

SAP Software Use Rights

SAP 軟體使用權利

1.	LICENSING PRINCIPLES / RULES OF USE	
	授權原則/使用規則	8
2.	METRICS	
	度量資訊	10
3.	PACKAGE SPECIFIC TERMS / USE RULES	
	套件特定條款/使用規則	12
	Exhibit 1 - Legacy SBOP Software	
	附錄 1 - 舊版 SBOP 軟體	16
	Exhibit 2 - Named User Metrics and Package Metrics	
	附錄 2 - 指定用戶度量資訊與套件度量資訊	17
	Remaining metrics - A	
	剩餘度量資訊 - A	19
	Remaining metrics - B	
	剩餘度量資訊 - B	20
	Remaining metrics - C	
	剩餘度量資訊 - C	21
	Remaining metrics - D	
	剩餘度量資訊 - D	25
	Remaining metrics - E	
	剩餘度量資訊 - E	26
	Remaining metrics - F	
	剩餘度量資訊 - F	26
	Remaining metrics - G	
	剩餘度量資訊 - G	27
	Remaining metrics - H	
	剩餘度量資訊 - H	27
	Remaining metrics - I	
	剩餘度量資訊 - I	27
	Remaining metrics - J	
	剩餘度量資訊 - J	28
	Remaining metrics - K	
	剩餘度量資訊 - K	28
	Remaining metrics - L	
	剩餘度量資訊 - L	28
	Remaining metrics - M	
	剩餘度量資訊 - M	28
	Remaining metrics - N	
	剩餘度量資訊 - N	29

Remaining metrics - O	
剩餘度量資訊 - O	29
Remaining metrics - P	
剩餘度量資訊 - P	31
Remaining metrics - Q	
剩餘度量資訊 - Q	34
Remaining metrics - R	
剩餘度量資訊 - R	34
Remaining metrics - S	
剩餘度量資訊 - S	36
Remaining metrics - T	
剩餘度量資訊 - T	38
Remaining metrics - U	
剩餘度量資訊 - U	39
Remaining metrics - V	
剩餘度量資訊 - V	41
Remaining metrics - W	
剩餘度量資訊 - W	41
Remaining metrics - X	
剩餘度量資訊 - X	41
Remaining metrics - Y	
剩餘度量資訊 - Y	41
Remaining metrics - Z	
剩餘度量資訊 - Z	41
Exhibit 3 - Package Restrictions	
附錄 3 - 套件限制	41
1. SAP Business Suite and Enterprise Foundation	
SAP Business Suite and Enterprise Foundation.....	41
1.1 Embedded Analytics	
嵌入式分析	41
1.2 Enterprise Foundation.	
Enterprise Foundation.....	42
1.3 SAP Human Capital Management.	
SAP Human Capital Management	42
1.4 S/4HANA Packages.	
S/4HANA 套件.....	42
1.4.1. Named User and Metric Requirements for S/4HANA Packages.	
S/4HANA 套件的指定用戶與度量要求	43
1.4.2 SAP S/4HANA Compatibility Packs	
SAP S/4HANA Compatibility Packs	43
1.4.3 S/4HANA Enterprise Management.	
S/4HANA Enterprise Management	43
1.4.4 S/4HANA Developer access.	
S/4HANA Developer access	44

1.4.5	S/4HANA Central Finance, central finance foundation (“S/4HANA Central Finance”) S/4HANA Central Finance, central finance foundation (“S/4HANA Central Finance”).....	44
1.4.6	SAP S/4 HANA Incentive and Commission Management SAP S/4 HANA Incentive and Commission Management	44
1.4.7	SAP S/4 HANA Hybris Billing SAP S/4 HANA Hybris Billing.....	44
1.4.8	SAP S/4HANA Governance, Risk and Compliance Solutions SAP S/4HANA Governance, Risk and Compliance 解決方案	44
1.4.9	SAP Document Access by OpenText for SAP S/4HANA, SAP Archiving by OpenText for SAP S/4HANA. SAP Document Access (由 OpenText 開發, 適用於 SAP S/4HANA)、SAP Archiving (由 OpenText 開發, 適用於 SAP S/4HANA)	44
1.4.10	SAP Document Access by OpenText, limited access option for SAP S/4HANA, SAP Archiving by OpenText, limited access option for SAP S/4HANA, SAP Extended ECM by OpenText, limited access option for SAP S/4HANA. SAP Document Access (由 OpenText 開發) : SAP S/4HANA 的限制存取選項、SAP Archiving (由 OpenText 開發) : SAP S/4HANA 的限制存取選項、SAP Extended ECM (由 OpenText 開發) : SAP S/4HANA 的限制存取選項	45
1.4.11	SAP S/4HANA for energy utilities meter data management and operations, SAP S/4HANA for energy utilities bill- to-cash management, SAP S/4HANA for water utilities meter data management and operations, SAP S/4HANA for water utilities bill-to-cash management. SAP S/4HANA (適用於能源公用事業計量資料管理和作業)、SAP S/4HANA (適用於能源公用事業計費至收款管理) 、SAP S/4HANA (適用於水公用事業計量資料管理和作業)、SAP S/4HANA (適用於水公用事業計費至收款管理).....	45
1.5	SAP BW/4 HANA SAP BW/4 HANA	45
1.6	SAP S/4HANA for commercial project management SAP S/4HANA (適用於商業專案管理).....	45
2.	ERP ERP	45
2.1	SAP Payroll Processing. SAP Payroll Processing	45
2.2	BSI U.S. Payroll Tax Processing. BSI U.S. Payroll Tax Processing	45
2.3	SAP Enterprise Risk and Compliance Management, risk management and SAP Treasury and Risk Management, treasury operations. SAP Enterprise Risk and Compliance Management (風險管理) 與 SAP Treasury and Risk Management (財務營運)	45
2.4	SAP Treasury and Risk Management SAP Treasury and Risk Management.....	46
2.5	SAP (EHS Management, Environment, Health and Safety; SAP EHS Management, Product Safety; SAP EHS Management, Product and REACH compliance.) SAP (EHS Management : 環境、健康與安全 ; SAP EHS Management : 產品安全 ; SAP EHS Management : 符合產品與 REACH 規範).....	46
2.6	SAP EHS Management, Environment, Health and Safety. SAP EHS Management : 環境、健康與安全	46
2.7	SAP EHS Regulatory Content. SAP EHS Regulatory Content.	47
2.8	SAP Incentive and Commission Management SAP Incentive and Commission Management.....	47
2.9	SAP Quality Issue Management SAP Quality Issue Management.....	48
2.10	SAP Management of Change SAP Management of Change	48
2.11	Line Of Business 業務體系.....	48

3.	Industry Portfolio 產業組合	51
3.1	SAP Upstream Operations Management for Oil & Gas. SAP Upstream Operations Management for Oil & Gas	51
3.2	SAP Secondary Distribution Management for Oil & Gas. SAP Secondary Distribution Management for Oil & Gas	51
3.3	SAP Fashion Management Solution SAP Fashion Management 解決方案	51
3.4	SAP Military Data Exchange. SAP Military Data Exchange	51
3.5	SAP Tax, Benefits, and Payment Processing for Public Sector SAP Tax, Benefits, and Payment Processing for Public Sector	52
3.6	SAP Realtime Situational Awareness for Public Sector SAP Realtime Situational Awareness for Public Sector	52
3.7	SAP Hybris Billing, charging; SAP Hybris Billing SAP hybris Billing : 計費 ; SAP Hybris Billing	52
3.8	SAP Multichannel Foundation for Utilities SAP Multichannel Foundation for Utilities	52
3.9	SAP Event Ticketing SAP Event Ticketing	52
3.10	SAP Regulatory Report by iBS, Accounts;SAP Regulatory Report by iBS, Derivatives; SAP Regulatory Report by iBS, P/C/S Cashflow; SAP Regulatory Report by iBS, Retail Cashflow. SAP Regulatory Report by iBS, Accounts ; SAP Regulatory Report by iBS, Derivatives ; SAP Regulatory Report by iBS, P/C/S Cashflow ; SAP Regulatory Report by iBS, Retail Cashflow.....	53
3.11	SAP Fraud Management, SAP Fraud Management for Public Sector, SAP Fraud Management for Insurance, SAP Fraud Management for Banking SAP Fraud Management、 SAP Fraud Management for Public Sector、 SAP Fraud Management for Insurance、 SAP Fraud Management for Banking	53
3.12	SAP Medical Research Insights SAP Medical Research Insights.....	53
3.13	SAP BusinessObjects Budgeting for Public Sector SAP BusinessObjects Budgeting for Public Sector	53
3.14	SAP Investigation Management for Public Sector SAP Investigation Management for Public Sector	53
4.	Third Party Reselling 第三方轉售	54
5.	SAP NetWeaver SAP NetWeaver	56
5.1	SAP NetWeaver Process Integration (PI) Adapters. SAP NetWeaver Process Integration (PI) Adapters	56
5.2	SAP NetWeaver OpenHub. SAP NetWeaver OpenHub.....	57
5.3	Planning Application Kit. 規劃應用程式套件	57
5.4	SAP NetWeaver BeXBroadcaster. SAP NetWeaver BeXBroadcaster.....	57
5.5	SAP NetWeaver Business Warehouse Accelerator. SAP NetWeaver Business Warehouse Accelerator	57

5.6	SAP NetWeaver Master Data Management. SAP NetWeaver Master Data Management	57
5.7	SAP Enterprise Master Data Management SAP Enterprise Master Data Management.....	57
5.8	SAP Identity Management SAP Identity Management	58
5.9	SAP NetWeaver Portal, enterprise workspaces SAP NetWeaver Portal : 企業工作區.....	58
5.10	SAP Process Orchestration SAP Process Orchestration	58
5.11	SAP Process Orchestration, Edge edition, premier option SAP Process Orchestration (Edge 版 , 頂級選項).....	59
5.12	SAP Process Orchestration, Edge edition, standard option SAP Process Orchestration (Edge 版 , 標準選項).....	59
5.13	SAP Single Sign-On SAP Single Sign-On.....	59
5.14	SAP Landscape Management SAP Landscape Management	59
5.15	SAP Visual Business SAP Visual Business.....	59
5.16	SAP Enterprise Threat Detection SAP Enterprise Threat Detection	60
5.17	SAP Intelligent Business Operations bundle SAP Intelligent Business Operations 配套方案.....	60
5.18	SAP Information Lifecycle Management (“ILM”) SAP Information Lifecycle Management (以下稱「ILM」)	60
5.19	Productivity Apps Productivity Apps	60
5.20	SAP Master Data Governance, Edge edition SAP Master Data Governance (Edge 版)	60
5.21	SAP NetWeaver OpenHub, Edge edition. SAP NetWeaver OpenHub (Edge 版)	60
5.22	SAP NetWeaver Foundation for Third Party Applications SAP NetWeaver Foundation for Third Party Applications	61
6.	SAP BusinessObjects SAP BusinessObjects	61
6.1	SAP BusinessObjects Business Intelligence Solutions SAP BusinessObjects Business Intelligence 解決方案.....	61
7.	SAP Crystal SAP Crystal.....	69
7.1	Use Rights for All SAP Crystal Products 所有 SAP Crystal 產品的使用權利	69
7.2	SAP Crystal Reports runtime product SAP Crystal Reports 執行階段產品	70
7.3	SAP Crystal Dashboard Design, departmental edition. SAP Crystal Dashboard Design (部門版).....	72

7.4	SAP Crystal Dashboard Design, personal edition SAP Crystal Dashboard Design (個人版).....	72
7.5	SAP Crystal Presentation Design SAP Crystal Presentation Design	72
7.6	SAP Crystal Server SAP Crystal Server	73
7.7	Xcelsius Engage Server Xcelsius Engage Server	74
7.8	SAP Crystal Reports Server OEM Embedded SAP Crystal Reports Server OEM Embedded.....	74
8.	Supplementary Products 補充產品	74
8.1	Directories. 目錄	74
8.2	Generic Products 一般產品	75
9.	Database and Technology Portfolio Products (Excluding HANA) 資料庫及技術組合產品 (不含 HANA)	76
10.	Mobile 行動裝置	77
11.	SAP HANA SAP HANA	79
11.1	Definitions. 名詞定義	79
11.2	Where SAP HANA Is Not Contractually Restricted to Standalone Use. 在 SAP HANA 不受合約限制為單獨使用的情況下	79
11.3	Where SAP HANA Software Is Contractually Restricted to Standalone Use. 在 SAP HANA 軟體受合約限制為單獨使用的情況下	80
11.4	SAP HANA DB Edition for SAP NetWeaver BW (“HANA DB for BW”). SAP HANA DB Edition for SAP NetWeaver BW (以下稱「HANA DB for BW」).....	82
11.5	SAP HANA, Runtime DB Edition for SAP NetWeaver BW (“HANA DB for BW”) SAP HANA, Runtime DB Edition for SAP NetWeaver BW (以下稱「HANA DB for BW」)	82
11.6	SAP HANA Related Apps SAP HANA 相關應用程式	83
11.7	SAP HANA, Limited Runtime edition for Applications HANA Apps Only (“Limited HANA Runtime”) SAP HANA , 僅限 HANA 應用程式之應用程式限制執行階段版 (以下稱「限制 HANA 執行階段」).....	84
11.8	SAP HANA Base Edition SAP HANA (基礎版).....	86
11.9	SAP HANA, Realtime Replication Option. SAP HANA, Realtime Replication 選項.....	86
11.10	SAP Near-line storage for SAP BW and BW/4HANA. SAP Near-line storage for SAP BW 與 BW/4HANA	86
11.11	SAP HANA, Runtime Edition for Applications and SAP BW SAP HANA, Runtime Edition for Applications and SAP BW.....	86

11.12	Terms of use for Twitter API contained within SAP HANA, Enterprise Edition; SAP HANA, Runtime edition for Applications and SAP BW; and SAP HANA, Information Management Option SAP HANA (企業版) ; SAP HANA, Runtime edition for Applications and SAP BW ; 及 SAP HANA, Enterprise Information Management Option 之 Twitter API 使用條款.....	88
11.13	SAP HANA Information Management Option. SAP HANA Data Management 選項	89
11.14	SAP HANA Spatial Engine. SAP HANA Spatial Engine.....	89
11.15	SAP Knowledge Accelerator Bundle for S/4 HANA and SAP Knowledge Accelerator Bundle for ERP. SAP Knowledge Accelerator Bundle for S/4 HANA 與 SAP Knowledge Accelerator Bundle for ERP	89
12.	Focused Business Solutions. 焦點業務方案.....	89
13.	Repeatable Custom Solution (“RCS”) Software. Repeatable Custom Solution (「RCS」) 軟體.....	89
14.	Line of Business Portfolio 業務體系組合	90
14.1	SAP Visual Enterprise. SAP Visual Enterprise	90
15.	SAP Bundles SAP 配套方案.....	90
15.1	SAP ERP Foundation Extension SAP ERP Foundation Extension.....	90
Exhibit 4 - Pass Through Terms for Third Party Databases 附錄 4 - 第三方資料庫之轉付條款		91
Exhibit 5 - Pass Through Terms for Directories 附錄 5 - 目錄之轉付條款.....		129
Exhibit 6 – SAP Business One Software 附錄 6 - SAP Business One 軟體		158
Exhibit 7 – DELIBERATELY LEFT BLANK 附錄 7 – 刻意留白		164
Exhibit 8 – Terms relating to Third Party Web Services 附錄 8 – 第三方網路服務相關條款		165

PREAMBLE

前言

The terms set forth in this SAP Software Use Rights document (“Use Terms”) apply to any Named Users and Packages (both as defined in Section 1.1.1 hereof) licensed pursuant to the Agreement (including orders placed directly with SAP or through an authorized reseller, distributor, original equipment manufacturer (“OEM”) or other authorized partner of SAP) referencing these Use Terms (including without limitation references to “Product Use Rights” or similar naming conventions). Except as otherwise set forth herein, each capitalized term referenced in these Use Terms shall have the meaning given it in the GTC. Unless otherwise indicated, terms/restrictions applicable to a component also apply when that component is included/embedded with another Package.

