

## DATA PROCESSING AGREEMENT FOR SAP SERVICES ("DPA")

### SAP 服務資料處理合約 (以下稱「DPA」)

#### 1. DEFINITIONS

##### 名詞定義

- 1.1. **"Audit Reports and Certifications"** mean documents available under: <https://www.sap.com/about/trust-center/certification-compliance/compliance-finder.html> or any subsequent website notified to Customer.  
「稽核報告及認證」係指下列網址所列文件 <https://www.sap.com/about/trust-center/certification-compliance/compliance-finder.html> 或後續通知客戶的任何網站。
- 1.2. **"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution as defined in the Agreement.  
「雲端服務」係指合約所定義以訂閱為基礎，並以隨選方式進行託管、支援及作業之獨特解決方案。
- 1.3. **"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。
- 1.4. **"Data Protection Law"** means the applicable legislation protecting the fundamental rights and freedoms of natural persons and their right to privacy with regard to the processing of Personal Data under the Agreement.  
「資料保護法」係指保護自然人基本權利和自由，以及本合約處理個人資料相關隱私權所適用之法律。
- 1.5. **"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。
- 1.6. **"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。
- 1.7. **"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。
- 1.8. **"List of Subprocessors"** means a compilation of the name, address and role of each Subprocessor SAP uses to provide SAP Services which is in general published under: <https://support.sap.com/en/my-support/trust-center/subprocessors.html> or any subsequent website notified to Customer.  
「分處理商清單」係指 SAP 用以提供 SAP 服務之每一位分處理商的姓名、地址及角色彙編，其通常發佈在下列網址：<https://support.sap.com/en/my-support/trust-center/subprocessors.html> 或後續通知客戶的任何網站。
- 1.9. **"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 提供給客戶的任何網站。
- 1.10. **"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。

- 1.11. **"New Standard Contractual Clauses"** means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof as adopted by SAP. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.3.  
「**新標準契約條款**」係指歐盟執委會發佈之標準契約條款原始版 (編號 2021/9914)，或其後續 SAP 所採用之最終版本。- 為避免疑義，模組 2 和 3 應按第 8.3 條規定適用。
- 1.12. **"Personal Data"** means any information relating to a Data Subject. For the purposes of the DPA, it includes only personal data which is:  
「**個人資料**」係指與資料主體相關的任何資訊。基於本 DPA 之目的，此僅包括下列個人資料：  
a) processed by SAP as part of the Cloud Service; or  
由 SAP 視同雲端服務的一部分而處理者；或  
b) supplied to or accessed by SAP or its Subprocessors in order to provide support under the applicable Agreement or in connection with SAP Services.  
為依適用合約或與 SAP 服務相關而提供支援，向 SAP 或其分處理商提供或供其存取之個人資料。
- 1.13. **"Personal Data Breach"** means cases of 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。
- 1.14. **"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。
- 1.15. **"SAP Support"** means support services as defined in the applicable Agreement.  
「**SAP 支援**」係指適用合約中定義之支援服務。
- 1.16. **"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.  
「**明細表**」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。
- 1.17. **"Services"** means implementation services, consulting services and/or other related services as defined in the Agreement and may also be referred to in the Agreement as **"Consulting Services"** or **"Professional Services"**.  
「**服務**」係指執行服務、諮詢服務及/或合約中定義之其他相關服務，在合約中也可能稱為「**諮詢服務**」或「**專業服務**」。
- 1.18. **"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)**」係指歐盟執委會發佈編號為 2010/87/EU 之標準契約條款 (處理者)。
- 1.19. **"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 SAP Services 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 關係企業委任與 SAP 服務相關的第三方，負責根據本 DPA 處理個人資料。

- 1.20. **"Technical and Organizational Measures"** means the technical and organizational measures for the relevant SAP Service published on the 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 SAP 服務的技術和組織措施（參見：<https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Technical%20Organizational%20Measures>）。

- 1.21. **"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. Application

##### 適用

- 2.1.1. This document ("**DPA**") is incorporated into and forms part of an Agreement between SAP and Customer about SAP Services. For the purpose of this DPA, SAP Services are defined as Cloud Service, Services or SAP Support in the Agreement and are subject to its terms.

本文件（「**DPA**」）已納入並構成 SAP 與客戶間有關 SAP 服務合約之一部份。就本 DPA 而言，SAP 服務經定義為合約中的雲端服務、服務或 SAP 支援，且應受合約條款之規範。

- 2.1.2. This DPA sets forth the terms and conditions related to the processing of Personal Data by SAP and its Subprocessors in connection with delivering SAP Services.

