

Cloud Applications and Extensions Services
雲端應用程式和延伸服務
Supplemental Terms and Conditions
補充條款與條件

SAP and Customer have agreed that SAP delivers to Customer certain Cloud Applications and Extensions Services ("CAE Services"). These supplemental terms and conditions for CAE Services (the "**Supplement**") are part of the Agreement and apply solely to CAE Services and not any other SAP product or service. Capitalized Terms are defined in the Agreement or in the Glossary at the end of this Supplement.

SAP 與客戶同意 SAP 提供客戶特定的雲端自訂應用程式和延伸服務 (以下簡稱「CAE 服務」)。這些 CAE 服務補充條款與條件 (以下簡稱「補充條款」) 是合約的一部分，僅適用於 CAE 服務而不適用於其他任何 SAP 產品或服務。大寫詞彙均於合約或本補充條款後附之詞彙表中定義。

1. CAE SERVICES

CAE 服務

CAE Services consist of two steps. In a first step, Features will be developed based on Customer Requirements ("Build Phase"). In a second step, the Features will be provided to Customer as a Cloud Service ("Run Phase"). The Features will not be delivered to Customer separately and Customer will only be allowed to use the Features with a valid Order Form for the respective CAE Services in place.

CAE 服務包含兩步驟。第一步是根據客戶需求開發功能 (以下簡稱「建立階段」)。第二步是向客戶提供功能作為雲端服務 (「執行階段」)。功能將不會個別提供給客戶，客戶僅可在對相對的個別 CAE 服務提出有效訂購單後，才能使用功能。

2. BUILD PHASE

建立階段

2.1 Scope.

範圍。

The scope is defined in the applicable Order Form.

範圍定義於適用的訂購單。

2.2 Methodology Lifecycles.

方法生命週期。

The Features will be developed applying one of the Methodology Lifecycles described below. The applicable Methodology Lifecycle is specified in the applicable Order Form.

開發功能時將會套用以下所述的其中一種方法生命週期。在適用訂購單中，會指定適用的方法生命週期。

(a) Scrum Lifecycle

Scrum 生命週期

(1) SAP will designate a contact person ("Product Owner") to discuss Customer Requirements and their priorities. The Product Owner will be responsible for managing the Product Backlog and for assigning the final priorities taking into account Customer's business needs, the technical feasibility and the dependencies.

SAP 將會指定一名聯絡人員 (「產品擁有人」)，以討論客戶需求及其優先順序。產品擁有人負責考量客戶的業務需要、技術可行性和依賴性以管理產品未交貨訂單，並指派最終優先順序。

(2) According to the Scrum Lifecycle SAP will start the development of the Features based on the initial version of the Product Backlog.

SAP 會根據 Scrum 生命週期，以產品未交貨訂單的初始版本為基礎開始執行功能開發作業。

a) If no initial version of the Product Backlog is available, SAP will create the initial version of the Product Backlog based on the Customer Requirements as described in the Solution Proposal attached to the applicable Order Form. The initial version of the Product Backlog must be formally accepted by Customer. The first Sprint starts after

acceptance of the initial version of the Product Backlog.

若無可用的產品未交貨訂單初始版本，SAP 將會根據適用訂購單所檢附方案建議書中述及的客戶需求，建立產品未交貨訂單的初始版本。產品未交貨訂單的初始版本必須獲得客戶正式同意。客戶同意產品未交貨訂單的初始版本後，即會開始執行第一次衝刺 (Sprint)。

b) If the initial version of the Product Backlog is already available, it will be attached to the applicable Order Form and SAP will start directly with the first Sprint.

若已提供產品未交貨訂單的初始版本，則其會附加至適用的訂購單，且 SAP 會直接開始執行第一次衝刺 (Sprint)。

(3) As a prerequisite for Product Backlog Items to become part of a Sprint, they have to be specified in sufficient detail in the Product Backlog including description, acceptance criteria and prioritization. The SAP Product Owner continuously works together with Customer to break down and refine those Product Backlog Items that are not yet specified to the necessary level of detail. Refined Product Backlog Items result in new versions of the Product Backlog, which SAP submits to Customer for confirmation as described in this Supplement.

