DATA PROCESSING AGREEMENT FOR CLOUD SERVICES
雲端服務資料處理合約

1. DEFINITIONS
名詞定義

1.1. "**Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.
「**控管者**」係指單獨或與他人共同決定個人資料處理目的和手段的自然人或法人、政府機關、機構或其他法律主體；針對本 DPA 而言，倘客戶作為另一控管者的處理者，則 SAP 應將其視為額外且獨立的控管者，具有本 DPA 規定控管者之個別權利和義務。

1.2. "**Data Protection Law**" means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.
「**資料保護法**」係指本合約處理個人資料相關保護個人基本權利和自由，以及隱私權所適用之法律。

1.3. "**Data Subject**" means an identified or identifiable natural person as defined by Data Protection Law.
「**資料當事人**」係指資料保護法所定義經識別或足資識別之自然人。

1.4. "**EEA**" means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.
「**EEA**」係指歐洲經濟區，亦即歐盟會員國及冰島、列支敦士登和挪威。

1.5. "**GDPR**" means the General Data Protection Regulation 2016/679.
「**GDPR**」係指第 2016/679 號歐盟通用資料保護規則。

1.6. "**My Trust Center**" means information available on the SAP support portal (see: https://support.sap.com/en/my-support/trust-center.html) or the SAP agreements website (see: https://www.sap.com/about/trust-center/agreements.html) or any subsequent website(s) made available by SAP to Customer.
「**我的信任中心**」係指下列網站上提供之資訊：SAP 支援入口網站 (參見：https://support.sap.com/en/my-support/trust-center.html) 或 SAP 合約網站 (參見：https://www.sap.com/about/trust-center/agreements.html) 或後續 SAP 向客戶提供任何的網站。

1.7. "**New SCC Relevant Transfer**" means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the New Standard Contractual Clauses.
「**新 SCC 相關傳輸**」係指依據 GDPR 或適用的資料保護法規定，將個人資料傳輸 (或轉傳) 至第三國，且其可透過簽訂新標準契約條款，符合 GDPR 或適用的資料保護法規定之妥適手段。

1.8. "**New Standard Contractual Clauses**" means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which shall automatically apply. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.
「**新標準契約條款**」係指歐盟執委會發布之標準契約條款原始版 (編號 2021/9914)，或其後續應自動適用之最終版本。為避免疑義，模組 2 和 3 應按第 8 條規定適用。

1.9. "**Personal Data**" means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is:
「**個人資料**」係指任何受資料保護法保護的資料當事人相關資料。 基於本 DPA 之目的，此僅包括下列個人資料：

a) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service; or
客戶或其授權使用者使用雲端服務本身所含之個人資料，或衍生自其使用雲端服務所生之個人資料，或

b) supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).
為依本合約提供支援，向 SAP 或其分處理商提供或供其存取之個人資料。個人資料為客戶資料的其中一部份 (如合約所定義)。

1.10. "**Personal Data Breach**" means a confirmed:
「**個人資料侵害**」係指下列經證實之情事：

a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or
個人資料之意外或非法毀損、遺失、竄改、未經授權揭露，或第三方未經授權存取，或

b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.
涉及個人資料的類似事件，控管者在每一個案均須根據資料保護法之規定，通知適格的資料保護主管機關或資料當事人。

1.11. "**Processor**" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.
「**處理者**」係指代表控管者處理個人資料的自然人或法人、政府機關、機構或其他法律實體，其得直接作為控管者的處理者，或間接作為處理者的分處理商，代表控管者處理個人資料。

1.12. "**Schedule**" means the numbered Appendix with respect to the Standard Contractual Clauses (2010) and the numbered Annex with respect to the New Standard Contractual Clauses.
「**附錄**」係指標準契約條款 (2010) 所附之編號附錄，以及新標準契約條款所附之編號附錄。

1.13. "**Standard Contractual Clauses (2010)**" means the Standard Contractual Clauses (processors) published by the European Commission, reference 2010/87/EU.
「**標準契約條款 (2010)**」係指歐盟執委會發布編號為 2010/87/EU 之標準契約條款 (處理者)。

1.14. "**Subprocessor**" or "**sub-processor**" means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.
「**分處理商**」或「**分包處理商**」係指 SAP 關係企業、SAP SE、SAP SE 關係企業，以及 SAP、SAP SE 或 SAP SE 關係企業委任雲端服務相關事務的第三方，負責根據本 DPA 處理個人資料。

