

SAP CONSULTING SERVICES SUPPLEMENTAL TERMS AND CONDITIONS (“SUPPLEMENT”)

SAP 諮詢服務補充條款與條件（「補充條款」）

SAP and Customer have agreed that SAP delivers to Customer certain Consulting Services. These supplemental terms and conditions (the “**Supplement**”) and any modifications to the Agreement made herein apply solely to Consulting Services and not to any other SAP product or service or the Cloud Service itself. In case of conflict the terms of the Scope Document shall prevail over any Service Description and the provisions of this Supplement.

SAP 與客戶同意 SAP 提供客戶特定諮詢服務。相關補充條款與條件（以下簡稱「**補充條款**」）及此處對於合約實施的任何修改僅適用於諮詢服務，而不適用於任何其他 SAP 產品或服務，或雲端服務本身。如內容有所衝突，則服務範圍文件優先適用於任何服務說明及此補充條款之附加條款。

1. DEFINITIONS

名詞定義

1.1 “Consultant” means any employee or third party contractor which SAP utilizes to provide Consulting Services to Customer.

「顧問」係指 SAP 用於向被授權人提供服務的員工或第三方承包商。

1.2 “Deliverables” means those specific work products or tangible results which are explicitly identified as “Deliverable” under the applicable Order Form.

「交付項目」係指相關訂購單中明確定義為「交付項目」之特定工作成果或有形的結果。

1.3 “Scope Document” means the document that is provided with and becomes part of the applicable Order Form which further defines the scope of Consulting Services to be provided and other engagement specifics.

「服務範圍文件」係指進一步定義欲提供諮詢服務範圍及其他具體細節之文件，屬於相關訂購單之一部分。

1.4 “Service Description” means pre-defined descriptions of services found at <http://www.sap.com/corporate-en/about/resources/service-descriptions/index.html> in effect as of the Order Form Effective Date.

「服務說明」係指預先定義的服務描述，請參閱 <http://www.sap.com/corporate-en/about/resources/service-descriptions/index.html>，並自訂購單生效日起生效。

2. TERM AND TERMINATION

期限和終止

2.1 Term. Each Consulting Service shall be effective as of the Effective Date set forth in that Order Form, and shall remain in effect until end of term or completion of the Consulting Services or terminated earlier by either party in accordance with the applicable GTC.

期間。每一項諮詢服務應從該訂購單中規定的生效日起開始生效，且在諮詢服務完成之前或任一方依據相關 GTC 終止之前將持續有效。

2.2 Termination for Convenience. Consulting Services (excluding fixed-price Consulting Services) may be terminated by either party upon thirty (30) days’ prior written notice.

任意終止。諮詢服務（不包括固定價格諮詢服務）得由任一方於（30）天前以書面通知終止。

2.3 Effect of Termination. Customer shall be liable for all payments to SAP, including all fees and expenses up to the effective date of termination. All Confidential Information (excluding Consulting Services Deliverables) of the other party shall upon request of the other party be returned to the Disclosing Party or destroyed with certification of such destruction from an authorized individual.

終止之效力。客戶應承擔應付予 SAP 的所有款項，包括所有費用和支出，包括直至終止日時所產生的開支。所有機密資訊（包括諮詢服務交付項目）應於另一方要求時歸還給揭露方或銷毀，並由經授權之個人提出銷毀證明。

3. CONSULTING SERVICES WARRANTY

諮詢服務保固

3.1 General. SAP warrants that it will perform any Consulting Services in a professional workmanlike manner using resources with the skills reasonably required to perform such services.

一般事項。SAP 保證會使用執行諮詢服務合理所需之資源與技術，以熟練且專業之方式執行諮詢服務。

3.2 Conformance. SAP warrants that for ninety (90) days following provision of the Consulting Services the Deliverables will materially conform with the specifications for that Deliverable in accordance with the respective Service Description or Scope Document provided that the warranty period for Deliverables (if any) resulting from any subscription based Consulting or Cloud Services will in no event exceed the termination date of the subscription based Consulting or Cloud Services.

符合規定。根據個別服務說明或服務範圍說明，SAP 保證在諮詢服務提供之後的（90）天內，交付項目具體符合該交付項目

之規格，前提是訂閱型諮詢或雲端服務之交付項目（如有）之保固期在任何情況下均不超過訂閱型諮詢或雲端服務之終止日期。

3.3 Exclusion. SAP does not warrant error-free or uninterrupted operation of any Consulting Services or Deliverable or that SAP will correct all non-conformities.