本 SAP 軟體使用授權文件所載之條款 (以下稱「使用條款」) 適用於根據本合約 (包含直接向 SAP 或授權轉銷商、經銷商、原廠設備製造商 (以下稱「OEM」) 或其他 SAP 的授權事業夥伴所提交的訂單) 獲得授權的任何指定用戶與套件 (皆定義於本文件第 1.1.1 條中); 本合約亦引用本使用條款 (包括但不限於引用「產品使用權利」或相似命名慣例)。除本文件另有載明之外, 使用條款中引用的所有大寫詞語涵義均以 GTC 所定義者為準。除非另有規定, 否則適用於元件的條款/限制亦適用於該元件隨附/內嵌於其他套件的情形。

1. LICENSING PRINCIPLES / RULES OF USE

授權原則/使用規則

1.1 Definitions

名詞定義

1.1.1 As used in these Use Terms: 1) each Software and/or Third Party Software (as defined in the GTC) product licensed pursuant to the Agreement referencing these Use Terms may be referred to as a “Software Package” (when referencing only Software) or “Third Party Software Package” (when referencing only Third Party Software) or “Package” (when referencing both Software and Third Party Software); 2) “Named User” shall mean any individual authorized by Licensee to Use (in accordance with the terms of the Agreement) a Package, including without limitation employees of its Affiliates or its Business Partners; 3) “Named User License” shall mean the Metric and Licensed Level applicable to each Named User; 4) “Package License” shall mean the Metric and Licensed Level applicable to each Package; 5) “Metric” shall mean a) when referenced in the context of a Named User, the individual Named User category and type (and corresponding Named User definition setting for such Named User’s Use rights) as further described in Section 2.1 hereof -and- b) when referenced in the context of a Package, the individual business metric corresponding with each Package as further described in Section 2.2 hereof; 6) “Licensed Level” shall mean a) when referenced in the context of a Named User, the quantity of Metric for which each individual Named User category and type is licensed -and- b) when referenced in the context of a Package, the quantity of Metric for which each individual Package is licensed; 7) “Use” means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system; and 8) “Order Form” shall mean the order document for the Named Users and Packages licensed under the Agreement, including order documents placed directly with SAP or through an authorized reseller, distributor, OEM or other authorized partner of SAP.

在本使用條款中: 1) 每份依本合約提及使用條款所授權的軟體及/或第三方軟體 (定義於 GTC) 產品得稱之為「軟體套件」(僅稱軟體時) 或「第三方軟體套件」(僅稱第三方軟體時) 或「套件」(同時稱軟體套件與第三方軟體時); 2) 「指定用戶」應指經由被授權人授權 (依照合約之條款) 可使用套件的任何人, 包括但不限於被授權人關係企業或事業夥伴之員工; 3) 「指定用戶授權」應指適用於各個指定用戶之度量資訊與授權等級; 4) 「套件授權」應指適用於各個套件之度量資訊與授權等級; 5) 「度量資訊」應指 a) 在指定用戶的範疇內提及時, 為個別指定用戶的類別與類型 (以及為此類指定用戶之使用權所設定的相應指定用戶定義), 詳述於本文第 2.1 條 -以及- b) 在套件的範疇內提及時, 為與各個套件相應之各個業務度量資料, 詳述於本文第 2.2 條; 6) 「授權等級」應指 a) 在指定用戶的範疇內提及時, 為個別指定用戶類別與類型獲授權之度量資料數量 -以及- b) 在套件的範疇內提及時, 個別套件獲授權之度量資料的數量; 7) 「使用」應指啟用軟體的處理能力, 載入、執行、存取、採用該軟體, 或顯示這些能力產生的資訊。使用得以軟體隨附或內建之介面、被授權人或第三方介面或其他中介系統進行; 及 8) 「訂購單」應指依本合約獲授權之指定用戶與套件之訂單文件, 包含直接由 SAP 或授權的轉售商、經銷商、OEM 或其他經 SAP 授權之事業夥伴所下的訂單文件。

1.2 Standard License Principles / Rules of Use

標準授權原則/使用規則

1.2.1 Named User License & Package License Required. Except as otherwise specifically provided in Sections 1.3.2, 2.4.1 and 3 hereof with respect to applicability of Named User Licenses, 1) the Use of any Package requires both a Named User License and a Package License; 2) Licensee needs to hold a Named User License for any individual accessing any Package, and such Named User License shall define the extent to which such individual may Use the Package, such Use of the Package in all cases being further subject to the Package License and otherwise in accordance with the terms of the Agreement, unless otherwise set forth in Exhibit 3. Named User Licenses cannot be assigned to more than one individual.

必須擁有指定用戶授權與套件授權。 除本合約第 1.3.2、2.4.1 條及第 3 條中特別提供之關於指定用戶授權之適用性以外, 1) 須同時擁有指定用戶授權與套件授權方能使用套件; 2) 被授權人必須持有指定用戶授權方能讓任何人存取任何套件, 且此類指定用戶授權應明定此類人員得使用套件之範圍, 在所有情況下使用該套件須進一步受套件授權約束, 並遵循本合約之條款, 除非附錄 3 中另行載明。指定使用者授權不可指派給多人。

1.2.2 Additional Named User Rules for SBOP and Legacy SBOP Software Not Licensed For Standalone Use. “SBOP” and “Legacy SBOP” shall mean any Software identified as SBOP or Legacy SBOP, respectively in these Use Terms. Unless otherwise specifically set forth herein, all references to “SBOP” shall be deemed to include any licensed Software identified under any Order Form as “Legacy SBOP”; however, references to “Legacy SBOP” shall only mean any licensed Software specifically identified as “Legacy SBOP” on Exhibit 1 Any licensed Legacy SBOP may only be Used by individuals licensed as an Expert User, Business Analytics Professional User, BI Limited User, or Business Information User, and such Use shall be in accordance with each individual’s respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

適用於未授權供獨立使用之 SBOP 與舊版 SBOP 軟體的其他指定用戶規則。 「SBOP」與「舊版 SBOP」應意指在本使用條款中分別指定為 SBOP 或舊版 SBOP 的任何軟體。除本文件另有載明之外, 所提及的所有「SBOP」應視為包括根據任何訂購單指明的任何授權軟體; 所提及的「舊版

SBOP」則僅指附錄 1 特別指明為「舊版 SBOP」的任何授權軟體。任何授權的舊版 SBOP 僅得由授權為 Expert User、Business Analytics Professional User、BI Limited User 或 Business Information User 的個人使用，且應依照每個人各自的指定用戶類型（並根據此類軟體的適用授權層級）使用。

1.2.3 Runtime Software. Licensed Package(s) may utilize limited functionality of other Packages for which Licensee does not hold a license ("Runtime Software"). Until Licensee has expressly licensed the Runtime Software, Licensee's Use of such Runtime Software is limited to access by and through the licensed Package(s), and any permitted Modifications thereto for the sole purpose of enabling performance of the licensed Package(s) and integrating data from licensed SAP Software as specified in the Documentation. In the event Licensee Uses a Package to build and/or operate a custom developed or third party application, additional licenses may be required.

執行階段軟體。獲授權的套件可使用被授權人未獲授權之其他套件的有限功能（以下稱「執行階段軟體」）。直到被授權人明文取得執行階段軟體授權之前，被授權人使用有關執行階段軟體僅限於透過經授權之套件來使用，用途僅限於促進經授權之套件的效能，以及整合來自經授權 SAP 軟體的資料，如文件所載。被授權人使用套件來建置及/或操作自訂開發或第三方應用程式時，可能需要額外的授權。

1.2.4 Country / Language Versions and Availability Restrictions. There are no applicable country/language specific versions licensed by Licensee from SAP unless otherwise specifically stated in an Order Form. Packages may be subject to availability restrictions. Information about such restrictions including country availability, supported languages, supported operating systems and databases may be provided through the Product Availability Matrix (PAM) published at www.service.sap.com/pam or otherwise included in the Documentation.

國家/語言版本與可用性限制。除非訂購單中另行載明，否則 SAP 不會提供被授權人授權之適用國家/語言的特定版本。套件可能受到可用性限制之約束。有關此類限制之資訊（包含國家可用性、支援的語言、支援的作業系統及資料庫）可透過 www.service.sap.com/pam 發佈之「產品可用性表」(PAM) 提供或另行隨附於文件中。

1.2.5 Internet Connectivity. Some Packages require connection to the internet in order to properly function. Licensee is responsible for obtaining internet connectivity and SAP will not be responsible for loss of functionality due to failure of internet connectivity.

網際網路連線。部分套件必須連線至網際網路，才能正常運作。被授權人負責取得網際網路連線，SAP 不負責因網際網路連線導致的功能喪失。

1.2.6 Third Party Web Services, Some Packages enable connection to Third Party Web Services. Terms related to those Third Party Web Services are contained in Exhibit 8 of these Use Terms. For the purposes of these Use Terms, "Third Party Web Services" means (i) any and all web services made available by third parties (other than SAP, SAP SE and/or any of their affiliated companies) that are accessible through or enabled by the Software or SAP Materials, and (ii) any and all application programming interfaces, web service definition files, and other materials made available by or on behalf of such third party web service providers to facilitate the access to and use of such web services.

第三方網路服務。部分套件提供第三方網路服務連結。該等第三方網路服務相關條款記載於本使用條款附錄 8。本使用條款所稱之「第三方網路服務」係指 (i) 第三方 (不含 SAP、SAP SE 及/或其關係企業) 所提供，並透過軟體或 SAP 材料存取之網路服務；及 (ii) 該等第三方網路服務供應商或其代表所提供，用以存取及使用該等網路服務之應用程式介面、網路服務定義檔及其他材料。

1.3 Exceptional License Principles / Rules of Use for Special License Scenarios

例外授權原則/特別授權方案的使用規則

1.3.1 This Section 1.3 sets forth the exceptional license principles / rules of Use for the following special license scenarios ("Special License Scenarios"), and, to the extent the exceptional license principles / rules of Use for any Special License Scenario identified in this Section 1.3 contradict the standard license principles / rules of Use set forth in the Agreement and Section 1.2 hereof, then the terms of this Section 1.3 shall control over those contradicting terms in Section 1.2 hereof.

第 1.3 條將說明例外授權原則/下列特殊授權方案的使用規則（以下稱「特殊授權方案」），且在第 1.3 條所定義之「特殊授權方案」之例外授權原則/使用規則抵觸本合約與第 1.2 條中說明之標準授權原則/使用規則時，對於抵觸第 1.2 條之情形，第 1.3 條中的條款應優先適用。

1.3.2 Standalone Use. Software is licensed for Standalone Use if identified as such in the applicable Order Form. "Standalone Use" means the Software (and any corresponding Third Party Software) identified as "Standalone Use" that may only be Used with other Software and/or Third Party Software with the same "Standalone Use" designation in the applicable Order Form from SAP or an authorized reseller, distributor, or other authorized partner of SAP and/or or non-SAP branded software licensed from third parties.

獨立使用。若適用的訂購單字面上確認為獨立使用，軟體將授權為供獨立使用。「獨立使用」係指明定為「獨立使用」之軟體（以及任何相應的第三方軟體），此軟體僅可與來自授權轉售商、經銷商或 SAP 的其他授權夥伴之適用訂購單中具有「獨立使用」標識之其他軟體及/或第三方軟體；或從第三方取得授權的非 SAP 品牌軟體搭配使用。

For avoidance of doubt, all Software licensed under a Restricted License (as defined in Section 1.3.3) or by an SAP acquired entity prior to its legal integration with a successive SAP entity is deemed licensed for Standalone Use only.

為免除疑義，在與其後的 SAP 實體合法整合前，限制授權（定義見第 1.3.3 條）或 SAP 收購實體授權的所有軟體，均視為已授權供獨立使用。

1.3.2.1 Standalone Use of Legacy SBOP Software. Use of Legacy SBOP licensed for Standalone Use does require a Named User License in addition to the Package License for the actual Legacy SBOP. SBOP Software licensed from any resellers, distributors, OEMs or other third parties may be Used solely for Standalone Use, unless otherwise agreed by SAP in writing in the applicable Order Form. The only Named User types authorized to use Legacy SBOP licensed for Standalone Use are SAP Application Standalone Business Analytics Professional User, SAP Application Standalone BI Limited User, or SAP Application Business Information Viewer User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

舊版 SBOP 軟體的獨立使用。若使用授權供單獨使用的舊版 SBOP，除了實際舊版 SBOP 本身的套件授權之外，也需要指定用戶授權。除 SAP 另於適用訂購單中表示同意外，自任何轉銷商、經銷商、OEM 或其他第三方取得授權之 SBOP 軟體僅供獨立使用。唯一能使用授權供單獨使用之舊版 SBOP 的授權指定用戶類型為 SAP Application Standalone Business Analytics Professional User、SAP Application Standalone BI Limited User 或 SAP Application Business Information Viewer User，且應依照每個人分別的指定用戶類型（並根據此類軟體的適用授權層級）使用。