讓產品未交貨訂單項目納入衝刺 (Sprint) 的先決條件，即是必須在產品未交貨訂單中充分詳盡地指定這些項目，包括說明、驗收標準和優先順序。對於未闡明所需細節程度的產品未交貨訂單項目，SAP 產品擁有人會與客戶持續合作，以細分並改進之。經過改進的產品未交貨訂單項目會構成新版本的產品未交貨訂單，SAP 會按照本補充條款中所述，將其提交給客戶確認。

(4) At the beginning of each Sprint SAP will conduct a planning meeting to decide which Product Backlog Items will be realized as Features by SAP in the Sprint. After the planning meeting SAP will inform Customer of the Sprint Scope. The respective Product Backlog Items are now considered fixed and cannot be altered during the Sprint.

SAP 會在每次衝刺 (Sprint) 開始時舉辦規劃會議，決定 SAP 要在衝刺 (Sprint) 中將哪些產品未交貨訂單項目開發為功能。規劃會議結束後，SAP 會向客戶通知衝刺 (Sprint) 範圍。至此，個別的產品需求清單項目在衝刺 (Sprint) 期間會視為固定而無法變更。

(5) At the end of each Sprint a review meeting will take place in which SAP will present to Customer the Features that have been developed during the Sprint. SAP will send via e-mail to Customer minutes of the Sprint review meeting for Customer to confirm. The minutes will reflect the Product Backlog Items that SAP considers completed and Customer's objections to the demonstrated Features, if any. Customer must confirm or reject the Sprint review meeting minutes via e-mail within a period of five working days as of their submission. Customer's confirmation or rejection must be based on the description of the Product Backlog Item and on the corresponding acceptance criteria. If Customer confirms or does not reject via e-mail the minutes of the Sprint review meeting within the five working days, the completed Product Backlog Items will move to status "confirmed". As far as a Product Backlog Item is rejected, the status will remain "in progress" and necessary adjustments will be made during one of the upcoming development Sprints, or latest during the integration test.

SAP 在每次衝刺 (Sprint) 結束後會召開審查會議，向客戶說明已在衝刺 (Sprint) 期間開發的功能。SAP 會透過電子郵件向客戶傳送衝刺 (Sprint) 審查會議紀錄，供客戶確認。此會議紀錄將會記載 SAP 認為已完成的產品未交貨訂單項目，以及客戶對於已展示功能的異議 (若有的話)。客戶必須在提交後五個工作日內，透過電子郵件確認或拒絕衝刺 (Sprint) 審查會議紀錄。客戶必須根據產品未交貨訂單項目的說明以及對應的驗收標準，決定確認或拒絕。若客戶透過電子郵件確認衝刺 (Sprint) 審查會議紀錄，或是在五個工作日內未拒絕之，則已完成的產品未交貨訂單項目將會變為「已確認」狀態。若產品未交貨訂單項目已遭拒，則其狀態會維持為「處理中」，且會在其中一項近期的開發衝刺 (Sprint) 中執行必要的調整，最晚會於整合測試期間調整。

(6) Customer can request changes to Product Backlog Items (including already confirmed Product Backlog Items) at any time, except during the Sprint where the respective Product Backlog Items are realized. SAP will investigate the possibilities of making the changes and

inform Customer accordingly.

客戶可隨時請求變更產品未交貨訂單項目（包括已確認的產品未交貨訂單項目），但在進行衝刺（Sprint）期間實現個別產品未交貨訂單項目時，則無法請求變更該項目。SAP 應調查變更的可能性，並據以通知客戶。

a) If the requested changes have an impact on the total effort and price, Customer has to follow the Change Request procedure.

若請求的變更會影響總工作量與價格，則客戶必須遵循變更請求程序。

b) If the requested changes do not have an impact on the total effort and price, and if SAP agrees to, SAP will create a new version of the Product Backlog and will submit it to Customer for confirmation.

若請求的變更不會影響總工作量和價格，且 SAP 同意變更，則 SAP 會建立新版本的产品未交貨訂單並提交給客戶確認。

(7) The content of an already agreed version of the Product Backlog can only be changed in case of an agreement between the parties. In case of contradiction between versions of the Product Backlog, the most recently confirmed version will prevail over the others.

經雙方當事人同意的產品未交貨訂單版本，其內容僅可由雙方合意變更。若各版本之產品需求清單相互牴觸，則最晚確認的版本具有優先效力。

(8) The last confirmed version of the Product Backlog will constitute the final version of the Product Backlog. It is the only contractually binding description of the Features and constitutes the basis for the acceptance of the Features by Customer.