1.15. "**Technical and Organizational Measures**" means the technical and organizational measures for the relevant Cloud Service published on My Trust Center (see: https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Technical%20Organizational%20Measures).
「**技術和組織措施**」係指發佈在「我的信任中心」上之相關雲端服務技術和組織措施（參見：https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Technical%20Organizational%20Measures）。

1.16. "**Third Country**" means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.
「**第三國**」係指下列任何國家、組織或地域：歐盟依據 GDPR 第 45 條規定，不承認其屬於具備妥適資料保護程度之安全國家/地區。

2. **BACKGROUND**
背景

2.1. Purpose and Application
目的和適用性

2.1.1. This document ("**DPA**") is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer.
本文件 (「**DPA**」) 已納入合約，並構成 SAP 與客戶間的書面 (包括電子形式) 合約之一部份。

2.1.2.   This DPA applies to Personal Data processed by SAP and its Subprocessors in connection with its provision of the Cloud Service.
本 DPA 適用於 SAP 及其分處理商在提供雲端服務時所處理的個人資料。

2.1.3.   This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by SAP. Customer shall not store Personal Data in such environments.
倘雲端服務非正式運作環境係由 SAP 提供使用，本 DPA 不適用於前開環境。客戶不得在前開環境中儲存個人資料。

2.2.   Structure
架構

Schedules 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects (Schedule 1) and the applicable Technical and Organizational Measures (Schedule 2).
附錄 1 和 2 已納入本 DPA 並構成本 DPA 之一部份。其中列出當事人合意的標的、處理性質和處理目的、個人資料類型、資料當事人類別 (附錄 1)，以及適用的技術和組織措施(附錄 2)。

2.3.   Governance
管理

2.3.1.   SAP acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA.
根據 DPA 規定，SAP 作為處理者，而其允許使用雲端服務的客戶和實體則作為控管者。

2.3.2.   Customer acts as a single point of contact and shall obtain any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service. Customer shall forward such information and notices to the relevant Controllers.
客戶作為單一聯絡人，並應根據本 DPA 取得個人資料處理所需之相關授權、同意和權限，其中包括控管者以 SAP 作為處理者相關之核准。在客戶提供授權、同意、指示或權限時，不僅代表客戶提供，還代表使用雲端服務的其他控管者提供。若 SAP 知會客戶或向客戶發出通知，即視為客戶同意使用雲端服務之控管者已收到前開資訊或通知。客戶應將此類資訊和通知轉發至相關控管者。

3.   SECURITY OF PROCESSING
處理之安全性

3.1.   Applicability of the Technical and Organizational Measures
技術和組織措施之適用性

SAP has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.
SAP 已建置技術和組織措施並將適用之。客戶已審查這類措施，並同意對於客戶在訂購單中選擇的雲端服務，考慮到處理個人資料的最先進技術、建置成本、性質、範圍、內容和目的，這些措施是適當的做法。

3.2.   Changes
更改

3.2.1.   SAP applies the Technical and Organizational Measures to SAP's entire customer base hosted out of the same data center or receiving the same Cloud Service. SAP may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security

level protecting Personal Data.

SAP 將技術和組織措施適用於其整個客戶群，前開客戶群係指託管在同一資料中心，或接收相同雲端服務者。SAP 得於維持同等或更佳安全水準之前提下，隨時變更技術和組織措施，而無須進行通知。只要個別措施與新措施兩者可以獲致相同目的，且不會降低個人資料保護的安全等級，則個別措施可以由新措施所取代。

3.2.2. SAP will publish updated versions of the Technical and Organizational Measures on My Trust Center and where available Customer may subscribe to receive e-mail notification of such updated versions.

SAP 將在「我的信任中心」上發佈技術和組織措施更新後版本，且如可行，客戶得訂閱接收前開更新版本之電子郵件通知。

4. SAP OBLIGATIONS
SAP 義務

4.1. Instructions from Customer
客戶指示

SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (email permitted).