- 1.3.3 **Restricted License.** If Licensee acquired the Software bundled or otherwise provided in combination with or for use with a third party product (“OEM Application”) from a third party, Licensee has acquired a Restricted License. Licensee may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or necessary to enable the functionalities of the OEM Application is in violation of this license. If the OEM Application requires the use of a data mart or data warehouse, the OEM Application may be used with the data mart or data warehouse only to access data created or necessary to enable the functionalities of the OEM Application. Restricted Licenses may not be combined or used with unrestricted licenses.
- 限制授權。** 若被授權人係從第三方，以與第三方產品（以下稱「OEM 應用程式」）搭售或其他合併購買或合併使用方式取得本軟體，表示被授權人業已取得限制授權。被授權人僅得配合與本軟體一同提供之 OEM 應用程式，來使用每份授權之本軟體複本。存取並非專門建立之資料或啟用 OEM 應用程式功能所必要之資料，將違反本授權。若該 OEM 應用程式必須使用資料超市 (Data Mart) 或資料倉儲 (Data Warehouse)，則 OEM 應用程式必須僅在存取由該 OEM 應用程式所建立或啟用其功能所必要的資料時，方可配合資料超市或資料倉儲存使用。限制授權不得與未受限之授權結合或搭配使用。
- 1.3.4 **Subscription License.** Unless otherwise agreed in writing between the parties, if the Software is licensed on a subscription basis, Licensee is granted a non-exclusive and non-transferable license to use the Software for a twelve-month term, renewable annually at Licensor’s then current rate or such other term as mutually agreed in writing by the parties.
- 訂閱授權。** 除雙方另以書面同意之外，若軟體是依訂閱為授權基準，則授予被授權人非獨佔且不可轉讓之授權，得使用軟體十二個月，並可依照授權人當時之費率或雙方以書面同意之其他條款每年進行續約。
- 1.3.5 **Development License.** Unless otherwise agreed in writing between the parties, if Licensee receives a development license, you may use the number and type of licenses acquired only to develop or test such developments. A development license cannot be used in or transferred to a production environment.
- 開發授權。** 除雙方另以書面同意之外，若被授權人取得開發授權，貴使用者得使用僅供開發或測試此類開發專案所取得的授權數量與類型。開發授權不得使用於或轉換為生產環境。
- 1.3.6 **Update License.** Unless otherwise agreed in writing between the parties, if you receive the Software as an update to a previously licensed product, your license to use the Software is limited to the aggregate number of licenses you have acquired for the previous product. If you choose to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses you acquired for the previous product.
- 更新授權。** 除雙方另以書面同意之外，若貴使用者取得的軟體係先前授權產品之更新，則貴使用者使用本軟體之授權僅限於針對先前產品所取得之授權總數。若貴使用者選擇同時使用本軟體及先前的產品，則用於存取本軟體及先前產品之授權總數不得超過貴使用者針對先前產品所取得之授權總數。
- 1.3.7 **Promotional License.** Unless otherwise agreed in writing between the parties, if you received the Software as a special offer or promotional license (“Promotional License”), you may only use the Promotional Licenses with a new Deployment. Promotional Licenses may not be added to or used with an existing Deployment or Project.
- 促銷授權。** 除雙方另以書面同意之外，若貴使用者係以特殊優惠或促銷授權（以下稱「促銷授權」）取得本軟體，則促銷授權僅限使用於新部署。促銷授權不得附加或使用於現有之部署或專案。
- 1.3.8 **Evaluation/Not for Resale License.** Unless otherwise agreed in writing between the parties, an Evaluation or Not for Resale License may be used only for the number and type of licenses specified and for the period specified on the Software packaging, ordering or shipping documentation. Upon expiration of such specified period, the Software associated with an Evaluation or Not For Resale license will not function unless Licensee has obtained applicable permanent license keys. If the ordering or shipping documentation specifies a particular project, the Software may be used only with that project. An Evaluation License may only be used for evaluation purposes and may not be used for production purposes. Notwithstanding any other provision of this Agreement, Software provided under an Evaluation or Not for Resale License are provided “AS-IS” without warranty of any kind, express or implied. An Evaluation License or Not for Resale License may be terminated by SAP upon written notice at any time.
- 評估/不得轉售授權。** 除雙方另以書面同意之外，評估或不得轉售之授權，僅限依本軟體之包裝、訂購或出貨文件所指定之期間及授權數量與類型使用。超過此特定期間之後，與評估或不得轉售授權相關之軟體將無法發揮功用，除非被授權人已經取得適用的永久授權碼。若訂購或出貨文件已指明某一專案，則本軟體僅可使用於該專案。評估授權僅限使用於評估用途，不得使用於生產用途。不論本合約之任何其他條款如何表述，依評估或不得轉售之授權所提供之軟體係依「現況」提供，不附任何類型之明確或隱含保證。SAP 得以書面通知，隨時終止評估授權或不得轉售授權。
- 1.3.9 **SAP Business One Software.** Additional terms and conditions related to the licensing of SAP Business One Software, including applicable Metrics and Package restrictions, are stated in Exhibit 6. Use of third party database products with SAP Business One may be subject to additional terms and conditions required by SAP’s suppliers. Such additional terms and conditions are set forth in Exhibit 4, “Pass-Through Terms for Third Party Databases.”
- SAP Business One 軟體。** 關於 SAP Business One 軟體的額外條款與條件（包括相關度量資訊與套件限制）載於附錄 6。使用含有 SAP Business One 的第三方資料庫產品時，應受 SAP 的供應商所要求的額外條款及條件約束。此類額外條款與條件載於附錄 4「第三方資料庫之轉付條款」。

2. METRICS

度量資訊

2.1 **Named User Principles and Metrics**

指定用戶原則與度量資訊

- 2.1.1 **Named User Principles.** Except as otherwise specifically provided in Sections 1.3.2, 2.4.1 and 3 hereof with respect to applicability of Named User Licenses, only appropriately licensed Named Users may Use a Package, and such Use shall be subject to the “Named User License” and the “Package License”, and be otherwise in accordance with the terms of the Agreement, unless otherwise set forth in Exhibit 3 hereto.

The transfer of a Named User License from one individual to another may only be done in if the individual to which the Named User License is assigned (i) is on vacation, (ii) is absent due to sickness, (iii) has his/her employment terminated, (iv) is moved into a new job function which no longer requires him/her to Use any Packages or (v) is subject to a condition that is otherwise agreed by SAP.

指定用戶原則。除本文件中第 1.3.2、2.4.1 條與第 3 條另提供之關於指定用戶授權的適用性說明外，僅有已適當授權之指定用戶得使用套件，且此類使用應受「指定用戶授權」與「套件授權」及其他符合本合約條款之約束，除非本文附錄 3 另行載明。若要將某人的指定用戶授權移轉給其他人，僅能在指定用戶授權指定之個人發生下列情形時為之：(i) 休假中、(ii) 因病缺席、(iii) 已結束其僱傭關係、(iv) 輪調至新工作職位，而無需再使用任何套件，或者 (v) 受其他經 SAP 同意條件之約束。

2.1.2 Important Note for Licensees with Contracts from June 2014 and earlier. Such Licensees may have licensed one of the following previous user types: mySAP.com Users, SAP Business Suite Users, SAP ERP Users, Individual SAP solutions Users, SAP Application Users, SAP BA&T Users.

針對 2014 年 6 月及之前合約被授權人之重要事項。此類被授權人可能已取得下列其中一種舊使用者類型的授權：mySAP.com User、SAP Business Suite User、SAP ERP User、Individual SAP Solutions User、SAP Application User、SAP BA&T User。

Licensees that have already licensed one or several of the above user types are permitted to license additional quantities of the same user types. Such Licensees are not permitted to license SAP Named Users within their existing license contract.

已獲得上述一種或數種使用者類型授權之被授權人，可將相同使用者類型授權給其他使用者，但此類被授權人不得對其現有授權合約內之其他 SAP 指定用戶進行授權。

2.1.3 Named User Metric – Categories, Types and Corresponding Definitions.

指定用戶度量資訊 – 類別、類型與相應之定義。

Named User Metrics, including categories, types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

指定用戶度量資訊，包含類別、類型與相應之定義均於附錄 2 中說明，該附錄已透過參考併入本文件。

2.1.4 Named User Exceptions:

指定用戶例外：

2.1.4.1 Suppliers

供應商

When accessing the following SAP Software Packages, suppliers do not require Named User licenses: SAP Extended Sourcing, SAP Extended Procurement, SAP Supplier Self Services, SAP Supplier Lifecycle Management, SAP SRM Rapid Deployment Edition, SAP Supplier Collaboration, SAP Customer Collaboration, SAP Outsourced Manufacturing, SAP Trade Promotion Planning for Consumer Products, SAP Trade Promotion Execution for Consumer Products, SAP Trade Funds and Claims Management for Consumer Products, SAP Subcontractor Management for Consumer Products, SAP Procurement for Public Sector, SAP Supplier Relationship Management & Logistics for Health Care.

供應商在存取下列 SAP 軟體套件時不需要指定用戶授權：SAP Extended Sourcing、SAP Extended Procurement、SAP Supplier Self Services、SAP Supplier Lifecycle Management、SAP SRM Rapid Deployment Edition、SAP Supplier Collaboration、SAP Customer Collaboration、SAP Outsourced Manufacturing、SAP Trade Promotion Planning for Consumer Products、SAP Trade Promotion Execution for Consumer Products、SAP Trade Funds and Claims Management for Consumer Products、SAP Subcontractor Management for Consumer Products、SAP Procurement for Public Sector、SAP Supplier Relationship Management & Logistics for Health Care。

2.1.4.2 Business Partners:

事業夥伴：

When accessing the following SAP Software Packages, Business Partners do not require Named User Licenses: SAP Contract Lifecycle Management.

事業夥伴在存取下列 SAP 軟體套件時不需要指定用戶授權：SAP Contract Lifecycle Management。

2.1.4.3 Customers:

客戶：

When accessing the following SAP Software Packages, customers do not require Named User Licenses: SAP Bill-To-Cash Management for Energy Utilities, SAP Bill-To-Cash Management for Water Utilities, SAP Bill-To-Cash Management for Waste and Recycling.

客戶在存取下列 SAP 軟體套件時不需要指定用戶授權：SAP Bill-To-Cash Management for Energy Utilities、SAP Bill-To-Cash Management for Water Utilities、SAP Bill-To-Cash Management for Waste and Recycling。

2.1.4.4 Employees:

員工：

When accessing the following SAP Software Packages, Employees do not require Named User Licenses: SAP IT Service Desk Operation, SAP Workforce Management for Retail.

員工在存取下列 SAP 軟體套件時不需要指定用戶授權：SAP IT Service Desk Operation、SAP Workforce Management for Retail。

2.1.4.5 Appraisers:

鑑定人：

When accessing the following SAP Software Package(s) appraisers do not require Named User Licenses: SAP Supplier Lifecycle Management.

鑑定人在存取下列 SAP 軟體套件時不需要指定用戶授權：SAP Supplier Lifecycle Management。

2.1.4.6 Consumers/Constituents:

消費者/委託人：

Individuals who are not employees of Licensee or Licensee's Business Partners and who purchase or receive goods and/or services from Licensee do not require Named User licenses unless otherwise set forth herein.

除本文件另有記載之外，個人若非被授權人或被授權人之事業夥伴之員工，且向被授權人購買或收受產品及/或服務不需要指定用戶授權。

2.2 **Package Principles and Metrics**

套件原則與度量資訊

2.2.1 Package Principles. Each Package is licensed based upon the Metric applicable to it, and in no case may Use of a Package exceed the License Level for which the Package is licensed.

套件原則。每個套件的授權均基於其適用的度量資料，且在任何情況下均不得以逾越該套件所獲授權之等級來使用套件。

2.2.2 Package Metrics – Types and Corresponding Definitions. Package Metrics, including types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

套件度量資訊 - 類型與相應之定義。套件度量資訊，包含類型與相應之定義均於附錄 2 中說明，該附錄已透過參考併入本文件。

3. **PACKAGE SPECIFIC TERMS / USE RULES**

套件特定條款/使用規則

3.1 Package Licenses. A Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms / Use rules applicable to such Package as outlined in Exhibit 3, which is incorporated herein by reference.

套件授權。附錄 3 所提及之任何套件的套件授權應包括並受限於特定條款/適用於附錄 3 概述之套件的使用規則，附錄 3 已透過參考併入本文件。

3.2 Applicability. This Section 3.2 applies to any Package (including, without limitation, databases) licensed pursuant to an Order Form and identified as a Third Party Software (including databases) in such Order Form (as used herein, "Third Party Software Package") and control over any conflicting terms set forth in the Agreement. All Third Party Software Packages are restricted for Use solely in conjunction with the particular Package intended by SAP to be used therewith or with which SAP provides the Third Party Software Package, and Third Party Software Packages may not be used with any other Package, or on an individual basis. Unless otherwise specifically provided in Section 3 of the Use Terms, any Use of the Third Party Software Packages (whether productive or non-productive) shall count against the Licensed Level for any applicable Metric.

適用性。第 3.2 條適用於依據訂購單所授權之任何套件 (包括但不限於資料庫) 以及在此類訂購單中明確認定為第三方軟體 (包括資料庫) 的任何套件 (如本文件所使用之「第三方軟體套件」)，且優先性高於本合約中所載之任何衝突條款。所有第三方軟體套件僅限於與 SAP 預定相搭配之特定套件搭配使用，或與 SAP 所提供第三方軟體套件之主套件搭配使用，且第三方軟體套件不得搭配任何其他套件，或單獨使用。除使用條款之第 3 條中另有具體說明外，任何第三方軟體套件 (不論為正式作業或非正式作業) 之使用，均應視為違反任何適用之度量資料的授權層級。

3.2.1 **Exceptions from GTC for Third Party Software Packages.**

GTC 關於第三方軟體套件之例外

3.2.1.1 Section 6.3 (Modification / Add-on) of the GTC shall not apply to any Third Party Software Packages unless otherwise set forth herein. Licensee shall not make Modifications or Add-ons to Third Party Software Packages, or otherwise modify Third Party Software Packages unless expressly authorized by SAP in writing.

除本文件另有記載之外，GTC 第 6.3 條之內容 (修改/附加元件) 不適用於任何第三方軟體套件。除非 SAP 明確以書面授權，否則被授權人不得製作第三方軟體套件之修改或附加元件，或以其他方式修改第三方軟體套件。

3.2.1.2 Limitation of Liability. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, WITH RESPECT TO ANY AND ALL CLAIMS AND DAMAGES OF ANY KIND OR NATURE IN ANY WAY ARISING FROM OR RELATED TO THE THIRD PARTY SOFTWARE LICENSED PURSUANT TO AN ORDER FORM REFERENCING THESE USE TERMS, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES FOR THE APPLICABLE THIRD PARTY SOFTWARE DIRECTLY CAUSING THE DAMAGES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.

責任限制。任何違反本合約之情事，不論來自或與依據提及這些使用條款之訂購單的第三方軟體授權相關的任何形式或任何性質的主張或損害，對於彼此或與任何其他或與實體，SAP 或其授權人均不負擔適當第三方軟體直接造成之損害所超過之已支付的授權費用部分；也不應負擔任何特殊性、隨附性、或間接性損害、商譽或業務利潤之損失、作業停工、資料損失、電腦當機或故障，或者懲罰性或刑罰性損害的任何金額。

3.3 **Databases**

資料庫

3.3.1 If a runtime database is licensed and the Order Form does not exclude any Packages licensed thereunder from such runtime database license, then the following terms shall govern Licensee's Use of such runtime database:

若執行階段資料庫已獲授權且訂購單未從此類執行階段資料庫授權排除根據該訂購單授權之任何套件，則被授權人使用此類執行階段資料庫應受下列條款規範：

3.3.1.1 Licensee may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Packages licensed pursuant to such Order Form. In the event Licensee Uses the licensed runtime database other than as specified in this

paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.

被授權人僅得使用依據提及這些使用條款之訂購單授權之執行階段資料庫，搭配依據此類訂購單授權之套件使用。被授權人使用非本段落指定之授權執行階段資料庫時，必須直接從授權廠商取得完整使用授權，包含程式設計工具。

3.3.2 If a runtime database is licensed and the Order Form excludes certain Software Packages licensed thereunder from such runtime database license ("Excluded Components"), then the following terms shall govern Licensee's Use of such runtime database:

若執行階段資料庫已獲授權且訂購單排除依據此類執行階段資料庫授權之特定軟體套件（以下稱「已排除元件」），則被授權人的使用該執行階段資料庫時應受下列條款規範：

3.3.2.1 Licensee may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Packages licensed pursuant to such Order Form that are not Excluded Components. In the event Licensee Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.

