CONSULTING SERVICES SUPPLEMENTAL TERMS AND CONDITIONS ("SUPPLEMENT") to the GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICES

適用於雲端服務一般條款與條件之

諮詢服務補充條款與條件 (以下稱「補充條款」)

SAP and Customer have agreed that SAP will provide to Customer certain Consulting Services. This Supplement to the General Terms and Conditions for Cloud Services (**"GTC"**) applies solely to Consulting Services and not to any other SAP product or service.
SAP 及客戶同意 SAP 提供客戶特定諮詢服務。本雲端服務的一般條款與條件 (以下稱「**GTC**」) 的補充條款，僅適用於諮詢服務，並不適用於任何其他 SAP 產品或服務。

Capitalized terms in this Supplement but not defined have the meaning defined in the GTC.
本補充條款中未定義之用語，應與 GTC 中所賦予之定義相同。

1. DEFINITIONS
名詞定義

1.1. "**Change Request"** means a change request made in accordance with section 4 of this Supplement and in the form made available by SAP from time to time or included in the Order Form.
「**變更請求**」係指照本補充款第 4 條之規定、並依 SAP 不時提供或訂購單中所納入的方式提出之變更請求。

1.2. **"Consultants"** means employees and third-party contractors which SAP utilizes to provide Consulting Services to Customer.
「**顧問**」係指 SAP 用於向客戶提供諮詢服務的員工和第三方承包商。

1.3. **"Consulting Services"** means Professional Services as defined in the GTC in conjunction with the applicable Service Descriptions and/or Scope Documents.
「**諮詢服務**」係指 GTC 及適用的服務說明和/或範圍文件中所定義的專業服務。

1.4. **"Deliverables"** means those specific Work Products which are explicitly identified as a "Deliverable" under the applicable Order Form.
「**交付項目**」係指相關訂購單中明確識別為「交付項目」之特定工作產品。

1.5. **"Feedback"** means input, comments or suggestions regarding SAP's business and technology direction and the possible creation, modification, correction, improvement or enhancement of the Cloud Service or Consulting Services (as applicable).
「回饋意見」**係指針對 SAP 業務和技術方向以及雲端服務或諮詢服務 (視何者適用) 之可能建立、修改、修正、改良或增強而提供之意見、評論或建議。**

1.6. **"License Agreement"** means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller) under which Customer procured the rights to use a Cloud Service.
「**授權合約**」係指 SAP (或 SAP SE 關係企業或授權轉銷商) 與依此合約採購雲端服務的使用權利之客戶間所簽訂的合約。

1.7. **"Material Defect"** means the Deliverable fails to substantially comply with the applicable and corresponding acceptance criteria for that Deliverable set forth in the Order Form.
「**重大瑕疵**」係指交付項目實質上無法符合訂購單所載之該交付項目的相關與相應驗收標準。

1.8. **"Order Form"** means the applicable ordering document for Consulting Services that references the GTC and this Supplement.
「**訂購單**」係指引用 GTC 和本補充條款之諮詢服務之相關訂購文件。

1.9. **"Premium Engagement Services"** means SAP MaxAttention, SAP ActiveAttention or SAP Value Assurance Services.
「**Premium Engagement 服務**」係指 SAP MaxAttention、SAP ActiveAttention 或 SAP Value Assurance 服務。

1.10. **"Scope Document"** means the document that is provided with and becomes part of the Order Form and which defines (sometimes in conjunction with a Service Description) the Consulting Services to be provided.

「**範圍文件**」係指與訂購單一起提供並成為訂購單一部分之文件，有時其與服務說明一起定義要提供的諮詢服務。

1.11. **"Service Description"** means pre-defined descriptions of services found at http://www.sap.com/servicedescriptions current as of the effective date of the Order Form which in conjunction with a Scope Document defines the Consulting Services to be provided and becomes part of the Order Form.
「**服務說明**」係指可於 http://www.sap.com/servicedescriptions 上找到的預先定義的服務說明，以訂購單生效日期的最新版本為準，與範圍文件一起定義了 SAP 將提供的諮詢服務，並成為訂購單的一部分。