SAP 將僅根據經過記錄的客戶指示處理個人資料。合約 (包括本 DPA) 構成此類經過記錄的初步指示，並且每次使用雲端服務均構成進一步指示。SAP 將採取合理措施以遵守其他客戶指示，唯該指示須符合資料保護法之要求、技術上可行，且不須變更雲端服務。若發生前述例外情況，或 SAP 無法遵守指示，或認為該指示違反資料保護法，則 SAP 將立即通知客戶 (可透過電子郵件通知)。

4.2. Processing on Legal Requirement
基於法規要求之處理

SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

SAP 亦可能根據適用法律之規定來處理個人資料。在此情況下，SAP 應於處理之前告知客戶該法規要求，除非該法律基於重要的公共利益理由而禁止表達該項資訊。

4.3. Personnel
人員

To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

SAP 及其分處理商僅得向承諾保密該等資料的被授權人員授予存取權限，以處理個人資料。SAP 及其分處理商應對可存取個人資料之人員，定期舉行相關之資料安全性與資料隱私措施培訓。

4.4. Cooperation
合作

4.4.1. At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach.

應客戶之請求，凡資料當事人或監管機關就 SAP 處理個人資料或任何個人資料之侵害提出要求，SAP 將合理配合客戶和控管者處理之。

4.4.2. If SAP receives a request from a Data Subject in relation to the Personal Data processing hereunder, SAP will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via

e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

倘 SAP 收到資料當事人依據本合約提出之個人資料處理相關請求，SAP 將透過電子郵件立即通知客戶 (在資料當事人已提供資訊辨識該客戶時)，且不應回覆前開請求，而應請求資料當事人另向客戶提出請求。

4.4.3. In the event of a dispute with a Data Subject as it relates to SAP's processing of Personal Data under this DPA, the Parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject.

倘有與資料當事人因 SAP 依據本 DPA 處理個人資料發生爭議之情況，當事人應知會彼此，且如適當，應基於與資料當事人平和解決爭議之目的，進行合理程度之合作。

4.4.4. SAP shall provide functionality for production systems that supports Customer's ability to correct, delete or anonymize Personal Data from a Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP will correct, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

SAP 應提供支援客戶自雲端服務中改正、移除或匿名化個人資料之正式運作系統功能，或根據資料保護法限制個人資料之處理。若未提供此類功能，SAP 將根據客戶指示和資料保護法，更正、移除或匿名化個人資料，或限制處理個人資料。

4.5. Personal Data Breach Notification
個人資料侵害通知

SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

SAP 將在知悉個人資料侵害情形後不無故耽延的通知客戶，並提供所持有的合理資訊，以協助客戶履行按照資料保護法之要求回報個人資料侵害之義務。SAP 得按可獲得資訊的時機分階段提供之。此類通知不應理解或解釋為 SAP 承認過失或法律責任。

4.6. Data Protection Impact Assessment
資料保護影響評估

If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.

若根據資料保護法規定，客戶 (或其控管者) 必須執行資料保護影響評估或事先諮詢監管機關，SAP 將按客戶要求，提供一般可用於雲端服務的文件 (例如，本 DPA、合約、稽核報告或認證)。任何額外協助應由雙方協議。

5. DATA EXPORT AND DELETION
資料匯出與刪除

5.1. Export and Retrieval by Customer
客戶匯出和擷取

During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Personal Data.

在訂閱期間內，客戶可以根據合約隨時存取其個人資料。客戶得以標準格式匯出和擷取其個人資料。匯出和擷取可能受限於技術，在此情況下，SAP 和客戶應找出客戶存取個人資料之合理方式。

5.2. Deletion
刪除

Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs SAP to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed 6 months) unless applicable law requires retention.

在訂閱期間屆滿之前，客戶得使用 SAP 自助匯出工具 (如適用)，自雲端服務執行個人資料最終匯出作業 (此將構成個人資料的之「返還」) 。訂閱期間屆滿時，客戶茲指示 SAP 應依據資料保護法之規定，在合理期間內 (不得超過 6 個月) 刪除託管雲端服務伺服器上的剩餘個人資料，除適用法律規定留存者，不在此限。

6. CERTIFICATIONS AND AUDITS
認證及稽核

6.1. Customer Audit
客戶稽核

Customer or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

客戶或獨立第三方稽核員 (SAP 可合理接受的，不包括 SAP 任何競爭對手，或不具適當資格或獨立性的第三方稽核員)，得稽核與 SAP 個人資料處理相關的控制環境和安全性措施，唯須符合下列條件：

a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or SAP;

SAP 未提出下列充分證據，證明其採行保護雲端服務正式運作系統之技術及組織措施：(i) 符合 ISO 27001 或其他標準之認證 (認證範圍如憑證所定義)；或 (ii) 有效之 ISAE3402 或 ISAE3000 或其他 SOC1-3 鑑定報告。於客戶要求時，可透過第三方稽核員或 SAP 提供稽核報告或 ISO 認證；

b) a Personal Data Breach has occurred;
發生個人資料侵害：

c) an audit is formally requested by Customer's data protection authority; or
由客戶資料保護主管機關正式要求之稽核；或

d) provided under mandatory Data Protection Law conferring Customer a direct audit right and provided that Customer shall only audit once in any 12 month period unless mandatory Data Protection Law requires more frequent audits.