例外狀況。 SAP 不保證任何諮詢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。

3.4 Claims. Customer shall notify SAP within ninety (90) days of provision of the Consulting Services 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. Provided Customer has notified SAP in accordance with this Section of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option re-perform the applicable Consulting Services or Deliverable, or refund the fee paid or reallocate quota for the specific non-conforming Consulting Service or Deliverable. This is Customer's sole and exclusive remedy for a warranty breach.

索賠。 客戶應於諮詢服務條款或交付項目條款所規定的九十 (90) 天內以書面通知 SAP 所聲稱的保固瑕疵，並應對 SAP 提供問題的準確描述，以及使 SAP 能糾正此類保固的所有合理必要相關資訊。如客戶已根據本條文通知 SAP 保固瑕疵，且 SAP 確認這類保固瑕疵之存在，SAP 將自行重新執行相關諮詢服務或交付項目，或是針對特定不符規定之諮詢服務或交付項目退回您已支付之費用或重新分配費用比例。這是就違反保固給予客戶的唯一、專屬的補救措施。

4. ACCEPTANCE

驗收

4.1 Acceptance of a Deliverable. In an Order Form, where there are Deliverables, the parties may agree in such Order Form that such specific Deliverables can be subject to acceptance procedures.

交付項目驗收。訂購單中若記載交付項目，雙方得於該訂購單內約定該特定交付項目應接受驗收程序。

4.2 Acceptance. If there is an Order Form with Deliverables and the Order Form expressly states that such Deliverables are subject to acceptance procedures, the following language applies, unless otherwise agreed upon in an Order Form:

驗收。 若訂購單明確記載其交付項目應接受驗收程序，除訂購單另有規定外，應適用下列條款：

Deliverable Acceptance Procedure. Upon delivery by SAP of a completed Deliverable, Licensee shall have 10 calendar days to accept or reject ("Acceptance Period") the Deliverable, due to a material defect using reasonable discretion, based on the acceptance criteria set forth in the Order Form for that Deliverable. A "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. If the relevant Deliverable passes the agreed acceptance criteria set forth in the Order Form, Licensee shall accept the Deliverable. Acceptance will not be unreasonably withheld by Licensee. If Licensee notifies SAP that it has rejected the Deliverable due to a material defect, Licensee shall provide written notice, within such 10 day period, specifying the basis of the defect. SAP shall have a reasonable period to cure and redeliver the Deliverable for an additional Acceptance Period. If Licensee fails to reject any Deliverable within the Acceptance Period, in a written document specifying the defect, Licensee shall be deemed to have accepted such Deliverable as of the 10th day of the Acceptance Period. Upon acceptance of a Deliverable, all Services associated with such Deliverable shall be deemed accepted and SAP shall have no further obligation with respect to an accepted Deliverable. A Deliverable shall not be made available for Licensee's productive use, unless it has been accepted by Licensee (either expressly or by passage of time). Where acceptance criteria is not specified in the Order Form for a Deliverable, such Deliverable will be deemed complete and accepted by Licensee the day after SAP performs it or delivers it.

交付項目驗收程序。SAP 一旦交付完整交付項目，被授權人有 10 個曆日（「驗收期」）依據交付項目訂購單所記載的驗收標準，決定接受交付項目，或根據合理判斷有重大瑕疵而拒絕交付項目。「重大瑕疵」係指交付項目未能實質符合訂購單中規定的交付項目驗收標準。如果有關交付項目通過訂購單規定之約定驗收標準，被授權人將接受交付項目。被授權人不得無理截留交付項目不通過驗收。若被授權人通知 SAP 由於重大瑕疵已拒絕交付項目，則被授權人應於十天期間內提供書面聲明，並指出瑕疵根據。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。若被授權人未在驗收期內拒絕任何交付項目並以書面文件指出缺陷，則視為被授權人在 10 天驗收期過後接受該交付項目。被授權人接受交付項目，即應視為接受與該交付項目關聯之所有服務，且 SAP 不再承擔已接受交付項目相關之進一步義務。除非交付項目通過被授權人的驗收（明確表示通過或逾時通過），否則不得用於被授權人的正式作業。如交付項目訂購單中未指定驗收標準，該交付項目將於 SAP 執行或交付該項目之後一天，視為已完成並通過被授權人的驗收。

5. CHANGE REQUEST PROCEDURE

變更請求程序

Either party can request changes to the Consulting Services in accordance with the form attached to the Order Form or included in the applicable Service Description ("**Change Request**"). SAP is not required to perform under a Change Request until agreed to and signed by the parties.

當事人雙方均可依據附於訂購單或包括在相關服務說明（「**變更請求表**」）之變更請求表要求變更諮詢服務。SAP 在雙方同意並簽字之前無需執行變更請求。

6. PROVISION OF SERVICES

服務條款

6.1 Personnel. The selection, assignment or replacement of Consultants is at SAP's sole discretion and SAP reserves the right to replace any Consultant at any time at its sole discretion with resource Consultant with equivalent skills.