1.12. **"Work Product"** means any work product or tangible results produced by or with SAP, including works created for or in cooperation with Customer.
「**工作成果**」係指由 SAP 產生或與 SAP 共同產生的任何工作成果或有形結果，包括為客戶建立或與客戶合作建立的成果。

2. Provision of services
服務之提供

2.1. Performance.
效能

2.1.1. SAP will provide the Consulting Services in accordance with the Order Form, the GTC and this Supplement.
SAP 將依照訂購單、GTC 和本補充條款提供諮詢服務。

2.1.2. If any Consulting Service, in whole or in part, cannot be provided by SAP due to a Customer issue and Customer fails to provide SAP with reasonable advance notice, the time spent and expected to be spent by the Consultants on such Consulting Service will be charged to Customer.
若因為客戶的問題導致 SAP 無法提供全部或部分的任何諮詢服務，且客戶未能向 SAP 提出合理的事先通知，則雙方同意由顧問為此類諮詢服務預期所花時間和實際所花時間應由客戶付帳。

2.2. Time not of essence
時間非本合約實質要件

All dates with respect to performance of the Consulting Services are estimated and time shall not be deemed of the essence.

本諮詢服務履行時間皆為預估日期，時間非本合約實質要件。

2.3. Acceptance
驗收

If the applicable Order Form expressly states that the Deliverables are subject to acceptance and does not otherwise specify an acceptance procedure, the following acceptance procedure applies:
如果適用的訂購單明確聲明交付項目需受驗收所拘束，且不會另行指定驗收程序，則適用以下驗收程序：

a) Upon delivery by SAP of a completed Deliverable, Customer shall have 10 calendar days to accept or reject the Deliverable due to a Material Defect based on the acceptance criteria set forth in the Order Form for that Deliverable ("**Acceptance Period**").
SAP 一旦交付完整交付項目，客戶應有 10 個日曆日可根據該交付項目的訂購單所記載的驗收標準判斷是否有重大瑕疵，決定接受或拒絕交付項目 (以下稱「**驗收期**」)。

b) Customer must accept the Deliverable if it meets the acceptance criteria in the Order Form, unless there is a Material Defect. If rejecting, Customer must provide written notice specifying the Material Defect within the Acceptance Period, in which case
若交付項目符合訂購單所載驗收標準，客戶必須接受該交付項目，除非有重大瑕疵則不在此限。若予以拒絕，則客戶必須於驗收期間以書面通知指出重大瑕疵。在此情況下，

c) SAP shall have a reasonable period to cure and redeliver the Deliverable for an additional acceptance procedure.
SAP 應在合理期間內彌補瑕疵，並在額外的驗收期之內重新交付交付項目。

d) If Customer fails to expressly accept or reject a Deliverable within the Acceptance Period, Customer shall be deemed to have accepted such Deliverable at the end of the Acceptance

Period.
若客戶未在驗收期間內明確接受或拒絕交付項目，則視為客戶在驗收期過後接受該交付項目。

e) Upon acceptance of a Deliverable, all obligations of SAP related to the delivery and execution of Services associated with such Deliverable will be considered fulfilled.
主要承包商接受交付項目，即應視為 SAP 已履行與該交付項目關聯之所有服務交付和執行之所有義務。

f) Customer shall not make productive use of a Deliverable, unless it has been accepted by Customer (either expressly or by passage of time).
除非客戶已經接受交付項目 (明確或隨時時間推移而接受)，否則不得以正式運作目的使用交付項目。

g) If the applicable Order Form does not expressly specify acceptance criteria for a Deliverable, such Deliverable will be deemed accepted upon delivery.
若適用的訂購單並未明示指定交付項目的驗收標準，則此等交付項目將於交付時視同已接受。

2.4. Replacement.
人員替換

If at any time Customer or SAP is dissatisfied with the material performance of a Consultant or a Customer employee or contractor, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change (which also, in the case of SAP, shall be subject to staffing availability).
若客戶或 SAP 在任何時間對於顧問或客戶的員工或承包商的重大績效不滿意，不滿意的一方當事人應及時以書面形式向另一方當事人報告該不滿意的內容，並得要求替換人員。另一方應在合理斟酌的基礎上完成任何該類變化 (SAP 在處理時需應視人手情況而定)。