產品未交貨訂單的最後確認版本即構成產品未交貨訂單的最終版本。其是唯一具有契約約束力的功能說明，是客戶驗收功能的根據。

(9) Upon completion of the Features, SAP will execute an integration test of all developed Features based on test cases provided by Customer.

完功能時，SAP 將會根據客戶提供的測試案例，針對所有已開發功能執行整合測試。

(10) After SAP has completed the integration test, SAP will make the Features available for Customer in a development and/or test system landscape. Once SAP declares towards Customer readiness for Acceptance Testing of the Features, the period for conducting Acceptance Tests begins.

完成整合測試後，SAP 將會在開發和/或測試系統架構中向客戶提供功能。一旦 SAP 向客戶宣告功能驗收測試已準備就緒，驗收測試期間就此開始。

(b) Waterfall Lifecycle

Waterfall 生命週期

(1) According to the Waterfall Lifecycle SAP will start the development of the Features based on the Specification.

根據 Waterfall 生命週期，SAP 會以規格為基礎開始執行功能開發作業。

a) If no Specification is available, SAP will write the Specification based on the Customer Requirements as set out in the Solution Proposal attached to the applicable Order Form. The Specification is subject to formal acceptance by Customer. After acceptance by Customer SAP will start the development of the Features.

若未提供規格，則 SAP 將根據解決方案建議書（附加至適用的訂購單）中所列的客戶需求來撰寫規格。規格必須獲得客戶的正式同意。獲得客戶同意後，SAP 即會開始執行功能開發作業。

b) If the Specification is already available, it will be attached to the applicable Order Form and SAP will start the development of the Features based on this Specification.

若已提供規格，則其會附加至適用的訂購單，且 SAP 將會根據此規格開始執行功能開發作業。

(2) SAP will offer to demonstrate portions of already developed Features to Customer ("Show & Tell Sessions") for Customer to provide feedback. The main contacts for the Build Phase will agree on the number, extent and timeline of such sessions.

SAP 會向客戶提議展示部分的已開發功能（以下簡稱「展示及講述工作階段」），以供客戶提供回饋意見。建立階段的主要聯絡人將會就上述工作階段的數字、範圍以及時間表方面，共同達成協議。

(3) Until all Features have been accepted, both parties may request changes in writing in accordance with the Change Request procedure.

在所有功能皆獲得同意之前，各方得根據變更請求程序以書面請求變更。

(4) Upon completion of the Features, SAP will execute an integration test of all developed Features based on test cases provided by Customer.

完成功能時，SAP 將會根據客戶提供的測試案例，針對所有已開發功能執行整合測試。

(5) After SAP has completed the integration test, SAP will make the Features available for Customer in a development and/or test system landscape. Once SAP declares towards Customer readiness for Acceptance Testing of the Features, the period for conducting Acceptance Tests begins.

完成整合測試後，SAP 將會在開發和/或測試系統架構中向客戶提供功能。一旦 SAP 向客戶宣告功能驗收測試已準備就緒，驗收測試期間就此開始。

2.3 Change Request Procedure

變更請求程序

(a) During the Build Phase and until Customer's acceptance of all Features, both parties can request changes to the CAE Services (herein: "Change Request"). Any Change Request of Customer or SAP must be in writing and in the format as provided by SAP.

在建立階段以及客戶同意所有功能之前，各方可請求變更 CAE 服務（此處稱為：變更請求）。客戶或 SAP 必須使用 SAP 提供之格式，以書面方式提出變請求。

(b) After acceptance of all Features no changes can be requested under the same Order Form.

一旦所有功能經過驗收後，即不得再依相同訂購單請求任何變更。

(c) Until SAP and Customer have reached an agreement on a Change Request, SAP will perform the CAE Services as initially agreed.

在 SAP 與客戶就變更請求達成協議之前，SAP 將會依照初始同意內容執行 CAE 服務。

(d) If Customer submits a Change Request, SAP will investigate the possibilities of making the changes and inform Customer within a reasonable period of time. In case of an affirmative response, SAP will provide Customer with a change offer specifying the effects of the change on subscription fees, timing, and other parts of the CAE Services. Customer must thereupon inform SAP in writing within five working days whether the change offer is accepted.