被授權人僅得使用依據提及這些使用條款之訂購單授權之執行階段資料庫，搭配依據非已排除元件之此類訂購單授權之套件使用。被授權人使用非本段落指定之授權執行階段資料庫時，必須直接從授權廠商取得完整使用授權，包含程式設計工具。

3.3.2.2 The Excluded Components may require a database product. Respective to the Excluded Components: (i) neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of the Excluded Components; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

已排除元件可能需要資料庫產品。對於已排除元件：(i) 訂購單或本合約均不包含使用任何資料庫產品的授權，即使已整合或預先安裝為已排除元件之一部分亦然；(ii) 各個資料庫產品受其相關廠商授權合約規範；(iii) 關於任何授權的條款或直接從第三方廠商獲得之任何資料庫產品之作業，SAP 不對其做聲明或擔保；且 (iv) 被授權人需負責支援與維護從第三方廠商取得之任何資料庫產品，且 SAP 無需對此部分負責。

3.3.3 If a runtime database is not licensed, then the following terms shall apply:

若執行階段資料庫未獲授權，則應適用下列條款：

3.3.3.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to such Packages: (i) neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of such Software and/or third party software; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

依據提及這些使用條款之訂購單授權的套件可能必需安裝資料庫產品。對於此類套件：(i) 訂購單或本合約均不包含使用任何資料庫產品的授權，即使已整合或預先安裝為此類軟體及或第三方軟體之一部分亦然；(ii) 各個資料庫產品受其相關廠商授權合約規範；(iii) 關於任何授權的條款或直接從第三方廠商獲得之任何資料庫產品之作業，SAP 不對其做聲明或擔保；且 (iv) 被授權人需負責支援與維護從第三方廠商取得之任何資料庫產品，且 SAP 無需對此部分負責。

3.3.4 **Database Deployment And Communication Rights And Restrictions (Segregated Database Landscape):** The following shall apply where Licensee: (a) licenses a TPD (as defined below) for Use with some, but not all, SAP Software Packages(s) and/or Named User(s) that are SAV relevant for such TPD; and/or (b) licenses a TPD and any Package(s) having "S/4 HANA" in the Package name or otherwise identified in the Agreement as an "S/4 HANA" Package.

資料庫部署與溝通權利及限制 (分離式資料庫平台)：下述情形適用於被授權人 (a) 授權使用 TPD (定義如下) 某些但非全部的 SAP 轉體套件之使用及/或與該 TPD 相關之 SAV 指定用戶；(b) 授權一項 TPD 及包含「S/4 HANA」字樣的套件名稱，或本合約定義之其他「S/4 HANA」套件。

3.3.4.1 Notwithstanding anything to the contrary in the Agreement, where some of the Software and third party software (excluding "TPD" as later defined) licensed under the Agreement ("SW") is licensed for Use with a third party runtime database also licensed under the Agreement ("TPD"), and some SW is not licensed for Use with such TPD, then the following deployment and communication rights and restrictions shall apply:

縱使本合約有任何相反之規定，若在本合約下授權的某些軟體或第三方軟體 (不含「TPD」，定義如下) (下稱「SW」)，其所獲得的使用授權，須隨同基於本合約而獲得授權之第三方 runtime 資料庫 (下稱「TPD」) 方能使用，且某些 SW 未獲授權得隨同該 TPD 來使用，則下列部署與通訊權利和限制應適用：

(a) **Deployment Rights & Restrictions.** As referenced herein, "Technical Installation" means a deployment of SW running on a unique database instance. Subject to any applicable SAP database license fees and Section 1.5 (S/4HANA Packages) of this SUR, SW licensed for Use with such TPD can be deployed in any of the following "Installation Types":

部署權限。如此處所指稱，「技術安裝」係指在特殊的資料庫執行個體上執行的軟體部署。需適用任何相關之 SAP 資料庫授權費用 以及本 SUR 第 1.5 節 (S/4HANA 套件) 規範，授權得隨同該 TPD 使用的軟體可部署於下列任何的「安裝類型」：

(1) **"Type 1 Installation"** means any Technical Installation upon which all SW deployed is licensed for Use with, and is running on, such TPD;

「類型 1 安裝」係指所有部署在技術安裝上的 SW，亦授權供隨同及執行該 TPD 之使用；

- (2) **“Type 2 Installation”** means any Technical Installation upon which all SW deployed is licensed for Use with, but is not running on, such TPD; and,
「**類型 2 安裝**」係指所有部署在技術安裝上的 SW，亦授權供隨同該 TPD 之使用，但並非供作在該 TPD 上執行；以及
- (3) **“Type 3 Installation”** means any Technical Installation upon which none of the SW, or only a portion of the SW, deployed is licensed for Use with such TPD, and therefore a TPD is not deployed and/or running.
「**類型 3 安裝**」係指所有部署在任何技術安裝上的 SW，亦全部或部分未獲授權可隨同該 TPD 使用，是以 TPD 亦未經部署和/或執行。

SW not licensed for Use with a TPD can only be deployed in Type 3 Installations and is subject to any applicable SAP database license fees. The Technical Installation(s) for each Installation Type must be separate from the Technical Installation(s) used for other Installation Types.

未獲授權得隨同該 TPD 使用的 SW 僅能部署於類型 3 安裝，需受任何適用之 SAP 資料庫授權費用規範。每一種安裝類型下的技術安裝必須與其他安裝類型所使用的技術安裝區隔。

(b) **Installation Communication Rights and Restrictions.**

安裝溝通權利及限制

- (1) **Between Type 1 Installation and Type 2 Installation.** Bi-directional communication (including data transfers) shall be permitted between SW and/or TPD in Type 1 Installations and SW in Type 2 Installations.

類型 1 安裝與類型 2 安裝。 雙方的通訊 (包含數據傳輸) 應獲准在類型 1 安裝的 SW 和/或 TPD 及類型 2 安裝的 SW 間進行。

- (2) **Between Type 1 Installation and Type 3 Installation.**

類型 1 安裝與類型 3 安裝

(A) **Database Level Communication.** Communication (including data transfers) at the database level shall be limited to a *one-time productive* transfer of data (“Initial Data Load”) directly from TPD in Type 1 Installation to SAP HANA Software in Type 3 Installation. For purposes of clarification, unlimited transfers of data directly from TPD in Type 1 Installation to SAP HANA Software in a separate, non-productive Type 3 Installation shall be permitted prior to conclusion of the Initial Data Load.

資料庫層級通訊。 資料庫層級的通訊 (包含數據傳輸) 必須限縮在 一次性的生產數據傳輸 (「初始數據負載」), 直接從類型 1 安裝的 TPD 到類型 3 安裝的 SAP HANA 軟體。為求明確, 應獲准從類型 1 安裝的 TPD 到獨立非生產性類型 3 安裝的 SAP HANA 軟體間的無限制數據傳輸, 然後再結束初始數據負載。

(B) **Application Level API Communication.** Bi-directional communication (including data transfers) occurring via “Application Level APIs” is permitted. “Application Level APIs” are those application programming interfaces delivered as part of the licensed SW, excluding all application programming interfaces/technologies when such interfaces/technologies are used to communicate with and/or replicate data at a database level.

應用程式層級的 API 通訊。 應獲准透過「應用程式層級 API」進行所有的雙向通訊 (包含數據轉移)。「應用程式層級 API」為隨同授權 SW 一併提供的應用程式介面, 不含在資料庫層級通訊及/或複製數據的所有應用程式介面/技術。

- (3) **Between Type 2 Installation and Type 3 Installation.**

類型 2 安裝與類型 3 安裝

(A) **SAP HANA Level Communication.** Communication (including data transfers) at the SAP HANA Software level shall be limited to *one-way* transfers of data directly from SW in Type 3 Installations to SAP HANA Software in Type 2 Installations.

SAP HANA 層級通訊。 SAP HANA 軟體層級的通訊 (包含數據傳輸) 必須限縮在 單向的數據傳輸, 直接從類型 3 安裝的 SW 到類型 2 安裝的 SAP HANA 軟體。

(B) **Application Level API Communication.** Bi-directional communication (including data transfers) occurring via Application Level APIs is permitted.

應用程式層級的 API 通訊。 應獲准透過應用程式層級 API 進行所有的雙向通訊 (包含數據轉移)。

- (4) Other than those database level communication (including data transfer) rights permitted in Sections (b)(1) and (b)(2)(A) above, all communication (including data transfers) between any technology and any TPD must occur exclusively through Application Level APIs and not directly with such TPD.

在上述第 (b)(1) 與 (b)(2)(A) 節中已允許這些資料庫層及通訊 (包括資料轉移) 權利以外的其他權利, 因此任何技術與 TPD 皆必須僅透過應用程式層級 API 產生, 而非直接透過此類 TPD。

3.3.5 **Standalone Use for Third Party Databases**

第三方資料庫之獨立使用

If an Order Form referencing these Use Terms includes a Standalone Use restriction, then the following terms shall apply:

若引用這些使用條款的訂購單包含獨立使用限制，則應適用下列條款：

- 3.3.5.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to Packages: (i) neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of such Software and/or third party software; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

依據提及這些使用條款之訂購單授權的套件可能必需安裝資料庫產品。對於套件：(i) 訂購單或本合約均不包含使用任何資料庫產品的授權，即使已整合或預先安裝為此類軟體及或第三方軟體之一部分亦然；(ii) 各個資料庫產品受其相關廠商授權合約規範；(iii) 關於任何授權的條款或直接從第三方廠商獲得之任何資料庫產品之作業，SAP 不對其做聲明或擔保；且 (iv) 被授權人需負責支援與維護從第三方廠商取得之任何資料庫產品，且 SAP 無需對此部分負責。

3.3.6 **Pass-Through Terms**

轉付條款

Use of third party database products and directories may be subject to additional terms and conditions required by SAP's suppliers. Such additional terms and conditions are set forth in Exhibit 4, "Pass-Through Terms for Third Party Databases" and Exhibit 5 "Pass-Through Terms for Directories," respectively.

使用第三方資料庫產品及目錄時，應受 SAP 的供應商所要求的額外條款及條件約束。此類額外條款與條件說明於附錄 4，分別為「第三方資料庫之轉付條款」，以及附錄 5，即「目錄之轉付條款」。

3.4 **Open Source Software**

開放原始碼軟體

Applicable specific conditions related to certain open source products made available by SAP are part of the applicable product documentation and/or delivered with the Software as a "README" file and apply to Licensee's use of any such open source products. The definition of open source can be found under www.opensource.org/.

對於由 SAP 提供之特定開放來源產品的適用特定條件，是適當產品文件的一部分且/或以「讀我」檔的形式隨附於軟體中，並適用於任何此類開放原始碼產品的被授權人使用。您可在 www.opensource.org/ 找到開放原始碼的定義。

3.5 **SAP Best Practices**

SAP 最佳實務

Software Packages may be delivered with settings and master data that have been pre-configured to address generalized requirements of a specific industry sector or country (SAP Best Practices).

軟體套件得隨附於已預先配置之設定與主要資料，以因應特定產業部門或國家之一般需求 (SAP 最佳實務)。

It is Licensee's responsibility to determine the feasibility of using SAP Best Practices as a basis for its own customizations and parametrizations of the SAP Software in a productive environment.

於生產環境自訂 SAP 軟體與設定參數時，被授權人必須負責判斷採用 SAP 最佳實務是否可行。

3.6 **SAP Tools**

SAP 工具

The Software, particularly the ABAP Workbench and SAP NetWeaver, contains software tools. Licensee may only use these tools to program Modifications or to create Add-ons to the SAP software in accordance with the Agreement. The tools may not be transferred, either in whole or in part, into modified or created software.

軟體包含軟體工具，特別是 ABAP 工作檯與 SAP NetWeaver。依照本合約，被授權人僅能使用這些工具對 SAP 軟體進行程式修改或建立附加元件。這些工具 (不論整體或一部分) 均不得轉換為已修改過或新建立之軟體。

3.7 **Function Modules**

功能模組

The Software may contain function modules, which are stored in a function library. Some of these function modules carry a release indicator for transfer into modified or newly created software. Only these function modules may be transferred by the Licensee into Modifications or Add-ons to the software. The function modules may not be modified or decompiled unless otherwise permitted under the Agreement.

軟體得含有儲存於功能程式庫的功能模組。其中部分功能模組含有發行版本指示符，可供轉換為修改或新開發之軟體。被授權人僅能將這些功能模組轉換成為對軟體的修改或附加元件。非經本合約允許，不得對功能模組進行修改或解編。

Exhibit 1 - Legacy SBOP Software

附錄 1 - 舊版 SBOP 軟體

Legacy SBOP

舊版 SBOP

Business Intelligence
Business Intelligence
SAP BusinessObjects BI Starter Package SAP BusinessObjects BI Starter 套件
SAP BusinessObjects BI Package (CPU) SAP BusinessObjects BI 套件 (CPU)
SAP BusinessObjects BI Package (user) SAP BusinessObjects BI 套件 (使用者)

Exhibit 2 - Named User Metrics and Package Metrics

附錄 2 - 指定用戶度量資訊與套件度量資訊

SAP Named User – Cross Line Of Business

SAP 指定用戶 – 跨業務部門

SAP Developer User is a Named User authorized to access the development tools provided with the licensed Software for the purpose of making Modifications and/or Add-ons to the licensed Software. The SAP Developer User also includes the rights granted under the SAP Employee User.

SAP Developer User 係獲得授權的指定用戶，得基於修改授權軟體及/或為其增加附加元件等需求，存取隨附於授權軟體的開發工具。SAP Developer User 亦包括根據 SAP Employee User 所取得的授權。

SAP Learning User is a Named User solely authorized to access the specified learning solutions on SAP's price list, provided that those learning solutions are licensed.

SAP Learning User 係獲得授權的指定用戶，僅得存取 SAP 價目表中之指定學習解決方案，前提是這些學習解決方案皆在授權範圍內。

SAP Professional User is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the the SAP Project User, SAP Logistics User, SAP Industry Portfolio User, SAP Retail User, SAP Worker User, SAP Healthcare User and SAP Business Partner User.

SAP Professional User 係獲得授權的指定用戶，得擔任授權軟體 (不包括 SBOP) 支援的作業相關角色和系統行政/管理角色，並且亦包括根據 SAP Project User、SAP Logistics User、SAP Industry Portfolio User、SAP Retail User、SAP Worker User、SAP Healthcare User 和 SAP Business Partner User 所取得的授權。

SAP Project User is a Named User authorized to perform one or more of the following roles supported by the licensed Software (excluding SBOP): (i) project management, including project-related resource management, project-related creation, change and display of quotation, order and billing in SAP ERP, accounting on individual projects, creation of project-related purchase requests, purchase orders and service entry sheets, (ii) product and project related reporting, (iii) managing project-related revenues and expenses (iv) viewing Accounts Receivable (A/R) General Ledger (G/L) postings, (v) controlling access and releasing product data and recipes in collaborative product development scenarios, (vi) viewing and approving changes through engineering records, (vii) managing change through engineering records, (viii) collaborating in cFolders and , (ix) interfaces to 3rd party authorized authoring tools. The SAP Project User also includes the rights granted under the SAP Manager Self-Service User.

SAP Project User 係獲得授權的指定用戶，得擔任下列一個或多個授權軟體 (不包括 SBOP) 支援的角色：(i) 專案管理，包括專案相關資源管理、專案相關建立、在 SAP ERP 中變更和顯示報價、訂單和請款、個別專案會計、建立專案相關的採購請求、採購訂單和服務輸入單，(ii) 產品及專案相關的報告，(iii) 管理專案相關的收入和費用，(iv) 檢視應收帳款 (A/R) 總帳 (G/L) 發佈，(v) 在協同合作產品開發方案中控制存取並釋出產品資料和生產參數，(vi) 透過工程記錄檢視並核准變更，(vii) 透過工程記錄管理變更，(viii) 在 cFolders 中協同合作，以及 (ix) 透過介面連接至第三方授權編製工具。SAP Project User 亦包括根據 SAP Manager Self-Service User 所取得的授權。

SAP Named User – Line Of Business

SAP 指定用戶 – 業務部門

SAP Employee User is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) Use (excluding the right to modify and/or customize) standard and interactive reports related to those SAP Employee User's tasks listed in this definition only, and delivered with the licensed Software, (ii) travel planning / expense reporting self-services, (iii) perform procurement self-services, and (iv) room reservation self-services. The SAP Employee User also includes the rights granted under the SAP Learning User and the SAP Employee Self-Service User.