2.5. Subcontracting
分包

SAP may use subcontractors to provide all or part of the Consulting Services under the Agreement. SAP is responsible for the performance of Consulting Services by a subcontractor to the same extent as it would be if performed by its own employees.
SAP 得依合約使用分包商來提供所有或部分諮詢服務。SAP 對分包商履行諮詢服務的責任，應與由其自己的員工履行時所擔負之責任相同。

3. Customer responsibilities
客戶責任

3.1. Access, System Security and Data Safeguards
存取、系統安全和資料保障

3.1.1. Customer will make the necessary arrangements to allow SAP to perform the Consulting Services, including the availability of consistent, stable and fast remote connectivity and the necessary authorizations for remote access to Customer's systems.
客戶需負責作出必要的安排讓 SAP 履行諮詢服務，包括提供一致、穩定又快速的遠端連線以及遠端存取客戶系統之必要授權。

3.1.2. If the Consulting Services are performed at Customer's site, Customer agrees to provide necessary access to its site including appropriate access to Customer premises, computer systems and other facilities, to the extent reasonably required for SAP to perform the Services.
若在客戶所在地提供諮詢服務，客戶同意在 SAP 執行服務的合理範圍內提供其所在地的必要存取權，包括對客戶的辦公場所、電腦系統和其他設施的適當存取權。

3.1.3. When SAP is given access to Customer's systems and data, SAP shall comply with Customer's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Customer shall be responsible for providing Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. Customer shall not grant SAP access to Customer systems or personal information (of Customer or any

third party) unless such access is essential for the performance of Services under the Agreement.
SAP 為客戶提供系統和資料的存取時，SAP 應遵守客戶的合理行政、技術和實體安全保障要求，從而保護此類資料並防止未經授權的存取。對於此類存取，客戶應負責向顧問提供用以存取其系統的使用者授權和密碼，以及負責撤銷此等授權和終止此類存取，惟以客戶於不同時間認為適當為宜。客戶不得授予 SAP 存取客戶的系統或個人資訊 (屬於客戶或任何第三方)，除非此類存取對於依本合約履行服務係屬必不可少的。

3.2. Customer Cooperation
客戶合作

3.2.1. Customer shall provide and make available all Customer personnel and other resources that SAP reasonably requires in connection with performance of the Consulting Services and as may be further addressed in an applicable Order Form.
客戶應向 SAP 提供 SAP 為履行諮詢服務而合理要求，以及相關訂購單中提及需要的客戶之所有可用人員和其他資源。

3.2.2. Customer shall appoint a contact person with the authority to make decisions and to supply SAP with any necessary or relevant information expeditiously.
客戶應指定一名聯絡人，其應有權進行決策以及將任何必要或相關資訊迅速提供予 SAP。

3.3. Use Rights Prerequisites
使用權利先決條件

Customer shall ensure it has all necessary use rights for the Cloud Service as well as any relevant third party license or use rights it requires in order for SAP to perform the Consulting Services.
客戶應確保擁有雲端服務的所有必要使用權利，以及 SAP 履行諮詢服務所需的任何相關第三方授權或使用權利。

4. Change RequesT PROCEDUREs
變更請求程序

4.1. Either party can request changes to the Services.
任何一方當事人均可以提出服務變更請求。

4.2. SAP is not required to perform under a Change Request prior to the execution by the parties of the applicable Change Request.
在各方當事人簽署適用的變更請求之前，SAP 不需要根據變更請求執行。

5. fees and taxes
費用與稅捐

5.1. Customer shall pay fees as stated in the Order Form. If Customer does not pay any fees in accordance with the terms of the Agreement then, in addition to any other available remedies, SAP may suspend the provision of Consulting Services until payment is made. SAP shall provide Customer with prior written notice before any such suspension. Unpaid fees when due will accrue interest at the rate of 3% above the Prime Loan Rate of Bank of Taiwan applicable per annum, but not to exceed the maximum amount as allowed by law. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order. Customer may not withhold, reduce or set-off fees owed.
客戶應依訂購單所載付費。若客戶未依照合約條款支付任何費用，則除了任何其他可用的補救措施外，SAP 得中止提供諮詢服務，直到客戶付款為止。SAP 在進行任何此等中止之前，應事先以書面通知客戶。任何到期未支付之費用，應依臺灣銀行基本放款利率加碼百分之三之年利率計算利息，但不得超過法律所允許之最高額度。採購單僅為了方便行政管理，SAP 得在沒有相應採購單的情況下開立發票並收取款項。客戶不得拒付、減少或抵銷所欠費用。