資料保護法強制規定授予客戶直接稽核之權利，客戶在每 12 個月內僅得稽核一次，除資料保護法強制規定要求更頻繁的稽核次數外。

6.2. Other Controller Audit
其他控管者稽核

Any other Controller may assume Customer's rights under Section 6.1 only if it applies directly to the Controller and such audit is permitted and coordinated by Customer. Customer shall use all reasonable means to combine audits of multiple other Controllers to avoid multiple audits.unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

任何其他控管者得依據第 6.1 條規定繼受客戶權利，惟此前提為該條文直接適用於該控管者，且客戶允許並協調此等稽核。 客戶應使用一切合理方式合併多位其他控管者的稽核，以避免重複稽核。除非資料保護法規定

稽核必須由其他控管者執行。如稽核要求是由 SAP 根據合約處理其個人資料的多個控管者提出，則客戶應使用一切合理方式合併稽核次數，以避免重複稽核。

6.3. Scope of Audit
稽核範圍

Customer shall provide at least 60 days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of 3 business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

客戶應於稽核前至少 60 天發出通知，除非資料保護法強制規定或適格的資料保護主管機關要求較短的通知期限。各方當事人應以合理且誠信的方式，共同協議稽核頻率和範圍。客戶的稽核時間最多以 3 個工作日為限。除上述限制之外，各方當事人將利用現有認證或其他稽核報告，以避免或盡可能減少重複稽核。客戶應向 SAP 提供一切稽核結果。

6.4. Cost of Audits
稽核費用

Customer shall bear the costs of any audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

客戶應承擔所有稽核費用，除非此類稽核揭露 SAP 對本 DPA 有重大違反情事，則 SAP 應自行承擔稽核費用。若稽核判定 SAP 違反本 DPA 所規定之義務，SAP 應立即自費予以補正。

7. SUBPROCESSORS
分處理商

7.1. Permitted Use
許可使用

SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:
SAP 具有將個人資料處理分包至分處理商之一般授權，唯須符合下述情況：

a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;
SAP 或 SAP SE，應以自己名義，並以書面形式 (包括電子形式) 與分處理商訂立合約，合約應符合本 DPA 有關分處理商處理個人資料之條款。SAP 應依據合約條款對分處理商違反之行為負責；

b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and
SAP 將於選任分處理商前評估其安全性、隱私性和機密性措施，以確保其可符合本 DPA 所要求的個人資料保護等級；以及

c) SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP on My Trust Center or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the Cloud Service.
SAP 在「我的信任中心」上發佈本合約生效日已備妥之分處理商清單，或根據客戶請求向其提供清單，其中包括 SAP 用於提供雲端服務的各分處理商名稱、地址和角色。

7.2. New Subprocessors
新分處理商

SAP's use of Subprocessors is at its discretion, provided that:
SAP 得自行決定對分包處理商之任用，唯須符合下列規定：

a) SAP will inform Customer in advance (by email or by posting on the My Trust Center) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and
若分處理商清單有任何計劃新增或替換之情形，SAP 將事先通知客戶 (以電子郵件或刊登在「我的信任中心」上)，其內容包含新分處理商之名稱、地址和角色；以及

b) Customer may object to such changes as set out in Section 7.3.
依第 7.3 條所述，客戶可對此類變更表示反對。

7.3. Objections to New Subprocessors
對新分處理商之異議。

7.3.1. If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to SAP. Such termination shall take effect at the time determined by the Customer which shall be no later than 30 days from the date of SAP's notice to Customer informing Customer of the new Subprocessor. If Customer does not terminate within this 30 day period, Customer is deemed to have accepted the new Subprocessor.
若客戶以資料保護法中的合理理由反對由新分處理商處理個人資料，則可以書面通知 SAP 終止本合約 (僅限於擬使用新分處理商的雲端服務)。前開終止應於客戶指定之時間生效，最遲不得晚於客戶收到 SAP 新分處理商通知之日起三十日內。若客戶未於三十日內提出終止要求，則視為客戶接受新分包處理商。