SAP Employee User 係擔任由授權軟體 (不包括 SBOP) 支援之下列角色之授權指定用戶，一律僅供個人使用且禁止他人或代表他人使用：(i) 使用授權軟體提供之僅與此定義中 所列 SAP Employee User 工作相關的標準與互動式報表 (不包括修改和/或自訂之權利)，(ii) 差旅規劃/費用報表製作自助服務，(iii) 執行採購自助服務，(iv) 訂房自助服務。SAP Employee User 亦包括根據 SAP Learning User 和 SAP Employee Self-Service User 所取得的授權。

SAP Employee Self-Service User is a Named User authorized to perform the HR self-services role of (i) employee time and attendance entry, (ii) employee appraisals, (iii) talent and skill profiles, and (iv) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals. The SAP ESS User also includes the rights granted under the SAP Employee Self-Service Core User.

SAP Employee Self-Service User 係獲得授權的指定用戶，得擔任以下方面的 HR 自助服務角色，包括 (i) 輸入員工時間和出勤，(ii) 員工考核，(iii) 人才與技能記錄檔，以及 (iv) 授權軟體 (不包括 SBOP) 支援之記錄檔配對，惟一律僅供使用者本人使用，禁止他人或代表他人使用。SAP ESS User 亦包括根據 SAP Employee Self-Service Core User 所取得的授權。

SAP Employee Self-Service Core User is a Named User authorized to perform the following HR self-services roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) employee records maintenance, (ii) employee directory, (iii) benefits and payment, (iv) leave management and (v) E-Recruiting. Further, an SAP Employee Self-Service (ESS) Core User is also authorized to access "Non-SAP Content" that resides on Licensee's "SAP Portal", so long as accessing such Non-SAP Content does not require or result in any Use of the licensed Software (beyond access to such Non-SAP Content as it resides on Licensee's SAP Portal). As used in this ESS Core User definition, (i) "Non-SAP Content" means information created through no Use of the licensed Software and (ii) "SAP Portal" means any portal created by Licensee Using SAP Enterprise Portal Software (as provided with the licensed SAP NetWeaver Software) which provides appropriately licensed Named Users a common access point by which to Use licensed SAP Software.

SAP Employee Self-Service Core User 係擔任由授權軟體 (不包括 SBOP) 支援之下列 HR 自助服務角色之授權指定用戶，一律僅供個人使用且不供他人/代表他人使用：(i) 員工記錄維護，(ii) 員工名單，(iii) 津貼與付款服務，(iv) 請假管理以及 (v) E-Recruiting。此外，SAP Employee Self-Service (ESS) Core User 亦獲授權存取位於被授權人「SAP 入口網站」的「非 SAP 內容」，前提是 (在存取位於被授權人 SAP 入口網站的非 SAP 內容之外) 存取此類「非 SAP 內容」無需使用或不致使用任何授權軟體。在本「ESS Core User」定義中：(i)「非 SAP 內容」代表非藉由授權軟體建立之資訊、(ii)「SAP 入口網站」代

表由被授權人使用 SAP Enterprise Portal 軟體 (隨附於授權的 SAP NetWeaver 軟體) 建立之所有入口網站, 為受適當授權的指定用戶提供使用授權 SAP 軟體的共用存取點。

SAP Logistics User is a Named User solely authorized to perform following tasks for the applicable licensed Software (excluding SBOP):

SAP Logistics User 係獲得授權的指定用戶, 僅得針對適用的授權軟體執行下列作業 (不包括 SBOP):

- **Transportation Management:** To look up a freight contract, tracking a certain shipment and similar activities, update master data (rates, lanes, locations), manage transportation request entries, transportation planning, responding to RFP (request for proposal) for viewing and confirmation of events, charge calculation verification and similar activities.

運輸管理: 查詢貨運合約、追蹤特定出貨和類似活動、更新主要資料 (包括費率、航道、位置等)、輸入管理運輸要求、運輸規劃、就提供事件檢視和確認而回應 RFP (提案要求)、費用計算確認和類似活動。

- **Warehousing:** To confirm goods receipts and put away, deconsolidate goods upon receipt, pick at pick points, manage stock movements including replenishment, perform production staging and enter physical inventory counts, packing, or confirming VAS (value added services) and performing scheduling activities for dock door appointments. The SAP Logistics Users may access the Software through radio frequency mobile devices.

倉儲: 確認收貨及儲藏、收貨時的拆箱、在提貨點提貨、管理庫存移動 (包括補貨)、執行生產及輸入實際盤存計數、包裝或確認 VAS (加值服務) 以及針對站台門預約執行排程活動。SAP Logistics Users 可透過無線射頻行動裝置存取軟體。

- **Track and Trace:** To view a serialized and/or any tracked object, such as querying its current or past location or ascertaining product genealogy; to access product traceability solutions, to report goods movement or view traceability reports, To view the status of defined supply chain events, expected or unexpected, e.g. delayed shipment of a sales order, change to a purchase order confirmation and to perform confirmation of or changes to supply chain events, e.g. update a change to a production order date or quantity.

追蹤和追溯: 檢視系列化和/或任何追蹤物件, 例如查詢其目前或過去所在位置, 或確認產品譜系; 存取產品可追溯性解決方案; 報告貨物動向或檢視可追溯性報告; 檢視定義之預期或意外供應鏈事件的狀態, 如銷售訂單延遲裝運及訂購單確認之變更; 確認或變更供應鏈事件, 如更新訂購單日期或數量的變更。

For Licensee employees, the SAP Logistics User also includes the rights granted under the SAP Employee User

針對被授權人之員工, SAP Logistics User 亦包括根據 SAP Employee User 所取得的授權。

SAP Worker User is a Named User working in Licensee's production facilities or as a maintenance worker who is solely authorized to perform one or more of the following roles supported by the licensed Software (excluding SBOP): (i) display work instructions, and document activities and operations, (ii) confirm goods receipts, goods issues, stock movements and completion confirmations into maintenance work orders, (iii) enter production order confirmations, (iv) record product or production information, e.g. quality inspection results or plant/process/equipment data, (v) enter production issues and related service requests, (vi) submit purchase requisitions for tools, spare parts for production equipment, etc. (vii) confirm maintenance notifications, (viii) enter service requests and service entry sheet, (ix) any maintenance activities, reporting or dash-boarding related to the items set forth above. The SAP Worker User also includes the rights granted under the SAP Employee User.

SAP Worker User 係在被授權人生產設施中工作的指定用戶, 或作為維護工作人員, 僅止於獲准執行授權軟體 (不包括 SBOP) 支援之下列一或多個角色:

(i) 顯示工作指示及記錄活動與操作、(ii) 確認收貨、發貨和庫存異動以及完成確認到維護工作訂單、(iii) 輸入生產訂單確認、(iv) 記錄產品或生產資訊 (例如品質檢驗結果或工廠/程序/設備資料)、(v) 輸入生產問題和相關服務要求、(vi) 提交工具、生產設備的備件等的請購單、(vii) 確認維護通知單、(viii) 輸入服務要求和服務輸入單、(ix) 與上述事項相關之維護活動、報告或儀器板呈現。SAP Worker User 亦包括根據 SAP Employee User 所取得的授權。

SAP Business Partner User is a Named User who is an employee of a Business Partner accessing the licensed Software (excluding SBOP) solely to perform operational related tasks within standard business-to-business scenarios.

SAP Business Partner User 係指業務合作夥伴之員工, 為了執行屬於標準企業對企業方案的營運相關職務, 方能存取授權軟體 (不含 SBOP) 之指定用戶。

SAP Manager Self-Service User is a Named User authorized to perform one or more of the following manager self-services roles: (i) request administrative changes using processes and forms contained within Human Capital Management, (ii) create requisition requests and candidate assessments, (iii) perform talent assessments and appraisals, (iv) plan and approve compensation, (v) view budget overviews, (vi) organize project management tasks, (vii) perform planning tasks, (viii) approve travel requests and expenses, and (ix) perform HR and procurement workflow tasks related to the manager's direct report or business unit/department.

SAP Manager Self-Service User 係獲得授權的指定用戶, 得擔任下列一或多個經理自助服務角色: (i) 使用 Human Capital Management 內含的流程和表單要求管理異動、(ii) 建立採購要求和應聘人選評估、(iii) 執行人才評估和考核、(iv) 規劃和核准報酬、(v) 檢視預算總覽、(vi) 組織專案管理工作、(vii) 執行規劃工作、(viii) 核准差旅請求與費用、(ix) 執行與經理直接呈報或事業單位/部門相關之人力資源與採購工作流程工作。

These roles must be directly related to the employees and business unit/department for which the manager is responsible, supported by the licensed Software (excluding SBOP), and related to Human Capital Management only. The SAP Manager Self-Service User also includes the rights granted under the SAP Employee User.

這些角色必須與經理所負責之員工及事業單位/部門直接相關, 且由授權軟體 (不包括 SBOP 且僅與 Human Capital Management 有關) 支援。每位 SAP Manager Self-Service User 亦包括根據 SAP Employee User 所取得的授權。

SAP Named User - Industry

SAP 指定用戶 – 產業

SAP Health Care User is a Named User who is an employee of Licensee in hospital wards or outpatient clinics who is solely authorized to perform patient care related roles (excluding patient administration, billing, coding and call center roles) supported by the licensed Software and is solely authorized to access directly and indirectly the specified industry packages for Healthcare on SAP's price list, provided that those packages are licensed by Licensee. The SAP Healthcare User is not entitled to access other SAP solutions or solution components.

SAP Health Care User 係醫院或診所內屬於被授權人工員的指定用戶, 僅得扮演授權軟體支援的病患照護相關角色 (不包括病患管理、請款、編碼及客服

中心角色), 且 僅得直接或間接存取 SAP 價目表中之 Healthcare 行業套件, 前提是這些套件皆須獲得授權。SAP Healthcare User 無權存取其他 SAP 解決方案或解決方案元件。

SAP Industry Portfolio User is a Named User solely authorized to access the specified industry packages on SAP's price list, provided that those packages are licensed. The SAP Industry Portfolio User is not entitled to access other SAP solutions or solution components. The SAP Industry Portfolio User also includes the rights granted under the SAP Employee User.

SAP Industry Portfolio 係獲得授權的指定用戶, 僅得存取 SAP 價目表內之指定行業套件, 前提是這些套件皆須獲得授權。SAP Industry Portfolio User 無權存取其他 SAP 解決方案或解決方案元件。SAP Industry Portfolio User 亦包括根據 SAP Employee User 所取得的授權。

External business partners in the industries Insurance, Media and Automotive collaborating with the Licensee need to be licensed as SAP Industry Portfolio Users. Those business partners are not entitled to access other SAP solutions or solution components besides the specified industry packages. 與被授權人協作的保險、媒體和汽車等產業中的外部業務夥伴需要取得作為 SAP 產品組合使用者的授權。除了特定的行業套件, 這些業務夥伴還無權存取其他 SAP 解決方案或解決方案元件。

Cerner i.s.h.med User is a named user who solely has access to Cerner i.s.h.med from SAP functionality and is given access to Cerner i.s.h.med from SAP through appropriate authorizations. Cerner i.s.h.med Users are not entitled to access any other SAP solution or solution component in particular they are not authorized to access any functionality of the SAP Patient Management industry package.

Cerner i.s.h.med User 係僅擁有 SAP 之 Cerner i.s.h.med 功能存取權的指定用戶, 並透過適當的授權, 自 SAP 存取 Cerner i.s.h.med。Cerner i.s.h.med User 無權存取任何其他 SAP 解決方案或解決方案元件, 尤其無權存取 SAP Patient Management 產業套件的任何功能。

SAP Retail User is a Named User working in Licensee's retail store as an associate who is solely authorized to perform non-managerial retail store / point-of-sale related roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Employee User.

SAP Retail User 係獲得授權且在被授權人之零售商店擔任合夥人的指定用戶, 僅得擔任授權軟體 (不包括 SBOP) 支援的非管理性質零售商店/銷售點相關角色, 並且亦包括根據 SAP Employee User 所取得的授權。

SAP Named User - Platform User

SAP 指定用戶 – 平台使用者

SAP Platform User is a Named User authorized to Use licensed Software through a separate SAP, Partner, or customer application that connects to and/or communicates with SAP Software through published SAP application programming interfaces.

SAP 平台使用者係獲得授權使用授權軟體的指定用戶, 其可在已發佈的 SAP 應用程式設計介面透過個別 SAP、夥伴或客戶應用程式連線至 SAP 軟體和/或與其通訊。

SAP Platform User for Productivity Apps is a Named User authorized to Use licensed Software solely through one or more Productivity App(s).

SAP Platform User for Productivity Apps 係獲得授權的指定用戶, 僅透過一個或多個 Productivity App 使用授權軟體。

Remaining Metrics

剩餘度量資訊

REMAINING METRICS - A

剩餘度量資訊 - A

Assets

資產

Assets are master records defined for pieces of equipment that the customer has identified in their system, as being critical to their operations that will be modelled and monitored by the software. An equipment master record can be configured as a single item (e.g. a crane), or as a "multi-part equipment" (which could have, e.g., 100 drilling machines in inventory), in both cases only one equipment master record is counted for pricing.

資產定義為客戶已在其系統識別之設備的主記錄, 由於對其運作至關重要, 將由軟體建立模型及監控。設備主要記錄可設定為單一項目 (例如起重機) 或「多零件設備」(例如具有 100 台鑽床機的庫存), 無論是單一項目或多零件設備, 定價只計入一個設備主要記錄。

Assets under management of the insurance company which uses the product is the sum of all relevant financial assets as disclosed in the latest annual statement of the legal entity in a fiscal year.

本產品之保險公司**受管理資產**為法律實體於會計年度所揭露之最新年度報表中所有相關財務資產的總和。

If the customer does not disclose a comprehensive annual statement, the customer will report on an annual basis the respective information to SAP.

若客戶並未揭露符合規範之年度報表, 須逐年提供個別資訊予 SAP。

If the product shall be licensed only for a subdivision of the insurance company the respective license contract requires an explicit definition.

若本產品僅取得保險公司子部門之授權, 則個別授權合約須另行明確定義。

For non-Insurance companies, the revenue of the company should apply as the basis for the calculation of the price.

針對非保險公司, 公司之收益應該當作價格計算的基礎。

For SAP Leasing for Banking:

對於 SAP Leasing for Banking :

Assets under management represent (i) the book value / amount financed of capital or financed leases including residuals whether owned or managed for others (ii) the book value of assets on operating lease contracts owned or managed for others (iii) the book value of loans and other receivables (iv) the book value of assets intended for leasing business (v) the value of related services over a prior consecutive 12 months period.