5.2. Taxes
稅捐

All fees and other charges described in the Agreement are subject to applicable Taxes, which will be charged for in addition to fees under the Agreement.
所有費用及其他費用均需繳納適用稅捐，其係於依本合約應收取之費用外再額外收取。

6. TERM and Termination
期間和終止

6.1. Term of the Agreement
合約期間

The Agreement becomes effective as of the Effective Date specified in the Order Form and shall remain in effect until the end of the term as specified in the Order Form or on completion of the Consulting Services in accordance with the Agreement, unless otherwise terminated earlier by either party in accordance with the Agreement.
本合約自訂購單中所指定生效日期起生效，並應持續有效直至訂購單中所指定的期間結束或依照本合約完成諮詢服務為止，但若任一方當事人依照合約另行提前終止者，不在此限。

6.2. Termination of the Agreement
合約之終止

6.2.1. Either party may terminate the Agreement (excluding agreements for fixed-price Consulting Services, Premium Engagement Services and subscriptions or monthly reoccurring Services), upon 30-days prior written notice to the other party, unless otherwise agreed in a Services Order Form.
任一方當事人得終止合約 (不包括固定價格制諮詢服務、Premium Engagement 服務和訂閱型或每月週期性服務之合約)，其應於 30 天前發出事先書面通知另一方當事人，但若服務訂購單中另行商定者，不在此限。

6.2.2. Section 6.2 of the GTC (Termination for material breach) applies to this Section 6.
GTC 的第 6.2 條 (嚴重違反合約之終止) 適用於本文第 6 條。

6.3. Effect of termination
終止之效力

6.3.1. Upon the effective date of termination of the Agreement, Customer shall be liable for payment of all costs, fees and expenses up to the effective date of termination for:
自本合約效力終止之生效日期起，客戶應負責承擔下列項目之所有成本、費用和支出的款項，直至其終止生效日期為止：

a) any completed, partially completed or scheduled Services;
任何已完成、部分完成或排程的服務；

b) any reasonable committed costs or expenses; and
任何合理承諾的成本或開支；以及

c) any non-refundable travel costs including visa costs and related expenses.
任何不可退款的差旅費用，包括簽證費和相關費用。

6.3.2. Upon the effective date of termination of the Agreement, Section 11.4 of the GTC regarding destruction and return of Confidential Information applies. The obligation to destroy or return Confidential Information shall not apply to Work Products provided by SAP to Customer, unless the Agreement is terminated by SAP in accordance with section 6.2 of the GTC.
自本合約效力終止之生效日期起，適用 GTC 第 11.4 條關於機密資訊的銷毀和歸還之規定。銷毀或歸還機密資訊之義務並不適用於由 SAP 提供給客戶之工作成果，除非合約係由 SAP 依照 GTC 第 6.2 條規定終止。

6.4. Survival
存續效力

Sections 1, 5, 6. 7, 8, 10 and 11 of this Supplement survive the expiry or termination of the Agreement
本合約到期或終止後，本補充條款第 1 條、第 5 條、第 6 條第 7 條、第 8 條、第 10 條和第 11 條仍繼續有效。

7. usage RIGHTS and restrictions
使用權利與限制

7.1. Any Services, Deliverables and Work Products provided by SAP to Customer prior to the execution of an applicable Order Form or a Change Request are the sole property and Confidential Information of SAP

and shall be governed by the terms of the Agreement. If no Order Form is completed, all Services, Work Products and Deliverables must be returned or deleted and must not be used.
在簽署適用訂購單或變更請求之前，由 SAP 提供給客戶的任何服務、交付項目和工作產品完全屬於 SAP，且為 SAP 的機密資訊，應受本合約條款約束。若未填寫訂購單，則所有服務、工作成果和交付項目必須予以歸還或刪除，不得加以使用。