人員。為交付服務所指派或部署之顧問的甄選、指派或替換由 SAP 自行決定，SAP 保留在自行裁量的基礎上隨時以具有同等技能之資源顧問替代任何顧問的權利。

6.2 Replacement. If at any time Customer or SAP is dissatisfied with the material performance of an assigned Consultant or a Customer project team member, 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).

人員替換。如果任何時間客戶或 SAP 對於一名指定的顧問或客戶的項目團隊成員不滿意，不滿的一方應及時以書面形式向另一方報告這種不滿，並可以要求換人。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）。

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

估計。本諮詢服務履行時間皆為預估日期，時間非本合約要件。

6.4 Delays. 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 agreed to be spent by SAP resources on such Consulting Service will be charged to Customer.

延遲。如果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 SAP 資源為此類服務所花時間應由客戶付帳。

6.5 Rights. Customer ensures to have all necessary license rights including third party license rights required for the Consulting Services.

權利。客戶應確保其具有一切必要的授權，包括諮詢服務要求之第三方授權。

7. THIRD PARTY CLAIMS

第三方索賠

7.1 Claims Brought Against Customer. SAP shall defend (at its sole expense) Customer against claims brought against Customer by any third party alleging that Customer's use of the Deliverables, in accordance with the terms and conditions of the Agreement, constitutes an infringement or misappropriation of a patent claim(s), copyright, or trade secret rights. SAP will indemnify Customer from all damages finally awarded against Customer by a court of competent jurisdiction (or the amount of any settlement SAP enters into) with respect to such claims. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from

對客戶提出之索賠。SAP 應保護（費用自理）被授權人，使之免受任何第三方依據合約條款與條件主張客戶使用交付項目時，侵犯或濫用其專利權、著作權或商業機密權，而針對客戶提出之索賠。SAP 會就此索賠向客戶賠償之最終承擔的所有損害賠償金（或 SAP 達成的任何和解金額）。若宣稱之侵權或濫用是由於下列任一情事所引起，則 SAP 之上述義務，並無適用：

(a) use of the Deliverables in conjunction with any other software, services, or any product, data or apparatus that SAP did not provide, or

與任何其他 SAP 並未提供之軟體、服務或任何其他產品、資料或裝置結合使用交付項目；或

(b) anything Customer provides including configurations, instructions or specifications, or

客戶所提供之任何內容，包括組態、說明或規格；或

(c) a modification of the Deliverable by Customer or by a third party on behalf of Customer, or

由客戶或第三方代表被授權人對交付項目所做的修改，或

(d) any use not permitted by the Agreement.

本合約所不允許的任何使用方式。

7.2 Remedies. In the event a claim under Section 7.1 is made or in SAP's reasonable opinion is likely to be made, SAP may, at its sole option and expense

救濟方式。若依第 7.1 條提出索賠，或依 SAP 合理意見可能提出索賠，則 SAP 得依其選擇並自行承擔費用

(a) procure for Customer the right to continue using the applicable Deliverable under the terms of the Agreement, or

為客戶取得繼續依合約條款使用相關交付項目之權利；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服務。

(c) If SAP provides written notice to Customer that the foregoing options are not reasonably available, Customer shall be entitled to a refund for the infringing portion of the Deliverable subject to return or cessation of use of the refunded Deliverable.

若 SAP 向客戶發出書面通知，表示前述選項無法合理提供，則針對歸還或停止使用退款之交付項目，客戶有權取得交付項目受到侵權部分之退款。

7.3 Claims Brought Against SAP. Customer shall defend SAP and its affiliated companies against claims brought against SAP by any third party arising from or related to

對 SAP 提出之索賠。客戶應為 SAP 及其集團公司辯護，使其免於是任何第三方出於下列原因或涉及下列原因提出之索賠

(a) any Customer use of the Services in violation of any applicable law or regulation,

客戶使用服務違反相關法律或法規；

(b) an allegation that the Customer Data, Customer's use of the Services or anything Customer has provided to SAP including access to third party software or proprietary information.