本 DPA 規定 SAP 及與提供 SAP 服務相關之分處理商處理個人資料之條款與條件。

- 2.1.3. This DPA does not apply to non-production environments of the SAP Services made available by SAP. Customer shall not store Personal Data in such environments.

本 DPA 不適用於由 SAP 提供的 SAP 服務之非正式運作環境。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 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 and the applicable technical and organizational measures.

明細表 1 和 2 已納入本 DPA。其中列出當事人合意的處理對象、處理性質和處理目的、個人資料類型、資料當事人類別，以及適用的技術和組織措施。

#### 2.3. Governance

##### 治理

- 2.3.1. SAP acts as a Processor and Customer and those entities that Customer permits to use the SAP Services act as Controllers under the DPA.

SAP 茲為處理者，而客戶允許使用 SAP 服務的客戶和實體，則根據 DPA 之規定茲為控管者。

- 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. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the SAP Services or furnish Personal Data. 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 SAP 服務或提供個人資料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 the appropriateness of such measures before it executes an Agreement that incorporates this DPA.

SAP 已建置技術和組織措施並將適用之。客戶於簽訂包含本 DPA 之合約前，已針對此類措施的適當性進行檢視。

#### **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 SAP Services. SAP will review the Technical and Organizational Measures as necessary and 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 將技術和組織措施應用於整個客戶群，前開客戶群係指託管在同一資料中心，或接收相同 SAP 服務者。SAP 將於必要時檢視技術和組織措施，並得在維持同等或更佳安全性等級的前提下，隨時變更技術和組織措施，而不須另為通知。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. OBLIGATIONS**

#### **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 instructions. SAP will use reasonable efforts to follow any additional reasonable Customer instructions, as long as technically feasible. If SAP will not comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (e-mail permitted).

SAP 將僅根據經過記錄的客戶指示處理個人資料。本合約 (包含本 DPA) 構成該等指示的證明文件。SAP 將採取合理措施以符合客戶任何額外的合理指示，只要前開指示在技術上具有可行性。若 SAP 將不遵守指示行事，或其認為該指示違反資料保護法，SAP 將會立即通知客戶 (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. 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.

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。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。

- 4.4.2. 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。

- 4.4.3. 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通知客戶且不無故耽延，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 SAP Services (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 SAP 服務一般可得的文件（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**

##### **匯出與檢索**

If and to the extent SAP hosts Personal Data in a Cloud Service, during the Subscription Term of such Cloud Service and subject to the Agreement, Customer can access its Personal Data at any time. Customer may use SAP's self-service export tools and retrieve its Personal Data in a structured, commonly used and machine-readable format.

若 SAP 託管雲端服務中的個人資料，針對其託管範圍內的個人資料，客戶得隨時於該雲端服務訂閱期間內，依據合約規定存取之。供應商得使用 SAP 自助匯出工具，並以結構化、常用且機器可讀格式檢索其個人資料。

#### **5.2. Deletion**

##### **刪除**

##### **5.2.1. Before the Subscription Term of the Cloud Service expires, Customer shall perform one final data export which constitutes a final return of Personal Data from the Cloud Service.**

在雲端服務訂閱期間屆滿之前，客戶應執行最終資料匯出作業，其構成雲端服務個人資料的終局返還。

##### **5.2.2. At the end of the Agreement, Customer hereby instructs SAP to delete the Personal Data remaining with SAP (if any) within a reasonable time period in line with Data Protection Law (not to exceed 6 months), unless applicable law requires retention.**

本合約終止時，除非適用法律要求保留，客戶茲指示 SAP 針對殘留之個人資料，根據資料保護法在合理期間內（不超過 6 個月）刪除之。

## **6. CERTIFICATIONS AND AUDITS**

### **認證及稽核**

#### **6.1. SAP Resources**

##### **SAP 人員**

SAP provides Audit Reports and Certifications free of charge, online or upon request. Additional verifications that require SAP resources are limited and subject to the following Sections.