若客戶提交變更請求，SAP 應調查變更的可能性，並於合理期間內通知客戶。若為肯定回覆，SAP 將向客戶提供變更方案，其中指明針對訂閱費用、時間以及其他部分的 CAE 服務產生的影響。此時客戶必須在五個工作日內書面告知 SAP 是否接受變更方案。

(e) If the investigation of a Change Request itself requires substantial work, SAP is entitled to invoice Customer separately for that work. Timelines (e.g. milestone plan) will be adjusted taking into account the period during which SAP investigates the possibilities of the requested change, prepares a change offer, and/or negotiates with Customer regarding the commercial and contractual aspects of the Change Request.

若調查變更請求的作業量龐大，SAP 有權就該作業向客戶開立個別發票。調整時間表（例如里程碑計畫）時，將會考量以下因素：SAP 調查客戶請求之變更是否可能的花費時間、準備變更方案的花費時間，和/或與客戶協商變更請求之商業層面與合約層面的花費時間。

(f) If SAP submits a Change Request, Customer must notify SAP in writing within ten working days whether the Change Request is accepted.

若 SAP 提出變更請求，則客戶必須於十個工作日內，以書面通知 SAP 是否同意變更請求。

2.4 Acceptance, Acceptance Testing and Confirmation

驗收、驗收測試與確認

(a) General

一般事項

(1) SAP can require a written acceptance statement from Customer for all Deliverables that are amenable to acceptance. Customer must accept such Deliverables without delay. SAP may provide Customer with a template for the declaration of acceptance.

SAP 可針對必須驗收的所有交付項目，要求客戶提供書面驗收聲明。客戶必須驗收上述交付項目，不得延遲。SAP 得向客戶提供驗收聲明的範本。

(2) Where a Deliverable can be separated into subsets SAP can request acceptance for such subsets. Subsequent acceptance procedures will address only the correct functioning of the new subsets and whether the subsets accepted earlier correctly interact with the new subsets.

交付項目若可分為子集，SAP 得請求客戶驗收該子集。隨後的驗收程序只會處理新子集是否正確運作，以及更早通過驗收的子集是否能與新子集正確互動。

(b) Acceptance of the initial version of the Product Backlog and confirmation for subsequent versions of the Product Backlog

驗收產品未交貨訂單之初始版本，以及確認產品未交貨訂單之後續版本

(1) Customer shall declare acceptance of the initial version of the Product Backlog if it is materially consistent with the Customer Requirements. The initial version of the Product Backlog is deemed to be accepted if Customer does not report in writing any material inconsistency with the Customer Requirements within 15 working days after provision of the initial version of the Product Backlog for acceptance.

若產品未交貨訂單之初始版本已實質符合客戶需求，則客戶應宣告驗收。SAP 提供有待驗收的產品未交貨訂單初始版本後，若客戶未於 15 個工作日內書面通報任何重大不符合客戶需求情事，則視為客戶已驗收產品未交貨訂單之初始版本。

(2) For the avoidance of doubt, the initial version of the Product Backlog already attached to the applicable Order Form is not subject to an acceptance. SAP will start the development of the Features based on the respective document.

為免疑義，產品未交貨訂單初始版本附加至適用訂購單者，毋須驗收。SAP 將會根據該文件開始執行功能開發作業。

(3) For subsequent versions of the Product Backlog SAP will require an e-mail confirmation from Customer. SAP will submit for review and confirmation the respective version of the Product Backlog to Customer via e-mail.

針對產品未交貨訂單之後續版本，SAP 將要求客戶以電子郵件確認。SAP 將會透過電子郵件提交該版本的產品未交貨訂單，以供客戶審閱和確認。

a) If Customer consents or does not object via e-mail to the respective version of the Product Backlog within a period of five working days as of submission of the respective version by SAP, such version will be deemed confirmed by Customer and will supersede all its previous versions.

在 SAP 提交該版本之產品未交貨訂單後，若客戶透過電子郵件表示同意或未於五個工作日內表示反對，則該版本視為經過客戶確認，並取代所有先前版本。

b) If Customer suggests modifications to the respective version of the Product Backlog via e-mail within five working days, SAP will review them in another five working days. Granted that such modifications are reasonable and feasible, and based on SAP's own decision, SAP will include the proposed modifications in the respective version of the Product Backlog and will submit it to Customer. This new version will be deemed confirmed by Customer and will supersede all previous versions of the Product Backlog unless Customer objects to it within a period of one working day.