主張客戶資料、客戶對於服務的使用或客戶提供給 SAP 的任何內容，包括對第三方軟體或專屬資訊之存取。

The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its named 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和/或其指定用戶的行為或使用客戶存取憑證的第三方之行為所致，上述規定均應適用。

7.4 Procedure. The obligations under this Section 7 are conditioned on

程序。第 7 條下的義務取決於

(a) the party against whom a third party claim is brought timely notifying the other party in writing of any such claim, provided however that a party's failure to provide or delay in providing such notice shall not relieve a party of its obligations under this Section 7 except to the extent such failure or delay prejudices the defense,

被第三方提出索賠之相關方是否及時以書面形式就任何此類索賠通知另一方，不過還規定，若相關方未提供或延遲提供此類通知，不得免除其於第 7 條下的義務，但此類未提供或延遲提供通知不利於辯護的情況除外；

(b) the party who is obligated hereunder to defend a claim having the right to fully control the defense of such claim, and

有義務依本合約為索賠進行辯護的相關方有權完全控制此類索賠的辯護；以及

(c) the party against whom a third party claim is brought reasonably cooperating in the defense of such claim. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the party against whom the claim is brought, provided however that SAP may settle any claim on a basis requiring SAP to substitute for the Services any alternative substantially equivalent non-infringing Services. The party against whom a third party claim is brought may appear, at its own expense, through counsel reasonably acceptable to the party obligated to defend claims hereunder. Neither party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation, that is prejudicial to the other party's rights.

被第三方提出索賠之相關方在對此類索賠辯護的過程中是否合理地合作。解決此類索賠不應包括財務或特定作為義務或被提出索賠之相關方承認的義務，不過還規定，SAP 可以透過要求 SAP 以任何大致相當的非侵權服務取代本服務來解決索賠。被第三方提出索賠之相關方應在費用自理的情況下透過律師為有義務根據本合約對索賠進行辯護之相關方所合理接受。雙方皆不應在回應任何侵權或濫用或所聲稱的侵權或濫用時採取有損另一方權利的任何行動。

7.5 Exclusive Remedy. The provisions of this Section 7 state the sole, exclusive, and entire liability of the parties, their Affiliates and their licensors to the other party, and is the other party's sole remedy, with respect to third party claims covered hereunder and to the infringement or misappropriation of third-party intellectual property rights.

唯一補償。第 7 條之條款載明雙方、其關係企業或其授權人對於另一方的唯一、專屬和全部責任，且就下列第三方索賠以及侵犯或濫用第三方智慧財產權，為對另一方的唯一補償。

8. LIMITATION OF LIABILITY, LIABILITY CAP FOR CONSULTING SERVICES

諮詢服務之責任限制、責任上限

Consulting Services shall be subject to Section 9 of the GTC, except that the following shall replace and supersede Section 9.2 of the GTC: For any Consulting Services provided under the Agreement, under no circumstances and regardless of the nature of any claim shall the maximum aggregate liability of either party (or their respective Affiliates or SAP's subcontractors) to the other or any other person or entity under or in connection with the Agreement, exceed the total fees paid for the applicable Consulting Service under the relevant Order Form or, in the case of Consulting Services which are subscription based or billed on a monthly or annual basis, the fees paid in the twelve (12) month period preceding the date of the incident giving rise to the liability.

諮詢服務應受本 GTC 第 9 條之規範，除了下列內容應取代本 GTC 第 9.2 條之外：對於依本合約所提供之諮詢服務，在任何情況下，不論任何索賠的性質為何，任一方對於另一方或任何其他人員或實體關於本合約之責任上限（或其各自關係企業或 SAP 的轉包商），超出依據相關訂購單相關諮詢服務所支付之費用，若為訂閱型或者按月或按年付款之諮詢服務，則為於衍生責任之事件發生之前十二 (12) 個月所支付之費用。

9. FEEDBACK

回饋

Customer may be invited to participate in certain evaluations, presentations, meetings, surveys or discussions (collectively, "**Discussions**") for the purpose of informing Customer of SAP's business and technology direction, and to allow Customer, at its sole discretion, to provide SAP, SAP Affiliates or SAP SE with input, comments or suggestions from Customer, regarding SAP's business and technology direction and/or the possible creation, modification, correction, improvement or enhancement of the software, products and/or services of SAP, (collectively "**Feedback**"). Customer grants to SAP SE a non-exclusive, perpetual, irrevocable, worldwide, non-transferable (except to SAP Affiliates), royalty-free license, with the right to sublicense through multiple tiers, under applicable laws to use, publish, modify, and otherwise benefit from Feedback in any manner and via any media. Content of Discussions may include areas outside the scope of Consulting Services and may relate to any SAP software, products, solutions and/or services. Confidential Information disclosed or made available by SAP, or Customer during Discussions may only be used for the purpose of the Discussions and shall be protected from unauthorized use and disclosure in accordance with the GTC. Customer acknowledges that the information related to software, products, services, business or technology plans of SAP, disclosed during the Discussions, is only intended as possible strategies, developments, and functionalities and is not intended to bind SAP to any particular course of business, product strategy, and/or development.

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