7.2. Provided all amounts due under an Order Form are paid in full in accordance with the terms of the Agreement, Customer will be granted a non-exclusive, non-transferable license to use any Deliverables and Work Products provided to it by SAP under a relevant Order Form under the Agreement in order to run Customer's and its Affiliates' internal business operations. This license will be granted to the same extent and term as the License Agreement. The foregoing will be subject to Customer's compliance with the terms of the License Agreement and this Agreement.
若依訂購單的所有應付款項根據合約條款全部付清，將授予客戶非專屬、不可轉讓的使用權，得以使用由 SAP 依合約根據相關訂購單所提供的任何交付項目和工作成果來執行客戶及其關係企業的內部業務營運。本使用權的授予範圍和期間將與授權合約的規定相同。上述內容將以客戶遵循授權合約和本合約的條款為前提。

7.3. Customer may allow its third party service providers to access the Deliverables, Work Product and Services of SAP solely for purposes of supporting the Customer or its Affiliates and provided that such third party service provider is obligated under substantially similar written terms to protect SAP Confidential Information. Customer shall be responsible for breaches of the Agreement caused by its third party service providers. Customer must immediately notify SAP in writing if any third party gains unauthorized access to SAP proprietary materials or Confidential Information. Customer shall take all reasonable steps to stop such unauthorized access.
客戶僅得基於支援客戶或其關係企業的目的而允許其合作夥伴服務供應商存取 SAP 的交付項目、工作產品和服務，且前提是此類合作夥伴服務供應商有義務根據實質相似的書面條款保護 SAP 機密資訊。客戶對其合作夥伴服務供應商所造成的違反合約情事應全權負責。若任何第三方未經授權存取 SAP 專有資料或機密資訊，客戶必須立即以書面通知 SAP。客戶應採取一切合理步驟制止此等未經授權的存取。

8. Feedback
回饋意見

Customer may at its sole discretion and option provide SAP with Feedback. In such instance, SAP, SAP SE and its Affiliates may in its sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.
客戶得自行決定並選擇向 SAP 提供回饋意見。在這種情況下，SAP、SAP SE 及其關係企業得自行決定保留並自由使用、合併或以其他方式利用此等回饋意見，而無須受回饋意見來源的限制、補償或歸屬。

9. CONSULTING SERVICES WARRANTY
諮詢服務擔保

9.1. Good industry practices
業界實務典範

9.1.1. SAP warrants that:
SAP 保證：

a) its Consulting Services will be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Services; and
其諮詢服務將由顧問以專業方式進行，且顧問必須具備服務合理要求的技能；以及

b) for 90 days following provision of the Service, the Deliverables will materially conform with the applicable specifications for that Deliverable. For clarity, the warranty period for Deliverables (if any) resulting from any subscription based Services will in no event exceed the termination date of the subscription based Services.
在提供服務後 90 天內，交付項目將實質符合該交付項目的適用規格。為免除疑義，因訂閱型服務所衍生之交付項目之保固期 (如有) 在任何情況下均不超過訂閱型服務的終止日期。

9.1.2. SAP does not warrant error-free or uninterrupted operation of any Service or Deliverable or that SAP will correct all non-conformities.
SAP 不保證任何服務或交付項目無錯誤或不中斷運作，亦不保證 SAP 將改正所有不合規項目。

9.2. Notification
通知

Customer shall notify SAP within 90 days of provision of the Service or Deliverable in writing of the alleged warranty breach and provide SAP with a precise description of the problem and all relevant information reasonably necessary for SAP in order to rectify such warranty breach.
客戶應於服務或交付項目提供後的 90 天內，以書面通知 SAP 所聲稱的擔保違反情事，並應對 SAP 提供問題的準確描述，以及使 SAP 能糾正此類擔保違反情事的所有合理必要相關資訊。

9.3. Remedy
補救措施

Provided Customer has notified SAP in accordance with Section 9.2 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option:
若客戶已依照第 9.2 條之規定，將擔保違反情事通知 SAP，且 SAP 驗證此等擔保違反情事之存在情況，則 SAP 將自行選擇：

a) re-perform the applicable Services;
重新履行適用的服務；

b) correct the Deliverable; or
修正交付項目；或

c) refund the fee paid or reallocate quota for the specific non-conforming Service or Deliverable.
退還已支付的費用或重新分配特定不符規定的服務或交付項目的配額。