受管理資產表示 (i) 資本或融資租賃的帳面價值/金額 (包括殘差, 不論是為他人負責還是管理) (ii) 為他人負責或管理租賃契約之營運資產的帳面價值 (iii) 貸款和其他應收帳款的帳面價值 (iv) 專用於租賃業務的資產的帳面價值 (v) 先前連續 12 個月期間內相關服務的價值。

REMAINING METRICS - B

剩餘度量資訊 - B

Barrel of Oil Equivalent per Day (BOEPD) Barrel of Oil Equivalent per Day (BOEPD) is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons from both conventional and unconventional sources over the prior 12 month consecutive months or, where historical data is not available, over the planned or estimated future 12 months. For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD can be accomplished by using one of the calculators at:

每日桶油當量 (BOEPD) 每日桶油當量 (BOEPD) 是石油及天然氣產業的計量單位, 用以加總來自傳統來源和非傳統來源之先前 12 個連續月份中 (或在歷史數據不可用時, 為計劃或預期的未來 12 個月內) 所生產、排程或銷售的碳氫化合物量。例如, 雖然天然氣的生產量通常以每期間的體積來計量, 例如每天的立方公尺數, 但仍需轉換為等量的桶油當量, 以便在一致的度量標準下, 判斷所生產之石油及天然氣的總量。BOEPD 的轉換可以透過下列計算機之一來完成:

<http://www.rigzone.com/calculator/default.asp>

<http://www.bp.com/en/global/corporate/about-bp/energy-economics/statistical-review-of-world-energy/using-the-review/Conversionfactors.html>

For SAP Upstream Contracts Management for O&G and for SAP Upstream Operations Management for O&G:

對於 SAP Upstream Contracts Management for O&G 和 SAP Upstream Operations Management for O&G :

BOEPD represents hydrocarbons produced. If pricing cannot be based on BOEPD produced (new ventures with no crude or gas production), the planned or estimated production of the venture shall apply.

BOEPD 表示會產生碳氫化合物。若無法根據「生產 BOEPD」來定價 (無天然石油或天然氣產量的新興企業), 則應套用規劃或估計的企業產量。

For SAP Upstream Production Management for O&G, US Production:

對於 SAP Upstream Production Management for O&G, US Production :

BOEPD represents produced only the hydrocarbons produced in the USA.

BOEPD 僅代表生產美國境內所生產之碳氫化合物。

For SAP Hydrocarbon Supply & Primary Distribution for O&G and SAP Bulk Fuel Management:

對於 SAP Hydrocarbon Supply & Primary Distribution for O&G 和 SAP Bulk Fuel Management :

BOEPD represents only the scheduled/planned hydrocarbons.

BOEPD 僅表示排程/規劃之碳氫化合物。

For SAP Secondary Distribution Management for O&G

對於 SAP Secondary Distribution Management for O&G

BOEPD represents only the sold/transported hydrocarbons.

BOEPD 僅表示所銷售/運輸之碳氫化合物。

For LPG bottled gas the conversion from tons of LPG to barrels is described on the BP calculator <http://www.bp.com/en/global/corporate/about-bp/energy-economics/statistical-review-of-world-energy/using-the-review/Conversionfactors.html> and 1 ton of LPG = 11,6 barrels.

以桶裝液化瓦斯為例, 以噸為單位改為以桶為單位時, 其轉換如 BP 計算器所述: <http://www.bp.com/en/global/corporate/about-bp/energy-economics/statistical-review-of-world-energy/using-the-review/Conversionfactors.html>, 其中 1 噸液化瓦斯 = 11.6 桶。

For SAP Retail Fuel Network Operations for O&G

對於 SAP Retail Fuel Network Operations for O&G

BOEPD represents only the sold hydrocarbons.

BOEPD 僅表示所銷售之碳氫化合物。

For SAP Hydrocarbon Management for O&G:

對於 SAP Hydrocarbon Management for O&G :

BOEPD represents only the sold hydrocarbons

BOEPD 僅表示所銷售之碳氫化合物

Budgets

預算

Public sector spend budgets are the annual budgets as published records of budget year procurement obligations.

公共部門花費預算係指作為年度採購合約預算公佈記錄的年度預算。

Total annual budgets are the total annual public sector budgets of the SAP customer (i.e. agency, institution, program or department) based on current budget period.

年度總預算係指 SAP 客戶 (亦即機關、機構、專案或部門) 以目前預算期間為基礎的年度公共部門預算總計。

Business Partners

專業夥伴

Business Partners are natural persons, a group of persons, or a legal entity that has any kind of a business relationship with a company or a public sector agency. The number of Business Partners counted for pricing the solution is limited to the context of the Software being licensed.

事業夥伴係指與公司或公共部門機構有任何種類事業關係之自然人、一群人或法律實體。為解決方案定價所計之事業夥伴數量限於授權軟體的情境。

For SAP Demand Side Management for Energy Utilities,

Business partners stored in the system that have applied for or enrolled in a Demand Side Management (DSM) program are counted.

就 SAP Demand Side Management for Energy Utilities 而言，事業夥伴意指儲存在系統中且已申請或註冊 Demand Side Management (DSM) 計畫者均屬。

For online application submission management

對於線上應用程式提交管理

Business partners is defined as:

事業夥伴定義如下：

- **For Public Sector customers** as citizens
對於公共部門客戶，為公民
- **For banking customers** as the number of customers with financial transactional data within the last 2 years.
對於銀行客戶，為最近兩年內具有財務交易資料的客戶數目。
- **For insurance customers** as the number of insurants
對於保險客戶，為被保險人數目

REMAINING METRICS - C

剩餘度量資訊 - C

Calls

呼叫

Calls are the number of incoming messages per year.

呼叫係指每年傳入訊息的數量。

External service calls are HTTP requests per calendar year which are processed by SAP NetWeaver Gateway Server. Metadata requests and requests from SAP Software that contains SAP NetWeaver Gateway runtime software are not counted.

外部服務呼叫係指由 SAP NetWeaver Gateway 伺服器在每個曆年所處理之 HTTP 要求數。中繼資料要求與其中包含 NetWeaver Gateway 軟體執行階段的 SAP 軟體要求，皆不計入。

Capacities

容量

Installed capacities are the designed production capacities of a power plant. For a power plant both the electrical power as well the thermal power has to be considered. The installed capacity is measured in units of 1 GW (Gigawatt).

已安裝容量係指一家發電廠的設計產量。對於發電廠而言，電能與熱能均須考量。已安裝容量係以十億瓦 (GW) 為計量單位。

Capitals

資金

Risk-provisioning relevant capitals are balance sheet positions of:

風險撥備相關資金係指下列資產負債表頭寸：

- loans and advances to customers and banks; and
客戶和銀行的貸款和墊款；以及
- Financial investments at amortized cost
以攤銷成本計值的金融投資

Cash Flows

現金流量

Cash flows are the total number of cash flow transactions (payment or receipt) processed by the application per day. (Note that for receipts there would usually be two cash flow transactions, i.e. expected receipt and actual receipt). The max. number of cash flows per day is the basis for the measurement.

現金流係指應用程式每天處理的現金流交易總額 (付款或收款)。(請注意，對於收款，通常會存在兩筆現金流交易，例如預期收款和實際收款)。每日現金流量最大值即為計量基礎。

Chips

晶片

Chips are individual electronic circuitries containing one or more Cores, usually on a silicon wafer.

晶片係指含有一或多個核心的個別電子線路佈設，通常置於圓形矽薄片上。

Citizens

公民

Citizens are defined as a native or naturalized members of a political community.

公民定義為政治社群的本國或入籍成員。

Contacts

聯絡人

Contacts are number of unique records of customers, prospects, employees, business partners, constituents and/or commission recipients within the context of the Software.

聯絡人係指軟體內容中客戶、潛在客戶、員工、事業夥伴、委託人和/或佣金收受的唯一記錄數。

Contracts

契約

Contracts are the contracts (used in all functions including procurement, sales, legal, partner management, HR, real estate, and all other functions of the organization.) the company plans to address within the application.

契約係指公司計畫在應用程式中處理的契約 (用於所有功能的契約，包括採購、銷售、法務、夥伴管理、HR、不動產，以及組織的其他所有功能)。

For Utility Industry:

對於公用事業行業：

Contracts are agreements between a utility company and a business partner to provide services to the business partner. Thereby a separate contract has to be set up for each service provided, for which the utility company has a legal contract with its customer (e. g. a utility company provides a business partner with electricity, area lighting, gas, and district heating, thus four separate contracts have to be set-up). All contracts stored in the system with an ending date later or equal to the system date are taken into consideration.

合約係指公用事業公司與事業夥伴之間的合約，以向事業夥伴提供服務。因此，所提供的每項服務均必須訂定個別契約，為此，公用事業公司須與其客戶訂立法律契約 (例如某家公用事業公司向業務夥伴提供電力、區域照明、瓦斯與區域供暖，因此共須訂定四份個別契約)。儲存於系統中且結束日期晚於或等於系統日期的所有契約均列入考量。

For the sectors below the following division categories of the SAP Utilities system need to be considered:

對於下列行業而言，須考量 SAP Utilities 系統的以下產業類別：

- Energy:
能源：
- Electricity
電力
- Gas
瓦斯
- District heating
區域供暖
- Mutual help
互助
- For all sectors
適用於所有行業
- Water:
水：
- Water
水
- Waste Water
污水
- Waste & Recycling:
廢棄物與回收處理：
- Waste Management
廢棄物管理

For Banking Industry:

對於銀行業：

Contracts are made by a bank with natural persons (retail) or legal persons (commercial). A contract can be e.g. an account, a term deposit, a loan, an OTC-derivative, an FX forward, a money market transaction or a position in exchange-traded instruments. Accounts and loans managed in external systems, included in a master contract, part of a collateral agreement or set-up for tax calculation are to be taken into account. In the context of refinancing, only managed contracts classified as available assets are to be licensed.

合約係由銀行與自然人 (零售) 或法人 (商業) 之間訂立。合約可以是帳戶、定期存款、貸款、店頭衍生工具、遠期外匯、貨幣市場交易或交易所交易工具中的資產。外部系統中管理的帳戶和貸款、主合約中包括的或作為附屬合約一部分的或為計稅而設定的帳戶和貸款都必須考慮在內。在轉融通的內容中，僅有歸類為資產的受管理合約才是將要授權的項目。

Contracts include:

合約包括：

- loans or mortgage products
貸款或抵押產品
- deposits, savings or current accounts (including internal accounts)
存款、儲蓄或現金帳戶 (包括內部帳戶)
- Derivatives, which are financial instruments whose value is based on another security
衍生性金融商品係指以其他證券作為價值基礎的金融工具
- Securities transactions, e.g. spot plus forward deals, money marked/foreign exchange transactions, etc.
證券交易係指即期加遠期交易、金融市場/外匯交易等。
- Contracts for leasing are operational, finance, capital leases, hire purchases, loans and/or other contracts which are processed in the solution
租賃專用合約係指在解決方案中處理的營運、財務、資本租賃、聘僱購買、貸款和/或其他合約
- Contracts for refinancing can additionally be credit cards, drawings in a syndicate loan or trade receivables.
轉融通專用合約可額外指稱為信用卡、企業聯合貸款提領或貿易應收帳款。

For SAP Hybris Billing, subscription order management:

對於 SAP Hybris Billing：訂閱單管理：

Contracts are an agreement between the customer and the provider for the access to or use of a service provided under certain terms and conditions. One customer could have one or several contracts for different or similar services. In a bundle, every included main service counts as 1 contract. Example in a B2C use case: for a telecoms triple play bundle with mobile, internet broadband and IPTV services, 3 contracts would be counted separately. Example in a B2B use case: with a Master Business Agreement every subscription of a related sub-contract with an employee would be counted separately.

合約係指客戶與提供者之間的合約，以在特定的條款或條件下，存取或使用所提供之服務。一位客戶可以擁有針對不同或相似服務的一個或多個合約。在配套方案中，每一筆所包含之主要服務，都計算為 1 個合約。B2C 使用案例中的例子：包含行動裝置、寬頻網際網路、以及 IPTV 服務的電信三重配套方案，將會單獨計入 3 個合約。B2B 使用案例中的例子：依主業務合約，每筆針對與一位員工之相關子合約的訂閱將單獨計入。

Cores

核心

Cores are the number of cores in CPUs that are available for use by the licensed software. The number of Core licenses must be an integer. When counting physical Cores, each Core of a physical CPU that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted.

核心係指 CPU 中所含可供授權軟體使用的核心數。核心的授權數必須為整數。計算實體核心時，每個實體 CPU 核心皆至少會執行部分的授權軟體，包括暫時指派或排程至尖峰處理範圍的部份，而這些部分皆會予以採計。

When counting virtual Core's, each virtual Core that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is counted.

計算虛擬核心時，每個虛擬核心皆至少會執行部分的授權軟體，包括暫時指派或排程至尖峰處理範圍的部份，而這些部分皆會予以採計。

If the licensed Software will run in a pure virtual environment, physical Cores will not be counted. For purposes of clarification, "Core" as defined in this metric definition is different from "core" as referenced in the metric definition for any Software licensed on a CPU basis (if any), and therefore is not applicable in that context.

若授權軟體執行於純粹的虛擬環境，則不會採計實體核心。為釐清疑義，本度量資訊所定義之「核心」與任何依 CPU 授權軟體 (如果有的話) 之度量資訊定義中引用的「核心」並不相同，因此不適用於該文意。

Costs

成本

Asset retirement obligation cost estimations are the volume of the cost estimations which are handled in the solution.

資產報廢負債成本估算係指解決方案內所處理之成本估算金額。

The cost estimation volume is equal to the total of the settlement values (expected costs at the estimated retirement date) of all cost estimation items of the cost estimation plans of all asset retirement obligations, which are handled by SAP Asset Retirement Obligation Management. If the customer is using more than one accounting principle, the cost estimation volume is calculated separately for every accounting principle. The maximum of these values will be used for pricing. The cost estimation volume is determined based on the volume, which is valid at the fiscal year end date. Only asset retirement obligations, which are active at this date, will be considered.

成本估算金額等於 SAP Asset Retirement Obligation Management 所處理之所有資產報廢負債，其中成本估算計畫之所有成本估算項目的結算價值總額 (於估計報廢日期的預期成本)。如果客戶使用一種以上的會計原則，則分別以每個會計原則計算成本估算金額。這些價值的最大額將用於定價。成本估算金額取決於會計年度最後日期時生效的額度。只有於該日期時現用的資產報廢負債會列入考量。

Costs of goods sold are all expenses directly associated with the production of goods or services the company sells (such as material, labor, overhead, and depreciation) annually. It does not include selling, general and administrative expenses or research & development. If cost of goods sold is unknown then it shall be equal to 70% of total company revenue.

售出貨品成本係指與公司每年所生產、銷售之產品或服務直接相關的所有支出 (例如物料、人力、管理費，與折舊)。其中並不包括銷售、一般與行政支出或研發。如果售出貨品成本不詳，則售出貨品成本應等於公司總收益的 70%。

For Service Parts Planning:

對於維修零件規劃：

Costs of goods sold refers to the inventory value for the service parts business.

售出貨品成本係指維修零件業務的庫存價值。

CPUs are the central processing units ("CPU") that runs at least parts of the licensed Software.

CPU 係指至少會執行部分授權軟體的中央處理器 (以下稱「CPU」)。

When the Software or Third Party Software is licensed on a CPU basis, any server or computer on which the Software or Third Party Software is installed may not exceed the aggregate number of CPU licensed. A multi-core chip CPU with N processor cores shall be counted as follows: the first processor core in each processor shall be counted as 1 CPU, and each incremental processor core in such processor shall be counted as 0.5 CPU, and then the total CPU count will be rounded to the next whole number (the "CPU Calculation"). See Example 1 below for an illustration of the application of this licensing requirement.