若客戶於五個工作日內透過電子郵件建議修改該版本之產品未交貨訂單，SAP 應另於五個工作日

內進行審查。若上述修改建議合理可行，SAP 得根據自身決策，在該版本之產品未交貨訂單中納入修改建議，並提交給客戶。除非客戶在一個工作日內表示反對，否則此一新版本將視為經過客戶確認，並取代所有先前版本的產品未交貨訂單。

(c) Acceptance of the Specification

驗收規格

(1) Customer shall declare acceptance of the Specification if it is materially consistent with the Customer Requirements. The Specification is deemed to be accepted if Customer does not report in writing any material inconsistency with the Customer Requirements within 15 working days after provision of the Specification for acceptance.

若規格已實質符合客戶需求，則客戶應宣告驗收。SAP 提供有待驗收的規格後，若客戶未於 15 個工作日內書面通報任何重大不符客戶需求情事，則視為客戶同意規格。

(2) For the avoidance of doubt, the Specification already attached to the applicable Order Form is not subject to an acceptance. SAP will start the development of the Features based on the respective document.

為免疑義，規格附加至適用訂購單者，毋須驗收。SAP 將會根據該文件開始執行功能開發作業。

(d) Acceptance of the Features

驗收功能

(1) The parties shall agree on Acceptance Test procedures. The period for conducting Acceptance Tests for the Features begins when SAP informs Customer that the Features are available for testing. Customer shall commence the Acceptance Test procedure without delay.

雙方當事人應同意驗收測試程序。若 SAP 通知客戶功能已可供測試，即會開始進入執行功能驗收測試期間。客戶應開始執行驗收測試程序，不得延遲。

(2) If the Acceptance Tests prove to be successful, Customer will declare acceptance of the Features (or subsets of the Features) without undue delay by signing and submitting to SAP the completed acceptance statement.

若已證明順利完成驗收測試，客戶應簽署已完成驗收聲明並提交給 SAP，以宣告功能（或功能之子集）已驗收，不得有不當延誤。

(3) The Acceptance Tests shall be deemed successful if the Features are materially consistent with the final version of the Product Backlog or the Specification and are free of any defect causing serious interruptions in normal operations (important tasks cannot be performed due to a malfunction or an unavailable function in the respective Features that is urgently required to deal with the current situation ("Material Defects")). 在以下情況中，驗收測試應視為成功：功能實質符合產品未交貨訂單或規格之最終版本，且並無任何造成正常作業嚴重中斷之缺陷（即必須緊急應付目前狀況的功能由於發生故障或無法使用，導致重要工作無法執行（以下簡稱「重大瑕疵」））。

(4) In case it is revealed in the course of the Acceptance Tests that the Features are not materially consistent with the final version of the Product Backlog or the Specification, and/or are not free of Material Defects, Customer may refuse to declare acceptance and shall grant SAP an additional period of time to eliminate deviations from the final version of the Product Backlog or the Specification, and/or Material Defects. The identification of any failure to meet these criteria must include a precise description of the problem and all relevant information that is reasonably required by SAP in order to rework the Features. After expiry of this additional period of time, the Acceptance Test procedure shall be repeated. If the repeated test still reveals deviations from the final version of the Product Backlog or the Specification, and/or Material Defects which legitimate the refusal of the acceptance, then second and third repeat tests shall be carried out on the same basis as the first repeat test.

若於驗收測試執行過程中發現功能未實質符合產品未交貨訂單或規格之最終版本，且其中具有重大瑕疵，客戶得拒絕宣告驗收，且應授與 SAP 額外期間，以排除與產品未交貨訂單最終版本或規格牴觸之處

和/或重大瑕疵。對未能符合這些標準提出鑑定時，必須包括精確的描述，針對問題所在及 SAP 對功能進行重工所合理需要的所有相關資訊提出說明。上述額外期間到期後，應再次執行驗收測試程序。再次執行測試後，若仍發現與產品未交貨訂單或規格抵觸之處，和/或發現構成合法拒絕驗收之重大瑕疵，則應比照第一次重覆測試執行第二次與第三次重覆測試。

(5) Customer shall not refuse acceptance of the Features if the applicable Acceptance Test only reveals immaterial defects.