This is Customer's sole and exclusive remedy for a warranty breach.
這是就擔保違反情事給予客戶的唯一且專屬的救濟。

9.4. Exclusions
除外狀況

This warranty shall not apply if:
本擔保應不適用於下列情況：

a) the Deliverables are not used in accordance with any applicable documentation provided;
未依照所提供之任何相關文件使用交付項目；

b) the alleged warranty breach is caused by a modification to the Deliverable by a party other than SAP, by Customer or by third party software; or
因修改交付項目或非 SAP 之任何一方當事人、客戶或第三方軟體而引起之聲稱的保固瑕疵；或

c) the Deliverable was provided for no fee.
免費提供之交付項目。

9.5. Disclaimer
免責聲明

Except as expressly provided in the Agreement, neither SAP or its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any Work Products or Services provided under the Agreement, or that the operation of any products or Services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining the Services.
除本合約明確規定外，SAP 和分包商概不會就任何事宜提供任何明示、暗示、法定或其他方式的聲明或擔保，包括但不限於適售性、合適性、獨創性、特定用途或目的之適用性、不侵權或在使用或整合依本合約提供之工作產品或服務時所產生的結果，或任何產品或服務的作業安全可靠、不會中斷或不發生任何錯誤。客戶同意，其取得服務並非基於未來交付之功能，亦非基於 SAP 公開發表之意見或廣告或產品藍圖。

10. THIRD PARTY CLAIMS
第三方索賠

10.1. Claims brought against Customer
對客戶提出之索賠

10.1.1. SAP will defend Customer against claims brought against Customer and its Affiliates by any third-party alleging that Customer's and its Affiliates' use of the Deliverables infringes or misappropriates a patent claim, copyright or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.
SAP 應為客戶抗辯，使之免受任何第三方主張客戶及其關係企業使用交付項目時，侵犯或濫用其專利權、著作權或商業機密權，而針對客戶及其關係企業提出的索賠。SAP 將賠償客戶有關上開索賠請求最終獲判賠償損害之金額 (或 SAP 達成之任何和解金額)。

10.1.2. SAP's obligations under Section 10.1.1 will not apply if theclaim results from:
若因下列原因致使產生索賠，SAP 依第 10.1.1 條應盡之義務將不適用：

a) use of the Deliverables in conjunction with any other software, services or product not provided by SAP;
與任何其他 SAP 並未提供之軟體、服務或產品結合使用交付項目；

b) use of the Deliverable provided for no fee;
免費提供使用交付項目；

c) Customer's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Customer's failure to provide or delay in providing such notice;
客戶未能及時以書面形式將任何此等索賠通知 SAP (若 SAP 因客戶未能或延遲提供此類通知而受到損害)；

d) modification of the Deliverable by Customer or by a third party on behalf of Customer;
由客戶或第三方代表客戶對交付項目所做的修改；

e) anything that Customer provides to SAP including configurations, instructions or specifications in relation to Services; or
客戶向 SAP 提供的任何內容，包括與服務相關的組態、說明或規格；或者

f) any use of the Services not permitted under the Agreement.
任何服務之使用並非合約所允許。

10.2. If a third party makes a claim or in SAP's reasonable opinion is likely to make such claim, SAP may, at its sole option and expense:
若第三方提出索賠或依 SAP 合理意見可能提出此等索賠，SAP 得依其選擇並自行承擔費用：

a) procure for Customer the right to continue using the Deliverable under the terms of the Agreement; or
為客戶取得繼續依合約條款使用交付項目之權利；或

b) replace or modify the Deliverable to be non-infringing without material decrease in functionality.
取代或修改交付項目成為非侵權但功能未顯著減少的項目。

10.3. If these options are not reasonably available, SAP or Customer may terminate the Agreement relating to the affected Deliverable upon written notice to the other.
如上述選項皆非合理可行，SAP 或客戶得以書面通知另一方當事人，終止與對該受影響交付項目相關的合約。

10.4. SAP expressly reserves the right to cease such defense of any claim(s) in the event the applicable Deliverable is no longer alleged to infringe or misappropriate the third party's rights.
若不再對適用的交付項目主張侵犯或濫用第三方權利，SAP 明示保留中止對任何索賠之抗辯事宜之權利。