當軟體或第三方軟體是依 CPU 為基準進行授權，則任何該軟體或第三方軟體安裝所在的伺服器或電腦，皆不得超過所授權之 CPU 的總數。包含 N 個處理核心的多核心晶片 CPU 應以如下方式計算：每顆處理器的第一個處理核心，應計算為 1 個 CPU，而在這類處理器中每增加一個處理核心，都應計算為 0.5 個 CPU，然後再將總 CPU 數四捨五入至下一個整數 (以下簡稱「CPU 計算」)。請參閱以下的範例 1，其中說明這種授權要求的應用方式。

Software based on a CPU license metric basis licensed by Licensee on or after July 1, 2009 (the "Qualified Software") will contain Virtualization Rights (defined below). Virtualization Rights are not applied to Software licensed prior to July 1, 2009 or upgrades and updates thereto subsequently made available to Licensee pursuant to Support Services. Licensee may not combine licenses having express Virtualization Rights with licenses not having express Virtualization Right in a single Deployment.

在 2009 年 7 月 1 日及之後依 CPU 授權度量資訊為基準，由被授權人進行授權的軟體 (以下簡稱「合格軟體」) 將包含虛擬化權限 (定義如下)。虛擬化權限並不適用下列對象：於 2009 年 7 月 1 日之前所授權之軟體，或這些軟體依支援服務後續提供給被授權人的升級及更新。被授權人不得在單一的部署中，混用具有明示虛擬化權限的授權以及不具有明示虛擬化權限的授權。

In the event that Licensee employs industry standard tools and methodologies enabling Licensee to logically partition or pool its processing power, Licensee may install the Qualified Software on servers or computers consisting of a number of physical CPUs greater than the number of CPUs licensed hereunder provided that Licensee shall configure such servers or computers in a manner such that the total number of CPUs (or total number of virtual processor cores if virtualization software is implemented), or any portion thereof, made available to run the Qualified Software, or any portion thereof, does not exceed the number of CPUs licensed ("Virtualization Rights"). For the purposes hereof, a CPU (or virtual processor core) shall be deemed available to run the Qualified Software if such CPU (or virtual processor core) or any portion thereof is available to run the Qualified Software at any time for any purpose, including but not limited to permanent, temporary, scheduled, and on-demand availability. Under the Virtualization Rights, where virtualization software is implemented, only virtual processor cores made available to run the Qualified Software will be counted in accordance with the CPU Calculation. See Example 2 below for an illustration of the application of this licensing requirement.

在被授權人採用業界標準工具及方法，以讓被授權人在邏輯上分割或集合其處理能力的情況下，被授權人得在所包含之實體 CPU 數多於本文所授權之 CPU 數的伺服器或電腦上，安裝合格軟體，前提是被授權人應設定此類伺服器或電腦，使得可取得以執行合格軟體的 CPU 總數 (或如果有實作虛擬化軟體的話，則為虛擬處理核心的總數)，或其中任何部分，不超過所授權之 CPU 數 (以下簡稱「虛擬化權限」)。就本項意義而言，如果此類 CPU (或虛擬處理核心) 或其任何部分，可在任何時刻為任何目的，用於執行合格軟體，則此 CPU (或虛擬處理核心) 應視為可取用於執行合格軟體，包括但不限於永久、暫時、排程及隨需取用。根據虛擬化權限，在實作虛擬化軟體的情境下，只有可用來執行合格軟體的虛擬處理器核心，會依 CPU 計算原則進行計算。請參閱以下的範例 2，其中說明這種授權要求的應用方式。

Notwithstanding the foregoing, for Third Party Software licensed on a CPU basis, each processor core shall count as 1 CPU, and every CPU (whether used productively or non-productively) shall count against the CPU license level for such Third Party Software. Virtualization Rights do not apply to Third Party Software.

然而，雖有前述規定，但對於依 CPU 為基準授權的第三方軟體而言，每個處理器核心仍應計為 1 個 CPU，而每個 CPU (無論是否用於正式作業) 都應針對該第三方軟體，依 CPU 授權等級計算。虛擬化權限並不適用於第三方軟體。

EXAMPLE 1: One quad core processor will count as 2.5 CPUs (or 1 CPU for the first core, plus 0.5 multiplied by 3 for the subsequent 3 cores) rounding up to 3 CPUs. Therefore, Licensee will be required to license 3 CPUs if the Software is installed on a quad core server. Another example may involve a server with three quad core processors. As illustrated above, each quad core processor will represent 2.5 CPUs. Three quad core processors will total 7.5 CPUs (or 2.5 CPUs multiplied by 3) rounding up to 8 CPUs. Therefore, Licensee will be required to license 8 CPUs if the Software is installed on a server with 3 quad core processors.

範例 1：一顆四核心的處理器會被計為 2.5 個 CPU (第一個核心為 1 個 CPU，之後的三個核心則為 0.5 乘以 3)，四捨五入為 3 個 CPU。因此，如果軟體安裝在四核心的伺服器上，被授權人會需要取得 3 個 CPU 的授權。另一個例子則涉及具有三顆四核心處理器的伺服器。如上所述，每顆四核心處理器都代表 2.5 個 CPU。三顆四核心處理器總計為 7.5 個 CPU (或 2.5 個 CPU 乘以 3)，四捨五入為 8 個 CPU。因此，如果軟體安裝在包含 3 顆四核心處理器的伺服器上，被授權人會需要取得 8 個 CPU 的授權。

EXAMPLE 2 (Virtualization Rights): A server has 16 physical dual core CPUs in a configuration where up to 4 virtual dual core processors are made available to run the Qualified Software. In this case, each virtual dual core processor will count as 1.5 CPUs (or 1 CPU for the first core, plus 0.5 for the second core). Four virtual dual core processors will total 6 CPUs (or 1.5 CPUs multiplied by 4). Therefore, Licensee will be required to license 6 CPUs under this virtualization configuration.

範例 2 (虛擬化權限)：某台伺服器具有 16 個實體的雙核心 CPU，配置為最多有 4 顆虛擬雙核心處理器可用來執行合格軟體。在此情況下，每顆虛擬雙核心處理器會被計算為 1.5 個 CPU (第一個核心為 1 個 CPU，加上第二個核心為 0.5 個 CPU)。四顆虛擬雙核心處理器總計為 6 個 CPU (或 1.5 個 CPU 乘以 4)。因此，在此虛擬化配置下，被授權人會需要取得 6 個 CPU 的授權。

REMAINING METRICS - D

剩餘度量資訊 - D

Database Sizes

資料庫大小

Gigabyte database sizes are database sizes of the productive systems and are calculated individually for each system (i.e., each ERP, BI and CRM system).

資料庫大小 (GB) 係指生產系統的資料庫大小，且針對每個 ERP、BI 和 CRM 系統個別計算。

1.5 Terabyte accumulated database sizes are the database sizes of all productive SAP systems where the customer uses SAP Landscape Transformation.

1.5 TB 累計資料庫大小係指客戶會使用 SAP Landscape Transformation 的所有正式作業 SAP 系統的資料庫大小。

Data Streams

資料串流

Data Streams are tags or modules that are created and exist in PI System landscape, and used to setup, configure or store data points or data structures.

資料串流係指 PI 系統平台中所建立或存在之標記或模組，用於設定、配置或儲存資料點或資料結構。

For SAP Predictive Maintenance and Service on-premise edition,

對於 SAP Predictive Maintenance and Service 內部部署版本，

A data stream is defined as a measuring point /sensor tag defined in the metric store of the PdMS application. Virtual data streams (calculated health scores) are also considered data streams. Data streams without any measurement data are defined as inactive and are not considered as data streams. For each device working with error codes, one additional data stream per device will be added.

資料串流係定義為 PdMS 應用程式度量儲存中規定之量測點 / 檢測標記。虛擬資料串流 (計算出的健康狀況分數) 亦視為資料串流。無任何量測資料的資料串流會定義為非作用中，且不會視為資料串流。針對處理錯誤代碼的每部裝置，將會為其新增一個額外資料串流。

Devices

裝置

Devices are any piece of equipment or hardware and include but are not limited to: a workstation, terminal, point of sale terminal, notebook, handheld, tablet, PDA, smartphone, internet connected television, scale devices, devices installed in a vehicle (on-board units) or other networked devices. The application itself defines the type of devices that are used and therefore counted for the price list item (e.g., Sybase SQL Anywhere Database for Use with SAP POS for Retail devices are defined as those devices accessing data from SQL Anywhere Database or e.g. SAP Mobile Order Management devices are all devices installed as on-board units in a vehicle).

裝置係指任何設備或硬體，包括但不限於：工作站、終端、銷售點終端、筆記型電腦、手提電腦、平板電腦、PDA、智慧手機、帶網際網路連線的電視、比例裝置、車內安裝的裝置 (板載單元) 或其他聯網裝置。此應用程式本身會定義所使用並因此計入價格清單項目的裝置類型 (例如，Sybase SQL Anywhere Database 搭配 SAP POS 用於零售之裝置定義為從 SQL Anywhere Database 存取資料的裝置，或例如 SAP Mobile Order Management 裝置為車內安裝為板載單元的所有裝置)。

For SAP Customer Checkout,

就 SAP Customer Checkout 而言，

Devices are devices, or mobile devices for mobile point of sales applications or mobile devices for merchandise applications or scale devices for scale applications.

裝置係指裝置、行動銷售點應用程式專用行動裝置、Merchandise 應用程式專用行動裝置或 Scale 應用程式專用比例裝置。

IoT-Device refers to a uniquely identifiable object and their virtual representation in the IoT-Core and has a device ID allocated.

IoT-Device 係指 IoT-Core 中可唯一識別的物件及其虛擬表示形式並已指定裝置 ID。

IT devices are elements that are actively recognized by the SAP IT Infrastructure Management Software in the network or entered into the SAP IT Infrastructure Management configuration database.

IT 裝置係指 SAP IT Infrastructure Management Software 在網路中主動組織或輸入 SAP IT Infrastructure Management 組態資料庫的所有元素。

Hybris devices are equipment or hardware in use by the Named Users to access data from the Hybris Commerce platform. A Hybris device can be defined as any piece of equipment or hardware; and includes, but is not limited to: a workstation, terminal, point of sale terminal, notebook, handheld, tablet, internet connected television or other networked device (for example store employees using a device – tablet, phone, workstation – to access web content to answer customer question). Hybris devices would not include equipment or hardware used by End Customer to access Hybris commerce platform with limited access (for example customer placing online orders / accessing payment gateway and accessing catalogues on Hybris commerce platform).

Hybris 裝置為指定用戶自 Hybris 商務平台存取資料所使用的設備或硬體。Hybris 裝置可定義為任何設備或硬體；包括但不限於：工作站、終端機、銷售點終端機、筆記型電腦、手提電腦、平板電腦、具有網際網路連線的電腦或其他聯網裝置 (例如，商店員工使用裝置 (平板電腦、手機、工作站) 存取網頁內容或回答客戶問題)。Hybris 裝置不包括具有有限存取權限的終端使用者存取 Hybris 商務平台所用的設備或硬體 (例如，客戶在 Hybris 商務平台上線上下單/存取付款閘道和存取目錄)。

Documents

文件

Documents are single instances of the output data files generated by the product.

文件係指產品產生的輸出資料檔案單一執行個體。

Public Documents are defined as any object that can execute fully on the SAP BusinessObjects BI Platform. This includes: Web Intelligence document, Crystal Report, Explorer information space, Analysis for OLAP workspace, Dashboard, Design Studio template, Lumira document.

公開文件係定義為可在 SAP BusinessObjects BI 平台上完整執行的任何物件。此包括：Web Intelligence 文件、Crystal Report、Explorer 資訊空間、Analysis for OLAP 工作空間、儀表板、Design Studio 範本、Lumira 文件。

REMAINING METRICS - E

剩餘度量資訊 - E

Electronic Ledger Master Records

電子分帳主記錄

E-Ledger Master Records are the ledger line items included on a journal ledger page that are transmitted to Turkish government authority.

電子分類帳主記錄係指傳輸到土耳其政府當局之日記分類帳頁面上包括的分類帳明細項目。

Employees

員工

Employees are individuals, working for a company or legal entity that is licensing the functionality of the package, regardless of employment status (e.g. part time, full time, leave of absence or contract worker).

員工係指為使用套件授權功能之公司或法律實體工作的個人，而不論就業狀況（例如，兼職、全職、休假或約聘人員）。

For SAP Pension Administration (VADM) Germany Only

僅適用於 SAP Pension Administration (VADM) 德國

Employees are individuals who get their pension payment as pension recipients, who are surviving dependents, or who are entitled to a pension equalization payment by the component Pension Administration.

員工係指以退休金受領人身分獲得退休金款項、存活被扶養人，或有權享有退休金主管機關支付之平均退休金的個人。

Full-time equivalents (FTE) are employees who are employed by the licensed organization and non-employees who may be engaged on emergency related activities, either on a temporary or permanent basis and who are tasked, deployed or managed by the licensed organization for the purposes of disaster or emergency management.

約當全職人數 (FTE) 係指授權組織所雇用的員工，以及可能暫時或永久從事緊急相關活動的非員工，以及授權組織基於災難或緊急管理用途而雇用、部署或管理之人員。

For DHPS HR and Logistics,

FTE is the numbers of full time equivalents employed in the organization – including military and civilian personnel & reserve are calculated as

就 DHPS HR 及 Logistics 而言，FTE 係指組織中雇用的約當全職人數 – 包括併計之軍職與文職人員，以及後備人員

- For SAP Force Generation for Defense & Security:
對於 SAP Force Generation for Defense & Security :
Weighted Size = Military Personnel x 1.0 + Reserve x 0.5 + Civilian x 0.5
加權大小 = 軍職人員 x 1.0 + 後備人員 x 0.5 + 文職人員 x 0.5
- For SAP Force Deployment for Defense & Security:
對於 SAP Force Deployment for Defense & Security :
Weighted Size = Military Personnel x 1.0 + Reserve x 1.0 (civilians are not considered)
加權大小 = 軍職人員 x 1.0 + 後備人員 x 1.0 (文職人員不予考量)

Enterprise Foundation

Enterprise Foundation

SAP ERP Foundation Starter comprises SAP ERP and five (5) SAP Professional Users.

SAP ERP Foundation Starter 包括 SAP ERP 與五 (5) 個 SAP Professional User。

REMAINING METRICS - F

剩餘度量資訊 - F

Flat Fee

固定費用

Flat fee is the fixed package license fee for the software.

固定費用係指軟體的固定套件授權費。

Annual Fundraising Income means the annual amount of gross revenue raised by Licensee through fundraising efforts.
年度籌款收入 係指被授權人透過籌款活動籌得之年度收入總額。

REMAINING METRICS - G

剩餘度量資訊 - G

Gigabytes GB

Gigabytes (GB) refer to the storage capacity equivalent to 1024^3 bytes.
GB (Gigabyte) 係指相當於 1024^3 位元之儲存容量。

GWh per year GWh/年

GWh per year is defined as energy consumption in GWh per year. 1 GWh is the equivalent of 1,000,000 kWh. The kilowatt hour is most commonly known as a billing unit for energy delivered to consumers by electric utility or electric utilities. In gas industry kWh is used to describe the thermal energy being delivered to consumers. Physically, kWh describes a source of heat or power or as a raw material input to a manufacturing process.