7.3.2. Within the 30 day period from the date of SAP's notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions shall not extend the period for termination and do not affect SAP's right to use the new Subprocessor(s) after the 30 day period.
在 SAP 向客戶通知新分處理商之日起 30 日內，客戶得要求合約當事人本於誠信商討此異議之解決方案。前開商討不得延長終止期限，且不會影響 SAP 於 30 天後聘用新分處理商之權利。

7.3.3. Any termination under this Section 7.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.
根據本 7.3 條規定發生之終止均不歸責於任何一方當事人，並應遵守本合約之條款。

7.4. Emergency Replacement
緊急更換

SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 7.2 applies accordingly.
若發生超出 SAP 合理控制範圍的原因，且基於安全性或其他緊急原因有緊急替換分處理商之必要，則 SAP 得不經預告即替換分處理商。在此情況下，SAP 應於指派替換之分處理商後，盡速將該資訊通知客戶。第 7.2 條適用此情況。

8.   INTERNATIONAL PROCESSING
跨國處理

8.1.   Conditions for International Processing
跨國處理之條件

SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.
在資料保護法許可範圍內，SAP 有權於客戶所在國家以外地區依據本 DPA 處理個人資料，包括使用分處理商。

8.2.   Applicability of the Standard Contractual Clauses (2010)
標準契約條款文件之適用性

8.2.1.   Where, for the period up to and including 26 September 2021, Personal Data of a Controller that is subject to GDPR is processed in a Third Country, or where Personal Data of a Swiss or United Kingdom based Controller or another Controller is processed in a Third Country and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses (2010), then:
截至 2021 年 9 月 26 日 (包括該日) 為止，倘受 GDPR 規範之控管者之個人資料在第三國進行處理；或倘於第三國處理位於瑞士或英國之控管者或另一控管者之個人資料，前開跨國處理須採取管控者所在國法律規定之妥適方式，且該必要妥適方式可透過簽訂標準契約條款 (2010) 履行，則：

a)   SAP and Customer enter into the Standard Contractual Clauses (2010);
SAP 與客戶簽訂標準契約條款 (2010)；

b)   Customer joins the Standard Contractual Clauses (2010) entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations; or
客戶以權力與義務之獨立擁有人加入 SAP 或 SAP SE 與分處理商所簽訂之標準契約條款 (2010)；

c)   other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses (2010) with SAP or the relevant Subprocessors in the same manner as Customer in accordance with Section 8.2.1 a) and b) above. In such case, Customer will enter into the Standard Contractual Clauses (2010) on behalf of the other Controllers.
已獲客戶依本合約授使用雲端服務之其他控管者，亦可按上述第 8.2.1 條 a) 款和 b) 款之相同方式，與 SAP 和/或相關分處理商簽訂標準契約條款 (2010)。在此等情況下，客戶將代表其他控管者簽訂標準契約條款 (2010)。

8.2.2.   The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the relevant Controller is established.
標準契約條款 (2010) 應受相關控管者成立所在國家的法律管轄。

8.2.3.   Where applicable Data Protection Law adopts the New Standard Contractual Clauses as meeting any required adequacy means as an alternative or update to the Standard Contractual Clauses (2010) then the New Standard Contractual Clauses shall apply in accordance with Section 8.3.
倘適用的資料保護法採用新標準契約條款來滿足標準契約條款 (2010) 之替代或升級所需的任何充分措施，則新標準契約條款應依據第 8.3 條規定適用。

8.3.   Applicability of New Standard Contractual Clauses
新標準契約條款之適用性

8.3.1.   The following shall apply with effect from 27 September 2021 and shall solely apply in respect of New SCC Relevant Transfers:
下列應自 2021 年 9 月 27 日適用生效，且應僅適用於新標準契約條款相關傳輸：

8.3.1.1.   Where SAP is not located in a Third Country and acts as a data exporter, SAP (or SAP SE on its behalf) has entered in to the New Standard Contractual Clauses with each Subprocessor as the data importer. Module 3

(Processor to Processor) of the New Standard Contractual Clauses shall apply to such New SCC Relevant Transfers.

