAP 應免除其支付適用服務抵扣之義務，且不違反任何服務層級合約。若客戶不同意根本原因分析，則雙方當事人將共同討論根本原因分析。

5.   Service Level Failures

服務層級未達成

5.1.   Service Credits

服務抵扣。

5.1.1.   Subject to Section 2 above, if and to the extent SAP fails to meet the System Availability Service Level set forth in Section 2, Customer is entitled to a Service Credit which is calculated as the sum of the Service Credits for NON-PRD, PRD and Server Provisioning, for SAP's failure to meet the respective System Availability Service Level. Under no circumstances will the total maximum Service Credits:

遵循上述第 2 條內容之限制，若 SAP 善盡一切努力後仍無法達成第 2 條所述之系統可用性服務層級，則客戶有權針對 SAP 未達個別系統可性服務層級享有服務抵扣，並採非 PRD 、PRD 與伺服器佈建之服務抵扣總和方式計算。無論任何情況下，服務抵扣最高總額：

a)   for any one month, exceed an aggregate of 20% of the Monthly Service Fee for that month across all the Systems at 99.9% SA SLA, and an aggregate of 100% of the Monthly Service Fee for that month across all SA   SLAs;   and,
在任何一個月，針對所有具備 99.9% SA SLA 的系統，不得超過該月月服務費用的 20%；對於所有 SA SLA，則不得超過該月月服務費用的 100%；且

b)   for any given contract year, exceed in the aggregate an amount equal to one-third of the annual subscription fees paid for the affected Cloud Service for the contract year (or one third of the total subscription fees paid for the affected Cloud Service if the term as defined in the applicable Order Form is less than one (1) year).
在任何特定契約年，不得超過對受影響雲端服務所支付年度訂閱費用的三分之一 (若適用訂購單定義的合約期間短於一 (1) 年，則不得超過對受影響雲端服務所支付訂閱費用總額的三分之一)。

5.1.2.   Customer acknowledges that the Service Credits are the sole and exclusive remedy for SAP's failure to meet the specified Service Level, except to the extent prohibited by applicable law.

客戶茲確認，服務抵扣為 SAP 未符合指定服務層級時之唯一專屬補償措施；但在受適用法律禁止的範圍內除外。

5.1.3.   When Customer's entitlement of the Service Credit is confirmed by SAP in writing (email permitted), SAP will apply such credit to a future invoice relating to the Cloud Service or provide a refund if no future invoice is due under the Agreement.

SAP 依書面方式 (電子郵件亦可) 確認客戶之服務抵扣資格，則 SAP 將會套用上述抵扣至日後的雲端服務相關發票，或者若日後在本合約下無任何到期發票，則 SAP 將提供退款。

5.1.4.   Customers who have not subscribed to the Cloud Service directly from SAP must claim the Service Credit from their applicable SAP partner.

未直接向 SAP 訂閱雲端服務的客戶，其須向適用的 SAP 夥伴請求抵扣額度。

5.2.   Termination

終止。

5.2.1.   In the event of SAP fails to meet the SA SLA for PRD Computing Environment as specified in Section 2 above for three (3) consecutive months, Customer may terminate the applicable Order Form by providing SAP with

written notice within thirty (30) days of Customer's receipt of the respective Service Level report. Termination shall become effective one (1) month after SAP's receipt of such notice (or any later date set out by Customer in its notice). For the avoidance of doubt, this termination right shall supersede any and all other termination provision in the GTC for failure to meet an SLA, and such termination right from the GTC shall not apply.

若 SAP 連續三 (3) 個月皆未達成以上第 2 條中指定之 PRD 計算環境 SA SLA，則客戶得在其收到個別服務層級報告後三十 (30) 天內，以書面通知 SAP 終止適用之訂購單。此終止應於 SAP 收到以上通知的一 (1) 個月過後生效 (或於客戶在通知中所述之後續日期生效)。為免除疑義，於無法達成 SLA 時，此終止權應取代 GTC 的任何與所有其他終止條款，且 GTC 所賦予之該等終止權皆無適用餘地。