若在適用之驗收測試中僅發現非重大缺陷，則客戶不得拒絕功能驗收。

(6) The Features are deemed to be accepted if Customer does not report in writing or use SAP's support infrastructure to report any Material Defects and/or deviations from the final version of the Product Backlog or the Specification within 15 working days after Customer has been informed to commence the Acceptance Test procedure.

若客戶在獲得通知執行驗收測試程序後的 15 個工作日內，未以書面方式通報，或是使用 SAP 支援基礎設施通報任何重大瑕疵和/或與產品未交貨訂單或規格最終版本抵觸之處，則功能視為已驗收。

(e) Availability of Features

功能之可用性

Once Customer has declared acceptance of the Features or Features are deemed to be accepted, SAP will make available the Features to Customer for productive use and inform Customer accordingly via a declaration of availability ("Availability of Features").

若客戶已宣告驗收功能，或是功能視為已驗收，SAP 即會向客戶提供功能作為正式運作用途，並透過可用性聲明通知客戶（以下簡稱「功能之可用性」）。

2.5 Governance and Responsibilities

管理與責任

(a) Each party shall designate a main contact for the Build Phase. The main contacts from each party are in particular responsible for the creation of a detailed milestone plan for the Build Phase, to manage their resources and to check the progress of the Build Phase.

各方應指定一名建立階段的主要聯絡人。各方指定的主要聯絡人專門負責為建立階段建立詳細的里程碑計畫，以管理資源和檢查建立階段的執行進度。

(b) Customer shall designate authorized individuals for acceptance or confirmation of Deliverables.

客戶應指定授權人員負責驗收或確認交付項目。

(c) Customer or SAP may request to establish a steering committee that meets at regular defined intervals to discuss the progress of the Build Phase and to resolve any issues arising during the Build Phase that cannot be resolved through consultation of the teams. The steering committee takes fundamental decisions within the Build Phase and exercises control functions. Each party shall designate suitable representatives to serve on a steering committee. The representatives of the steering committee must be empowered to take decisions for the respective party which they represent in the steering committee.

客戶或 SAP 得請求設立指導委員會，每隔固定時間開會討論建立階段的進度，並解決團隊諮詢無法解決的建立階段相關問題。指導委員會在建立階段會作出重要決策並行使控制功能。各方應指定適合的代表人員出任指導委員會。指導委員會代表人員必須獲得所代表方之授權，在指導委員會做出決策。

(d) Customer acknowledges and agrees that SAP's ability to provide the CAE Services specified in the Order Form depend upon contributions to be provided by Customer. If SAP considers that a material contribution, response or action required from Customer is delayed to a point that the Build Phase milestone plan is being negatively impacted or cannot reasonably be met due to such delay, SAP will promptly inform Customer in writing. Customer shall then either: (i) immediately respond; (ii) take the required action; or (iii) request a suspension of the Build Phase subject to Customer assuming any additional costs associated with such suspension on the basis of the then current SAP rates. Customer agrees to respond to any notice provided pursuant to this section via e-mail within 24 hours. Should Customer not respond without 24 hours, the overall Build Phase timeline will be extended, at minimum,

by the time associated with Customer's delay.

客戶認可並同意，SAP 提供訂購單所述 CAE 服務的能力，視客戶提供之內容而定。若 SAP 認為向客戶要求的重大內容、反應或行動有所延遲，且達到對建立階段里程碑計畫造成負面影響之程度，或是由於此延遲而無法合理地達成建立階段里程碑計畫，SAP 將立即書面告知客戶。此時客戶應：(a) 立即作出反應，(b) 採取 SAP 要求的行動；或 (c) 請求暫停建立階段，在此期間客戶將按當時的 SAP 費率承擔因暫停而生的額外費用。客戶同意在 24 小時內，以電子郵件回應根據本條款提供的任何通知。若客戶未於 24 小時內回應，建立階段整體時間表將隨之延長，最短延長時間視客戶延遲時間而定。

- (e) If information or documentation contributed by Customer proves to be incorrect, incomplete, ambiguous or cannot be followed from an objective point of view, Customer will immediately (particularly after being requested by SAP) make the necessary corrections and/or supplements.