在 SAP 非位於第三國，且作為資料匯出者之情況下，SAP (或代表 SAP 之 SAP SE) 已與每位作為該資料匯出者之分處理商簽訂新標準契約條款。針對新標準契約條款之模組 3 (處理者至處理者)，應適用於此等新標準契約條款相關傳輸。

8.3.1.2. Where SAP is located in a Third Country:
在 SAP 位於第三國之情況下：

SAP and Customer hereby enter into the New Standard Contractual Clauses with Customer as the data exporter and SAP as the data importer which shall apply as follows:
SAP 與客戶茲此簽訂新標準契約條款，客戶作為資料匯出者，而 SAP 作為資料匯入者，其應適用下列規定：

a) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and
模組 2 (控管者至處理者) 應適用於客戶為控管者之情形；以及

b) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer acts as Processor under Module 3 (Processor to Processor) of the New Standard Contractual Clauses, SAP acknowledges that Customer acts as Processor under the instructions of its Controller(s).
模組 3 (處理者傳輸至處理者) 應適用於客戶為處理者之情形。倘客戶作為新標準契約條款模組 3 (處理者傳輸至處理者) 之處理者，SAP 肯認客戶為處理者，依據其控管者指示處理數據。

8.3.2. Other Controllers or Processors whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into the New Standard Contractual Clauses with SAP in the same manner as Customer in accordance with Section 8.3.1.2 above. In such case, Customer enters into the New Standard Contractual Clauses on behalf of the other Controllers or Processors.
其他經客戶依據本合約授權使用 SAP 支援或專業服務之控管者或處理者，其亦得以與客戶相同之方式，依據上開第 8.3.1.2 條規定，與 SAP 簽訂新標準契約條款。在此情況下，客戶將代表其他控管者或處理者簽訂新標準契約條款。

8.3.3. With respect to a New SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the New Standard Contractual Clauses entered into between Customer and SAP (including the relevant Schedules), available to Data Subjects.
有關新 SCC 相關傳輸，基於資料當事人向客戶所為之請求，客戶得將客戶與 SAP 間簽訂之新標準契約條款模組 2 或 3 (包括相關附錄) 副本提供予資料當事人。

8.3.4. The governing law of the New Standard Contractual Clauses shall be the law of Germany.
新標準契約條款之準據法為德國法。

8.4. Relation of the Standard Contractual Clauses to the Agreement
標準契約條款與協議之關係

Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses (2010) or the New Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the Standard Contractual Clauses (2010) and the New Standard Contractual Clauses.
合約中任何規定均不應解釋為優先於倘標準契約條款 (2010) 或新標準契約條款中的牴觸條款。為避免疑義，倘本 DPA 進一步載明稽核與分處理商規則，此等具體規則亦適用於標準契約條款 (2010) 與新標準契約條款。

8.5. Third Party Beneficiary Right under the New Standard Contractual Clauses
新標準契約條款規範之第三方受益人權利

8.5.1. Where Customer is located in a Third Country and acting as a data importer under Module 2 or Module 3 of the New Standard Contractual Clauses and SAP is acting as Customer's sub-processor under the applicable Module, the respective data exporter shall have the following third party beneficiary right:
倘客戶位於第三國，且作為新標準契約條款模組 2 或模組 3 規定之資料匯入者，而 SAP 作為適用模組所規定之客戶分處理商，則各自資料匯出者應具有下列第三方受益人權利：

8.5.2. In the event that Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected Cloud Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs SAP to erase or return the Personal Data.

在客戶事實上消失、法律上不再存續，或已無清償能力之情形 (無論何種情形，均無依據契約或法律適用而繼受客戶法律義務之繼受實體)，各個資料匯出者應有權在個人資料匯出者處理之資料範圍內，單方終止受影響的雲端服務。在此等情形，各個資料匯出者亦將指示 SAP 清除或歸還該個人資料。

9. DOCUMENTATION; RECORDS OF PROCESSING
文件；處理記錄

9.1. Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

各方當事人均有責任遵守文件要求，特別是根據資料保護法之要求保存處理記錄。各方當事人應合理協助他方符合文件要求，包括以他方所要求的合理方式 (例如使用電子系統) 提供其所需資訊，以使他方得以遵守有關維護處理記錄之義務。

Schedule 1 Description of the Processing
附錄 1 處理之說明

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

附錄 1 適用於說明符合標準契約條款 (2010)、新標準契約條款和適用資料保護法目的所為之個人資料處理。

1. A. LIST OF PARTIES
當事人清單

1.1. Under the Standard Contractual Clauses (2010)
標準契約條款 (2010) 之規定

1.1.1. Data Exporter
資料匯出者

The data exporter under the Standard Contractual Clauses (2010) is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also data exporters.