10.5. Claims Brought Against SAP
對 SAP 提出之索賠

10.5.1. Customer will defend SAP and its Affiliates against claims brought against SAP by any third party arising from or related to an allegation that the Customer Data or anything Customer has provided to SAP including access to third party software or proprietary information violates, infringes or misappropriates

the rights of a third party. Customer will indemnify SAP and its Affiliates against all damages finally awarded against SAP and/or its Affiliates (or the amount of any settlement Customer enters into) with respect to these claims.
客戶應為 SAP 及其關係企業辯護，使其免於受任何第三方出於下列原因或涉及下列原因提出之索賠：主張客戶資料或客戶提供給 SAP 的任何內容，包括對第三方軟體或專屬資訊之存取，違反、侵犯或濫用第三方的權利。就上述索賠，若 SAP 及/或其關係企業最終承擔損害賠償金 (或客戶達成任何和解金額)，客戶應使 SAP 及其關係企業免責。

10.5.2. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its Authorized Users or by the conduct of a third party using Customer's access credentials.
不論此類損害是否由客戶及/或其授權使用者或使用客戶存取憑證之第三人之行為所致，均應適用上述規定。

10.6. Section 8.3 (Third Party Claim Procedure) and section 8.4 (Exclusive remedy) of the GTC apply to this section 10.
GTC 的第 8.3 條 (第三方索賠程序) 和第 8.4 條 (專屬的補救措施) 適用於本文第 10 條。

11. LIMITATION OF LIABILITY
責任限制

11.1. No Cap on Liability
無責任上限

Neither party's liability is capped for damages resulting from:
任一方當事人對以下原因造成的損害均無責任上限：

a) death or bodily injury arising from either party's gross negligence or willful misconduct; and/or
因任一方當事人重大過失或故意不當行為導致人身傷亡；和/或

b) any failure by Customer to pay any fees due under the Agreement.
客戶未依本合約支付任何應付費用。

11.2. Except as set forth in Section 11.1, the maximum aggregate liability of Customer (and its Affiliates) and of SAP and its Affiliates, licensors or subcontractors) arising under or in connection with the Agreement to the other or any other person or entity shall not exceed
除第 11.1 條之規定外，客戶 (及其關係企業) 和 SAP (及其關係企業、授權人或分包商) 對他方或任何其他人員或實體關於合約之總責任上限不應超過

a) for Services (other than SAP Premium Engagement Services or subscription based Services), for all events (or series of connected events), the fees paid for the applicable Consulting Services associated with the damages, or
若為服務 (除 SAP Premium Engagement 服務或訂閱型服務) 和所有事件 (或一系列相關事件)，則責任上限不應超過針對與損害相關的適用諮詢服務支付的費用，或

b) for SAP Premium Engagement Services or subscription based Services, for all events (or series of connected events) arising in any 12 month period, the annual fees paid for SAP Premium Engagement Services or subscription based Services associated with the damages arising in that 12 month period. Any "12 month period" commences on the start date of the SAP Premium Engagement Services or subscription based Services or any of its yearly anniversaries.
若為 SAP Premium Engagement 服務或訂閱型服務和任 12 個月期間發生的所有事件 (或一系列相關事件)，則責任上限不應超過針對該 12 個月期間發生的損害相關 SAP Premium Engagement 服務或訂閱型服務支付的年度費用。任何「12 個月期間」自 SAP Premium Engagement 服務或訂閱型服務起始日或其任一年之周年日起算。

11.3. Exclusions to damages
排除損害

In no case will:
任何情況下：

a) either party (or its respective Affiliates or SAP's subcontractors or licensors) be liable to the other party for any special, incidental, consequential or indirect damages, loss of goodwill or business

profits, work stoppage or for exemplary or punitive damages; and
任一方當事人 (或其各自的關係企業或 SAP 分包商或授權人) 對他方當事人之任何特殊、附隨、衍生或間接性之損害、商譽或業務利潤之損失、停工損失，或懲戒性或懲罰性之損害賠償，均無須負責；且

b) SAP be liable for any damages caused by any Services provided for no fee.
SAP 針對免費取得服務所生之任何損害賠償，概不負責。