若客戶提供的資料或文件經證實為錯誤、不完整、意義不明確或無法從客觀角度理解使用，客戶將立即（特別是在 SAP 要求之後）進行必要的修改和/或補充。

- (f) Customer's collaboration is required throughout the Build Phase and includes, but is not limited to the tasks listed in the applicable Order Form. Customer will identify particular employees to SAP as technical liaisons and participants in Customer's Acceptance Test and warrants that they will be available to participate as and when required. Customer will ensure that all of the employees it assigns to the Build Phase are proficient and suitably qualified to carry out their tasks.

客戶於整個建立階段期間必須協同合作，包括但不限於適用訂購單中所列之工作。客戶應向 SAP 指定特定員工擔任技術聯絡人與客戶驗收測試之參與者，並保證其可應要求參與驗收測試。客戶應確保其指派的所有員工皆嫻熟相關事務，並具備可執行工作之適當資格。

- (g) Customer has to ensure that he has all necessary third party license rights required for developing and using the Features.

客戶必須確保具有開發與使用功能所需的一切必要第三方授權權利。

- (h) The SAP employees assigned to the CAE Services will be under the direction of SAP and will be located at SAP sites. Travel of SAP employees shall be agreed upon between the parties as deemed necessary.

指派至 CAE 服務的 SAP 員工應遵循 SAP 之指導，且於 SAP 場所工作。雙方應於必要時商定 SAP 員工之差旅。

3. Run Phase.

執行階段。

- (a) The Subscription Term for the Features begins upon Availability of the Features. The Subscription Term consists of an Initial Subscription Term, a First Renewal Term and subsequent Renewal Terms as defined in the Order Form.

功能之訂閱期限於功能可用時開始。訂閱期限包括訂購單中定義之初始訂閱期限、第一次續約期限以及後續續約期限。

- (b) Subscription of other Cloud Services might be a prerequisite to make use of the CAE Services. The Subscription Term and/or the termination rights of those Cloud Services might deviate from the ones for the CAE Services. For the avoidance of doubt: The termination of other Cloud Services (especially those that are required in accordance with sections "Prerequisites for the Build Phase" and "Prerequisites for the Run Phase" of the applicable Order Form) will not automatically lead to a termination of the respective CAE Services. Customer has to fulfill its obligation under the applicable Order Form for the CAE Services even if related Cloud Services have been terminated.

訂閱其他雲端服務可能是使用 CAE 服務的先決條件。這些雲端服務的訂閱期限和/或終止權利，可能會與 CAE 服務有所出入。為免疑義：終止其他雲端服務（尤其是適用訂購單之「建立階段的先決條件」與「執行階段的先決條件」等章節要求的雲端服務）不會自動導致相對應的 CAE 服務終止。即使相關雲端服務已終止，客戶仍然必須根據 CAE 服務的適用訂購單履行其責任義務。

- (c) In case of termination of the respective CAE Services, Customer allows SAP to access Customer's system and data to de-activate the Features.
若相對應的 CAE 服務終止，客戶應允許 SAP 存取客戶系統和資料以停用功能。
- (d) Support services for the Features will be provided as specified in the applicable Order Form. The fees for support services for the Features are included in the subscription fees of the CAE Services.
功能的支援服務將會依照適用訂購單的指定內容提供。CAE 服務的訂閱費用包含功能的支援服務費用。
- (e) All support messages relating to the CAE Services provided under the applicable Order Form shall be transmitted to SAP via the then current SAP support infrastructure as made available by SAP during the Build Phase.
根據適用訂購單提供的所有 CAE 服務相關支援訊息，皆應透過 SAP 於建立階段期間提供的現行 SAP 支援基礎設施傳送至 SAP。

4. USAGE RIGHTS AND RESTRICTIONS

使用權利與限制

- 4.1 To the extent another Cloud Service is a prerequisite for the usage of the CAE Services, the usage rights and restrictions of the respective Cloud Service shall apply to the CAE Services. To the extent another Cloud Service is not a prerequisite for the usage of the CAE Services, the usage rights and restrictions of the GTC shall apply accordingly to the CAE Services in addition to the usage rights and restrictions of the Order Form, as the case may be.
若其他雲端服務為使用 CAE 服務的先決條件，則 CAE 服務適用對應的雲端服務之使用權利與限制。若其他雲端服務並非使用 CAE 服務的先決條件，則按個案情況，CAE 服務除了適用訂購單以外，也可能須適用 GTC 之使用權利與限制。
- 4.2 Before Availability of Features, Customer will only have the right to use the Features for agreed test purposes.
在功能可供使用之前，客戶的功能使用權僅限於雙方合意的測試目的。