標準契約條款 (2010) 規範之資料匯出者，係指訂閱雲端服務之客戶，該服務允許授權使用者輸入、修訂、使用、刪除或以其他方式處理個人資料。若客戶允許其他控管者使用雲端服務，此等其他控管者亦為資料匯出者。

1.1.2. Data Importer
資料匯入者

SAP and its Subprocessors that provide and support the Cloud Service are data importers under the Standard Contractual Clauses (2010).

提供並支援雲端服務之 SAP 及其分處理商，乃係依據標準契約條款 (2010) 規範之資料匯入者。

1.2.   Under the New Standard Contractual Clauses
新標準契約條款之規定

1.2.1.   Module 2: Transfer Controller to Processor
模組 2：傳輸控管者至處理者

Where SAP is located in a Third Country, Customer is the Controller and SAP is the Processor, then Customer is the data exporter and SAP is the data importer.
在 SAP 位於第三國，客戶為控管者且 SAP 為處理者之情況下，則以客戶為資料匯出者，SAP 是資料匯入者。

1.2.2.   Module 3: Transfer Processor to Processor
模組 3：傳輸處理者至處理者

Where SAP is located in a Third Country, Customer is a Processor and SAP is a Processor, then Customer is the data exporter and SAP is the data importer.
在 SAP 位於第三國，客戶為處理者且 SAP 為處理者之情況下，則以客戶為資料匯出者，SAP 是資料匯入者。

2.   B. DESCRIPTION OF TRANSFER
傳輸之說明

2.1.   Data Subjects
資料當事人

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service, transmitted to, made available to, accessed or otherwise processed by the data importer.
除資料匯出者另行提供外，經傳輸之個人資料涉及下列資料當事人類別：員工、承包商、業務夥伴，或將個人資料由資料匯出者儲存在雲端服務中、傳輸、提供、存取或以其他方式所處理個人資料之其他個人。

2.2.   Data Categories
資料類別

The transferred Personal Data concerns the following categories of data:
傳輸之個人資料涉及下列類別之資料：

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.
客戶根據所訂閱之雲端服務決定資料類別。客戶得於雲端服務建置期間設定資料欄位，或採取雲端服務另行提供之方式。傳輸之個人資料通常涉及下列類別之資料：姓名、電話號碼、電子郵件地址、地址資料、系統存取/使用/授權資料、公司名稱、契約資料、帳單資料，以及授權使用者訂定雲端服務之任何特定應用資料，且得包括例如銀行帳戶資料、信用卡或簽帳卡資料。

2.3.   Special Data Categories (if agreed)
特殊資料類別 (若經議定)

2.3.1.   The transferred Personal Data may comprise special categories of personal data set out in the Agreement ("**Sensitive Data**"). SAP has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Sensitive Data.

傳輸之個人資料得包括本合約規定之特殊類別個人資料 (「**敏感資料**」)。SAP 已採取附錄 2 所載技術和組織措施，確保以適當安全性水準保護敏感資料。

2.3.2. The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):
倘針對自然人權利和自由，有必要將資料性質、不同可能性及嚴重性的風險納入考量 (若適用)，則傳輸敏感資料可能會觸發下列其他限制或防護措施之適用：

a) training of personnel;
人員培訓；

b) encryption of data in transit and at rest;
傳送與待用資料之加密；

c) system access logging and general data access logging.
系統存取記錄和一般資料存取記錄。

2.3.3. In addition, the Cloud Services provide measures for handling of Sensitive Data as described in the Documentation.
此外，雲端服務按符合文件所載提供敏感資料處理措施。

2.4. Purposes of the data transfer and further processing; Nature of the processing
資料傳輸目的及進一步之處理；處理性質

2.4.1. The transferred Personal Data is subject to the following basic processing activities:
傳輸之個人資料受下列基本處理作業所規範：

a) use of Personal Data to set up, operate, monitor and provide the Cloud Service (including operational and technical support);
用於設定、執行、監控及提供雲端服務 (包括營運與技術支援) 之個人資料使用；

b) continuous improvement of service features and functionalities provided as part of the Cloud Service including automation, transaction processing and machine learning;
雲端服務內含服務功能之持續改進，此包括自動化、交易處理與機器學習；

c) provision of embedded Professional Services;
內嵌式專業服務之提供；

d) communication to Authorized Users;
與授權使用者進行溝通；

e) storage of Personal Data in dedicated data centers (multi-tenant architecture);
在專屬資料中心 (多租用戶架構) 中儲存個人資料；