SAP 免費在線上或基於請求提供稽核報告及認證。需要 SAP 人員提供的額外驗證，僅限於下列條文規定者，並應遵守其規範。

#### **6.2. Limitations**

##### **限制**

##### **6.2.1. Customer or its independent third party auditor (reasonably acceptable to SAP excluding any third party auditor who is either a competitor of SAP or not suitably qualified) may be permitted to conduct an audit under Sections 6.3 and 6.4. 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.**

客戶或其獨立第三方稽核員（SAP 可合理接受的第三方稽核員，但不包括其為 SAP 任何競爭對手，或不具適當資格之情形）得允許其依據第 6.3 條和第 6.4 條進行稽核。除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外，客戶應於稽核前至少 60 天發出通知。

##### **6.2.2. The frequency (not to exceed once every 12 months), timeframe and scope of any audit shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited to remote audits where possible. Customer shall provide the results of any audit to SAP. Customer shall bear the costs of any Customer initiated 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.**

各方當事人應以合理且誠信的方式，共同商議稽核頻率 (每 12 個月不得超過一次)、期間和範圍。若遠端稽核可行，客戶稽核應限於遠端稽核。客戶應向 SAP 提供一切稽核結果。所有由客戶發起之稽核，客戶應承擔其費用，除非此類稽核揭露 SAP 有重大違反本 DPA 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。

**6.3. Cloud Services Customer Audit**  
雲端服務客戶稽核

**6.3.1. Customer may audit SAP's control environment and IT security practices relevant to Personal Data processed by SAP, that require SAP resources equivalent to a maximum of 3 business days if:**

客戶得稽核與 SAP 個人資料處理相關的控制環境和 IT 安全性措施，此需要 SAP 人員最多 3 個工作日的配合，倘若：

- a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate), such as a valid SSAE18/ISAE3402 and/or ISAE3000 (e.g. SOC2 or C5) or an equally accepted regional or local certification or attestation; or  
SAP 尚未提出充分證據，證明其已履行技術及組織措施，證明方式為提供符合 ISO 27001 或其他標準之認證 (範圍如認證所定義)，像是有效的 SSAE18/ISAE3402 及/或 ISAE3000 (例如 SOC2 或 C5) 或同等採用的區域或地方認證或鑑定；或
- b) a Personal Data Breach has occurred; or  
發生個人資料侵害；或
- c) an audit is formally requested by Customer's data protection authority or provided under mandatory Data Protection Law.  
稽核請求係由客戶的資料保護主管機關所正式提出，或依據強制資料保護法之規定所為。

**6.4. SAP Support and Services Customer Audit**  
SAP 支援及服務客戶稽核

Customer may audit SAP's service and support delivery centers and IT security practices relevant to Personal Data processed by SAP that require SAP resources equivalent to a maximum of 1 business day if:

客戶得稽核與 SAP 個人資料處理相關的 SAP 之服務和支援交付中心和 IT 安全性措施，其需要 SAP 工作人員最多 1 個工作日的 SAP 人員，倘若：

- a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or  
SAP 尚未提出充分證據，證明其已履行技術及組織措施，證明方式為提供符合 ISO 27001 或其他標準之認證 (範圍如認證所定義)；或
- b) a Personal Data Breach has occurred; or  
發生個人資料侵害；或
- c) an audit is formally requested by Customer's data protection authority or provided under mandatory Data Protection Law.  
稽核請求係由客戶的資料保護主管機關所正式提出，或依據強制資料保護法之規定所為。

**6.5. Other Controller Audit**  
其他控管者稽核

Any other Controller may assume Customer's rights under this Section 6 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.

任何其他控管者得依據本 6 條受讓客戶權利，惟此前提為前開條文直接適用於該控管者，且客戶允許並協調此類稽核。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。

## 7. SUBPROCESSORS

### 分處理商

#### 7.1. Permitted Use

##### 允許使用

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 the Agreement;  
SAP 或的 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 須對分處理商違反本合約條款之行為負責；
- b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to its selection in order 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 provides to Customer the List of Subprocessors by publishing it on My Trust Center or by making it available to Customer in writing (email permitted) upon Customer's written request.  
SAP 向客戶提供分處理商清單，提供方式是在「我的信任中心」上發佈，或基於客戶書面請求，而以書面方式提供客戶 (可透過電子郵件為之)。

#### 7.2. New Subprocessors

##### 新分處理商

SAP's use of Subprocessors is at its discretion, provided that:

SAP 得自行決定對分處理商之任用，唯須符合下列規定：

- a) SAP will inform Customer in advance (by email or posting on My Trust Center) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor. Customer agrees to register on the My Trust Center and subscribe to its applicable and available List of Subprocessors. If Customer does not object, Customer is deemed to have accepted the new Subprocessor.  
若分處理商清單有任何新增或替換之情形，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。客戶同意在「我的信任中心」上註冊，並訂閱其所提供且適用的分處理商清單。若客戶並未反對，則視為其同意接受新分處理商。
- b) Customer may object to a new Subprocessor by notifying SAP in writing within 5 business days of SAP's information for Services and in case of SAP Support and Cloud Services within 30 calendar days and explaining the reasonable ground(s) for its objection.  
客戶得於 SAP 服務資訊發佈後 5 個工作日內，至於 SAP 支援及雲端服務則為 30 個曆日內，以書面通知 SAP 反對新分處理商，並說明其反對的合理理由。
- c) If Customer objects SAP may choose: (i) not to use the Subprocessor; or (ii) to take reasonable measures to remedy Customer's grounds for its objection and use the Subprocessor or (iii) if this is not possible, use the Subprocessor. If Customer continues to have a legitimate objection, Customer may only terminate the affected SAP Service using the new Subprocessor, however termination of SAP Support shall also comply with the termination provision of the respective SAP Support agreement. Such termination shall take effect at the time determined by the Customer in its written termination notice provided Customer accepts the use of the proposed Subprocessor during the remainder of the Agreement until the effective termination date.  
若客戶表示反對，SAP 得選擇：(i) 不使用該分處理商；或 (ii) 採取合理措施以消弭客戶反對的理由而使用



該分處理商；或 (iii) 若不可能這麼做，則使用該分處理商。若客戶持續表示合理反對，客戶僅得終止受影響的 SAP 服務，使用新分處理商，惟 SAP 支援之終止仍應遵守各自 SAP 支援合約的終止規定。前開終止應於客戶在其書面終止通知所決定的時點生效，前提是客戶同意於合約剩餘期間內，至有效終止日期前，接受使用推薦的分處理商。

- d) If Customer objects but neither of the options under 7.2.(c) (i) or (ii) are pursued and SAP has not received any notice of termination, Customer is deemed to have accepted the new Subprocessor.

若客戶表示反對，但未採行第 7.2.(c) (i) 或 (ii) 所列選項，且 SAP 未收到任何終止通知，則客戶視為已同意接受新分處理商。

- e) Any termination under this Section shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

根據本條規定所為之終止，應視為不可歸責當事人任一方之事由，且應受本合約條款之規範。

### 7.3. 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按 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 (2010)

- 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 the Standard Contractual Clauses (2010), then:

截至 2021 年 9 月 26 日 (包括該日) 為止，倘受 GDPR 規範之控管者個人資料，其在第三國進行處理；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控管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) if applicable, SAP and Customer enter into the Standard Contractual Clauses (2010);  
SAP 與客戶簽訂標準契約條款 (2010) (如適用)；
- 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  
客戶加入 SAP 或 SAP SE 與分處理商所簽訂之標準契約條款 (2010)，仍獨立享有權利、負擔義務；
- c) other Controllers whose use of the SAP Services have been authorized by Customer under the applicable Agreement may also enter into Standard Contractual Clauses (2010) with SAP or the relevant Subprocessors in the same manner as Customer in accordance with Sections 8.2.1 a) and (b) above.

其他已獲客戶依適用合約授權使用 SAP 服務之控管者，亦可按上述第 8.2.1 a) 條和 (b) 之相同方式，與 SAP 或相關分處理商簽訂標準契約條款 (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) 應以相關控管者成立所在國家/地區的法律為準據法。

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符合必要妥適方式之新標準契約條款，作為標準契約條款 (2010) 之替代或升級版本，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 SCC 相關傳輸方面：

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 into 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 SCC 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 act 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 確認客戶以處理者身分，依據其控管者指示行事。

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。

8.3.2. 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 (包括相關明細表) 副本提供予資料當事人。

8.3.3. 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  
標準契約條款與合約之關係

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.

倘標準契約條款 (2010) 或新標準契約條款與合約牴觸時，合約中任何規定均不應解釋為優先於牴觸條款。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 as 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 SAP 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 SAP 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

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. Customer shall provide and maintain information on all Controllers (e.g. legal name and address) using the SAP Services in electronic format (e.g. in the Order Form) as reasonably requested by SAP, in order to enable SAP 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。各方當事人均有責任協助他方當事人符合文件要求。經 SAP 合理要求，客戶應以電子格式（例如在訂購單中）提供並保存所有使用 SAP 服務的控管者相關資訊（例如法人名稱及地址），使 SAP 得以遵守任何保存處理記錄之相關義務。

#### **Schedule 1 Description of the Processing** **明細表 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.

本明細表 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 is the Customer who has concluded the Agreement with SAP for the provision of SAP Services as further described under the relevant Agreement. The data exporter allows other Controllers to also use the SAP Service, these other Controllers are also data exporters.