5. INTELLECTUAL PROPERTY RIGHTS

智慧財產權

SAP, SAP SE (the parent company of SAP) or its licensors own all right, title and interest in and to any and all intellectual property rights (including copyrights, trademark rights, patent rights, database rights or other rights) in and to the CAE Services or derivative works of the CAE Services, design contributions and any related knowledge or processes whether or not created with Customers contribution. SAP, SAP SE (SAP 母公司) 或其授權人針對以下項目具備所有權利、所有權和利益：針對 CAE 服務或其衍生作品、設計內容以及不論是否使用客戶內容所建立之任何相關知識或程序的所有智慧財產權（包括著作權、商標權、專利權、資料庫權利或其他權利）。

Glossary

詞彙表

- 1. "Acceptance Test"** is a test of the Features executed by the Customer to prepare the acceptance.

「驗收測試」係指客戶為預備進行驗收而執行的功能測試。
- 2. "Customer Requirements"** means Customer's goals and objectives as well as user requirements and functional and non-functional requirements as set out in the Solution Proposal, the Specification or the Product Backlog.

「客戶要求」係指在解決方案建議書、規格或產品未交貨訂單中述及之客戶目標、使用者要求以及功能與非功能性要求。
- 3. "Features"** means the functionality to be developed and provided as part of the CAE Services.

「功能」係指有待開發並提供為 CAE 服務一部分的功能。
- 4. "Deliverables"** means any deliverables or work products developed and/or provided by SAP as CAE Services pursuant to an Order Form, including but not limited to Product Backlogs or Specifications, and Features.

「交付項目」係指 SAP 根據訂購單開發和/或提供做為 CAE 服務的所有交付項目或工作產品，包括但不限於產品未交貨訂單或是規格和功能。
- 5. "Product Backlog"** is the description of work for Features to be developed by SAP and to be made available for acceptance by Customer following the Scrum Lifecycle. It consists of the Product Backlog Items.

「產品未交貨訂單」係指有待 SAP 遵循 Scrum 生命週期開發並供客戶驗收之功能的工作說明。其包括產品未交貨訂單項目。
- 6. "Product Backlog Item"** consists of Customer Requirements to be realized as Features by SAP and their respective functional description, the mutually agreed priorities, acceptance criteria, and status of completion of the Features to be provided. The Product Backlog Items are contained in the Product Backlog.

「產品未交貨訂單項目」包括有待 SAP 實現為功能的客戶要求及其個別功能說明、有待提供之功能的兩造約定優先順序、驗收標準和完成狀態。產品未交貨訂單包含產品未交貨訂單項目。
- 7. "Scrum Lifecycle"** means an iterative and incremental agile method, according to which the Customer Requirements are realized successively as Features within Sprints.

「Scrum 生命週期」係指一種疊代增量敏捷方法，在衝刺 (Sprint) 中客戶需求逐次根據該方法實現為功能。
- 8. "Waterfall Lifecycle"** means a sequential method, according to which the Customer Requirements are realized consecutively as Features through the phases of the lifecycle of the Build Phase.

「Waterfall 生命週期」係指循序方法，客戶要求根據該方法在建立階段之生命週期各階段中連續實現為功能。
- 9. "Solution Proposal"** is the description of Customer Requirements and a high level solution overview.

「解決方案建議書」係指客戶要求與高階解決方案概覽的說明。
- 10. "Specification"** is the description of work for Features to be developed by SAP and to be made available for acceptance by Customer following the Waterfall Lifecycle.

(10) 「規格」係指 SAP 的工作說明，描述有待 SAP 遵循 Waterfall 生命週期而開發並供客戶驗收的功能。
- 11. "Sprint"** means a set period of time during which specific work is realized and made ready for review.

「衝刺」係指在一特定的時間段內，完成特定的工作以供審核。
- 12. "Sprint Scope"** means Product Backlog Items to be realized as Features in the respective Sprint.

「衝刺範圍」係指要在個別衝刺 (Sprint) 中實現為功能的產品未交貨訂單項目。