f) release, development and upload of any fixes or upgrades to the Cloud Service;
發行、開發及上傳雲端服務之修復與更新程式；

g) back up and restoration of Personal Data stored in the Cloud Service;
備份與還原儲存於雲端服務中的客戶資料；

h) computer processing of Personal Data, including data transmission, data retrieval, data access;
電腦處理個人資料，包括資料傳輸、資料擷取、資料存取；

i) network access to allow Personal Data transfer;
允許傳輸個人資料的網路存取權；

j) monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database;
監控、疑難排解與管理重要雲端服務基礎架構及資料庫；

k) security monitoring, network-based intrusion detection support, penetration testing; and
安全性監控、網路型入侵偵測支援、滲透測試，以及

l) execution of instructions of Customer in accordance with the Agreement.
依據本合約履行客戶指示。

2.4.2. The purpose of the transfer is to provide and support the Cloud Service. SAP and its Subprocessors may support the Cloud Service data centers remotely. SAP and its Subprocessors provide support when a Customer submits a support ticket as further set out in the Agreement.
傳輸目的在提供並支援雲端服務。SAP 及其分處理商得以遠端方式支援雲端服務資料中心。當客戶依據本合約下列詳細規定提交支援請求單時，SAP 及其分處理商將對其提供支援。

2.5. Additional description in respect of the New Standard Contractual Clauses:
新標準契約條款相關之其他說明

2.5.1. Applicable Modules of the New Standard Contractual Clauses
新標準契約條款之適用模組

 a) Module 2: Transfer Controller to Processor
  模組 2：傳輸控管者至處理者

 b) Module 3: Transfer Processor to Processor
  模組 3：傳輸處理者至處理者

2.5.2. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing
針對向 (分) 處理商進行之傳輸，亦應指明處理標的、性質及期間長短。

In respect of the New Standard Contractual Clauses, transfers to Subprocessors shall be on the same basis as set out in the DPA.
有關新標準契約條款，向分處理商進行之傳輸，應按本 DPA 中所載相同基礎為之。

2.5.3. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).
傳輸頻率 (例如資料是否為一次性或常態性傳輸)。

Transfers shall be made on a continuous basis.
傳輸應以常態性為之。

2.5.4. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.
個人資料之留存期間，或倘無法指明期間，用於決定期間之要件。

Personal Data shall be retained for the duration of the Agreement and subject to Section 5.2 of the DPA.
個人資料應在本合約期間內留存，且應遵守本 DPA 第 5.2 條之規定。

3. **C. COMPETENT SUPERVISORY AUTHORITY**
  適格監管機關

3.1. In respect of the New Standard Contractual Clauses:
有關新標準契約條款：

3.1.1. Module 2: Transfer Controller to Processor
模組 2：傳輸控管者至處理者

3.1.2. Module 3: Transfer Processor to Processor
模組 3：傳輸處理者至處理者

3.2. Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the New Standard Contractual Clauses.
在客戶為資料匯出者之情況下，監管機關係指依據新標準契約條款第 13 條規定，具有監督客戶權限之適格監管機關。

Schedule 2 Technical and Organizational Measures
附錄 2 技術及組織措施

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.
本附錄 2 適用於說明符合標準契約條款 (2010)、新標準契約條款和適用資料保護法目的之相關技術和組織措施。

SAP will apply and maintain the Technical and Organizational Measures.
SAP 將適用並維護技術和組織措施。

To the extent that the provisioning of the Cloud Service comprises New SCC Relevant Transfers, the Technical and Organizational Measures set out in Schedule 2 describe the measures and safeguards which have been taken to fully take into consideration the nature of the personal data and the risks involved. If local laws may affect the compliance with the clauses, this may trigger the application of additional safeguards applied during transmission and to the processing of the personal data in the country of destination (if applicable: encryption of data in transit, encryption of data at rest, anonymization, pseudonymization).
在提供內含新 SCC 相關傳輸之雲端服務範圍內,附錄 2 中規定之技術和組織措施,其在說明已採行之措施和保護,以完整考量個人資料性質及所涉風險。倘當地法律可能影響本條款之遵守,則有可能在傳輸過程及在目的國處理個人資料時,觸發額外保護措施之適用 (若適用:傳輸資料加密、待用資料加密、匿名化、使用假名)。