資料匯出者即客戶，其針對 SAP 服務的提供 (如相關合約進一步所述) 已與 SAP 簽署合約者。若資料匯出者允許其他控管者使用 SAP 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

##### 1.1.2.1. In respect of Cloud Services

關於雲端服務

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。

##### 1.1.2.2. In respect of other SAP Services

關於其他 SAP 服務

SAP and its Subprocessors provide the SAP Service as defined under the relevant Agreement concluded by the data exporter that includes Standard Contractual Clauses (2010) are data importers.

SAP 與其分處理商依據資料匯出者簽訂相關合約 (包括標準契約條款(2010) 為資料匯入者) 所載提供 SAP 服務。

#### 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：傳輸控管者至處理商

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, 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，或其他擁有由資料匯出者儲存、傳輸、提供、存取或以其他方式所處理個人資料之個人。

## 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 and/or data fields which could be transferred per SAP Service as stated in the relevant Agreement. For Cloud Services, 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 transferred or entered into the SAP Service by Authorized Users and may include financial data such as bank account data, credit or debit card data.

依照相關合約而可能按 SAP 服務傳輸之資料類別和/或資料欄位，由客戶決定之。針對雲端服務，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，以及由授權使用者傳輸或構成 SAP 服務之任何應用特定資料，其得包括銀行帳戶資料、信用卡或簽帳卡資料等財務資料。

## 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 已採取明細表 2 所載技術和組織措施，以確保敏感資料保護之適當安全性水準。

### 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保護措施之適用：

- 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. For Cloud Services

有關雲端服務

#### 2.4.1.1. 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 Consulting Services;  
提供諮詢服務；
- 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。

2.4.1.2. 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。

#### 2.4.2. For other SAP Services

有關其他 SAP 服務

The transferred Personal Data is subject to the basic processing activities as set out in the Agreement which may include:

傳輸的個人資料受合約中所載之基本處理作業的約束，基本處理作業可能包括：

- a) accessing systems containing Personal Data in order to provide SAP Support and Services;  
存取內含個人資料的系統以提供 SAP 支援及服務；
- b) use of Personal Data to provide the SAP Service;  
使用個人資料提供 SAP 服務；
- c) continuous improvement of service features and functionalities provided as part of the SAP Service including automation, transaction processing and machine learning;  
SAP 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；
- d) storage of Personal Data;  
儲存個人資料；

- e) computer processing of Personal Data for data transmission;  
電腦處理個人資料以供資料傳輸；
  - f) execution of instructions of Customer in accordance with the Agreement;  
依據本合約履行客戶指示；
- 2.4.3. For SAP Support: SAP or its Subprocessors provide support when a Customer submits a support ticket because the Software is not available or not working as expected. They answer phone calls and perform basic troubleshooting, and handle support tickets in a tracking system.  
有關 SAP 支援：當客戶因為軟體不可用或未依照預期運作而提交支援請求單時，SAP 或其分處理商所提供的支援。SAP 或其分處理商將接聽電話，並執行基本疑難排解，並在追蹤系統中處理支援請求單。
- 2.4.4. For Services: SAP or its Subprocessors provide Services subject to the Order Form Services and the applicable Scope Document.  
有關服務：SAP 或其分處理商遵照訂購單服務與適用的範圍文件提供服務。
- 2.5. The purpose of the transfer is to provide and support the relevant SAP Service. SAP and its Subprocessors may provide or support the SAP Service remotely.  
傳輸目的在提供並支援相關 SAP 服務。SAP 及其分處理商得遠端提供或支援 SAP 服務。
- 2.6. 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)：  
  
Personal Data will be transferred on an ongoing basis for the duration of the Agreement.  
個人資料將在合約期限內持續傳輸。
- 2.7. 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，則規定用於決定期間之要件：  
  
Personal Data will be retained by SAP as set out in Section 5 above.  
SAP 將依上述第 5 條之規定留存個人資料。
- 2.8. 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。  
  
SAP will transfer Personal Data to Subprocessors as stated in the applicable List of Subprocessors for the duration of the Agreement.  
SAP 將依適用之分處理商清單所述，於合約期限內將個人資料傳輸給分處理商。

### **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：傳輸控管者至處理商
  - 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

### 明細表 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.

本明細表 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，明細表 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)。