GWh/年定義為每年的能源消耗量 (GWh)。1 GWh 等於 1,000,000 kWh。千瓦時為最常用的電力公用事業或電力公司傳輸予消費者的能源度量收費單位。在瓦斯業，kWh 用於描述傳輸給消費者的熱能。從物理的角度看，kWh 描述熱源或動力源或作為製造工藝的原材料輸入。Consumption of electric energy is measured by Wh (Watt x Hour). 1 kWh = 1000 Wh.
電能消耗量以 Wh (瓦特 x 小時) 計量。1 kWh = 1000 Wh。

REMAINING METRICS - H

剩餘度量資訊 - H

None listed.
無列出項目。

REMAINING METRICS - I

剩餘度量資訊 - I

Installations 安裝

Installations are instances of the software installed at a designated device.
安裝係指安裝在指定裝置中的軟體執行個體。

For SAP Fortify by HP, Installations is defined as a single deployable unit of software code consisting of a collection of source code, byte code or object code that delivers some or all of the functionality of a business application.
針對 SAP Fortify by HP，安裝係指軟體代碼的單一可部署單位，由提供企業應用程式功能的各類原始碼、位元碼或目標碼組成。

Installed Capacities

已安裝容量

Installed Capacities is defined as the total theoretical annual production capacity of all plants of an SAP Customer.
已安裝容量定義為 SAP 客戶的所有工廠理論上的年度生產總能力。

Instances

執行個體

Instances are unique connections to a single specified application or technology type.
執行個體係指與單一指定應用程式或技術類型的唯一連線。

Invoices

發票

Invoices are items that flow through the cockpit for reconciliation per year.
發票係指每年透過對帳操作區處理的項目。

Items

項目

Items represent entities managed in the Software.
項目表示軟體中管理的實體。

For Extended Warehouse Management,

Shipper Scenario - Items are delivery line items. A delivery is the documentation for a shipment sent from a warehouse location to a destination (customer or other plant/location). The items of the delivery are the unique material codes irrespective of quantity shipped under that delivery. The average per day is based on the active days over the period of one year.

就延伸倉庫管理而言，交付者情境 - 項目為交付明細項目。交付係指從倉庫地點傳送至目的地 (客戶或其他工廠/地點) 的出貨文件。交付項目係指唯一的物料代碼，與該交付的出貨數量無關。每天平均值係以全體一年期間的有效天數為基礎。

Transit Warehousing scenario - In transit warehousing delivery line items are not used. For the transit warehousing scenario, ITEMS are the packaging items (Handling Units) moved through the system from origin to destination. The packaging items are counted only once in this process. The average per day is based on the active days over the period of one year.

傳送倉儲情境 - 在傳送倉儲中不使用交付明細項目。對於傳送倉儲情境而言，「項目」係指透過系統從來源地移動至目的地的套件項目 (處理單位)。套件項目在此程序中僅會計算一次。每天平均值係以全體一年期間的有效天數為基礎。

REMAINING METRICS - J

剩餘度量資訊 - J

None listed.
無列出項目。

REMAINING METRICS - K

剩餘度量資訊 - K

None listed.
無列出項目。

REMAINING METRICS - L

剩餘度量資訊 - L

Learners

學員

Learners are individuals accessing the application and engaging in any learning services being processed by the application.

學員係指存取應用程式並從事任何應用程式所處理之學習服務之個人。

External learners are learners (non-customer employees) booking at least one course in a year.

外部學員係指預約一年至少參加一門課程的外部 (非客戶員工) 學員。

Licenses

授權

Concurrent access licenses are the aggregated numbers of end users accessing the licensed Software at any one time. The number of users accessing the licensing Software may not exceed the number of Concurrent Access Licenses (CALs) the customer has obtained. CAL(s) are assigned to a particular Deployment, and may not be shared among different Deployments. When using Concurrent Access licenses, customer may not utilize a program or system to cache or queue report requests.

同時存取授權係指在任何時點存取授權軟體的終端使用者總數。存取授權軟體的使用者數不得超過客戶取得的同時存取授權 (CAL) 數。CAL 係分配給特定部署，不得在不同的部署間共用。使用「同時存取」授權時，客戶不得使用程式或系統來快取或佇列報告要求。

Important note: This pricing metric is only available through BusinessObjects Value Added Resellers.

重要事項：此定價度量資訊僅能透過 BusinessObjects 加值經銷商取得。

Locations

位置

Location is to be defined as a single Foreign Trade Zone or sub-zone set up in the GTS system with a unique Zone ID.

位置係指 GTS 系統所設定，附有獨特區域 ID 之外貿區或子區。

Base & remote locations are central warehouses or distribution centers from which the remote locations are supplied with spare parts and materials. Offshore facilities (e.g. platforms) or remote on-shore facilities are examples for remote locations in the Oil & Gas industry. Mines or processing centres are examples for remote locations in the mining industry.

基地與遠端位置係指對遠端位置供應零件及物料的中央倉儲或配送中心。在石油與天然氣業中，遠端位置可舉離岸設施 (例如平台) 或遠端的岸上設施為例。在礦業中，遠端位置可舉礦場或加工中心為例。

REMAINING METRICS - M

剩餘度量資訊 - M

Memory

記憶體

Blade memory is the memory size of the blade.

刀鋒記憶體係指刀鋒伺服器的記憶體大小。

Gigabytes of memory are the total amount of memory that may be used by the HANA Software, as measured in gigabytes.

十億位元組記憶體係指可供 HANA 軟體使用的總記憶體量，以十億位元組為計量單位。

REMAINING METRICS - N

剩餘度量資訊 - N

Net Property Plant & Equipment

淨資產 (工廠與設備)

Net Property Plant & Equipment are the values of the total properties, plants and equipment's as disclosed in the balance sheet insofar as processed by the SAP solution on a yearly base.

淨資產 (工廠與設備) 係指資產負債表中所揭露，每年由 SAP 解決方案所處理之不動產、工廠及設備總值。

Nodes

節點

Nodes are servers or virtual machines running the SAP Vora or Hortonworks Data Platform.

節點為執行 SAP Vora 或 Hortonworks Data Platform 之伺服器或虛擬機器。

- A server is a single piece of hardware that runs the software. A hardware partition or blade is considered a separate hardware system. 伺服器為執行該軟體的單個軟體。硬體分割區或刀鋒應視為單獨的硬體系統。
- A virtual machine is a software container that can run its own operating system and execute applications like a single physical machine. 虛擬機器為軟體容器，可執行其自身的作業系統並執行應用程式，如單一實體機器。

REMAINING METRICS - O

剩餘度量資訊 - O

Objects

物件

Database objects are collections of intrinsic and/or customer-defined properties that are defined by a Palantir dynamic ontology and stored in or accessible by the Palantir system. "Objects represent entities (people, places, and things), events, and documents".

資料庫物件是固有和/或客戶定義的屬性集合，由 Palantir 動態本體所定義並儲存於 Palantir 系統中，或可從中存取。「物件指實體 (人、地方和事物)、事件和文件」。

- Properties represent features or characteristics of objects. Different types of objects have different types of properties. For example, a person object might have an eye colour property and an event object might have a date property. 屬性指物件的功能或特性。不同類型的物件具有不同類型的屬性。例如，人物件可能具有眼睛顏色屬性，而事件物件則可能具有日期屬性。
- Intrinsic properties are attributes that are inherent in objects and, unlike other object properties; you cannot add or remove them. For example, entities contain the intrinsic property Title, and events and documents contain the intrinsic properties Title, Date Begin, and Date End. You can see and change an object's intrinsic properties, and correlate them to data sources by using the Basic Info panel in the Browser's Properties view in Palantir Workspace. 內建屬性指物件固有的屬性，且與其他物件屬性不同；您無法新增或移除內建屬性。例如，實體包含內建屬性「標題」，而事件和文件包含內建屬性「標題」、「開始日期」和「結束日期」。您可以查看和變更物件的內建屬性，以及使用 Palantir 工作區中瀏覽器「屬性」檢視中的「基本資訊」面板將內建屬性與資料來源相互關聯。

Master data objects are master data objects stored in the SAP NetWeaver Master Data Management system and/or SAP Master Data Governance System.

主要資料物件係指 SAP NetWeaver Master Data Management 系統及/或 SAP Master Data Governance 系統中儲存的主要資料物件。

- *For SAP Enterprise Master Data Management:* Master data objects are all master data objects stored in the SAP NetWeaver Master Data Management system, plus the total number of all master data objects stored in the SAP Master Data Governance system. 對於 SAP Enterprise Master Data Management：主要資料物件係指 SAP NetWeaver Master Data Management 系統中儲存的所有主要資料物件，加上 SAP Master Data Governance 系統中儲存的所有主要資料物件總數。
- *For SAP Master Data Governance, Financials:* Master data objects are the sum of financial objects (including, but not limited to, group accounts, operational accounts, cost elements, companies, profit centers and, cost centers with hierarchy nodes, consolidation groups and units, financial statement items) stored in the SAP Master Data Governance system. For avoidance of doubt, the financial accounts are only counted once, even if the accounts are used in multiple charts of accounts or financial statement versions. For example, if the company is reporting externally in US GAAP as well as IAS, each account is only counted once, not twice. 對於 SAP Master Data Governance, Financials：主要資料物件為儲存於 SAP Master Data Governance 系統中的財務物件總計 (包括但不限於，群組帳戶、作業帳戶、成本元件、公司、利潤中心、帶階層架構節點的成本中心、整合群組和單位、財務報表項目的總計)。為免除疑義，財務帳目僅計入一次，即使帳目用於多個帳目圖表或財務報表版本亦然。例如，若公司在 US GAAP 和 IAS 中外報告，每個帳戶僅計入一次，而不是兩次。
- *For SAP Master Data Governance, Supplier:* Master data objects are active supplier objects (vendors) stored in the SAP Master Data Governance system. 對於 SAP Master Data Governance, Supplier：主要資料物件係指 SAP Master Data Governance 系統中儲存的有效供應商物件 (廠商)。
- *For SAP Master Data Governance, Customers:* Master data objects are active B2B customer objects stored in the SAP Master Data Governance system. Licensee may Use SAP Master Data Governance, Customers to store additional business partners if the partners represent B2B customers. Licensee may not Use SAP Master Data Governance, Customers to store additional business partners if the partners represent B2C customers.

對於 SAP Master Data Governance, Customers : 主要資料物件係指 SAP Master Data Governance 系統中儲存的有效 B2B 客戶物件。被授權人可使用 SAP Master Data Governance, Customers 儲存額外的業務夥伴 (若夥伴代表 B2B 客戶)。被授權人不得使用 SAP Master Data Governance, Customers 儲存額外的業務夥伴 (若夥伴代表 B2C 客戶)。

- For SAP Master Data Governance, Consumers: Master data objects are active consumer type customer objects stored in the SAP Master Data Governance system. A consumer is a natural person or a group of persons (e.g. household) that has any kind of business relationship with a company, including, but not limited to, B2C customers, B2C contacts, and citizens. Licensee may Use SAP Master Data Governance, Consumers to store additional business partners if the partners represent B2C consumers. Licensee may not Use SAP Master Data Governance, Consumers to store additional business partners if the partners represent B2B customers.

對於 SAP Master Data Governance, Consumers : 主要資料物件係指 SAP Master Data Governance 系統中儲存的有效消費者類型客戶物件。消費者係指與公司有任何種類事業關係的某位自然人, 或一羣人 (例如家戶), 包括但不限於, B2C 客戶、B2C 聯絡人和民眾。被授權人可使用 SAP Master Data Governance, Consumers 儲存額外的業務夥伴 (若夥伴代表 B2B 消費者)。被授權人不得使用 SAP Master Data Governance, Consumers 儲存額外的業務夥伴 (若夥伴代表 B2C 客戶)。

- For SAP Master Data Governance, Product: Master data objects are active material objects (materials, products) stored in the SAP Master Data Governance system. Licensee may not Use SAP Master Data Governance, Product to store articles.

對於 SAP Master Data Governance, Product : 主要資料物件係指 SAP Master Data Governance 系統中儲存的有效材料物件 (材料, 產品)。被授權人不得使用 SAP Master Data Governance, Product 儲存品項。

- For SAP Master Data Governance, Custom: Master data objects are master data objects stored in custom-built "Master Data Governance" systems that are not of type financials, suppliers, customers or materials. This is the sum of all user defined object of type things (articles, contract, location, asset, equipment, contract, etc.). A user defined object is created using the Master Data Governance framework.

對於 SAP Master Data Governance, Custom : 主要資料物件係指客製「Master Data Governance」系統中所儲存, 且非金融、供應商、客戶或物料類型的主要資料物件。此為所有使用者定義之「事物」(品項、合約、位置、資產、設備、合約等等) 類型物件的總計。使用者定義物件係使用 Master Data Governance 架構建立而成。

- For SAP Master Data Governance, enterprise asset management ext by Utopia: Master data objects are master data objects stored in SAP EAM. This is the sum of all equipment and functional locations and MRO bill-of-materials.

對於 SAP Master Data Governance, UTOPIA 企業資產管理 : 主要資料物件指儲存於 SAP EAM 中的主要資料物件。此為所有設備及功能性地點與 MRO 物料清單之總和

- For SAP Master Data Governance, retail and fashion management ext by Utopia: Master data objects are the sum of all single articles, generic articles (excluding variants) as well as sets, lots and displays, which get put under the governance of the solution.

對於 SAP Master Data Governance, Utopia 零售與時尚管理 : 主要資料物件係指在解決方案管理下收集之所有單一商品、一般商品 (不包括變異商品), 以及組合、貨品和展示商品。

Orders

訂單

Orders are externally created sales and service or purchase orders processed on a yearly base.

訂單係指每年所處理之外部建立銷售和服務或採購訂單。

Externally created orders are those orders that are not entered by an Employee of the Licensee.

外部建立訂單係指非由被授權人員輸入的訂單。

For SAP Sales and Service Order Execution & SAP Sales and Service Order Execution for SAP S/4HANA:

針對 SAP Sales and Service Order Execution 及 SAP Sales and Service Order Execution for SAP S/4HANA :

Orders are the number of sales and service orders processed annually.

訂單係指每年處理之銷售及服務訂單數目。

For SAP Purchase Order Execution & SAP Purchase Order Execution for SAP S/4HANA:

針對 SAP Purchase Order Execution 及 SAP Purchase Order Execution for SAP S/4HANA :

Orders are the number of purchase orders processed annually.

訂單係指每年處理之採購單數目。

Fleet planning orders for Waste and Recycling are the number of orders processed by a service planner. The number of fleet planning orders per year is calculated as the sum of all Utilities contracts (Waste and Recycling) plus every block of 10 Waste orders in that year.

針對廢物和循環再造之**車隊計劃訂單**為服務計劃員處理的訂單數。每年的車隊計劃訂單數的計算方法是, 所有公用事業契約 (廢物和循環再造) 的總額加該年度的 10 個廢物訂單。

Waste orders are the sum of all orders in Waste and Recycling per year that are not invoiced by the Bill-To-Cash Management solution (they are processed in another billing solution such as Sales & Distribution) plus the number of direct delivery weighing notes per year.

廢物訂單為每年的廢物和循環再造的所有訂單總額, 即每年 Bill-To-Cash 管理解決方案未開具發票的訂單 (這些訂單是在另一個收費解決方案 (例如, 銷售和散佈) 中處理) 加上直接交付訂單數。

Outpatient Days

門診天數

Outpatient days is the sum of the days in which patients have been treated as outpatients in a one year period. One outpatient day is counted when one patient is treated as an outpatient in one calendar day, independently of the quantity of work done on that day and on how the work was

documented in the SAP system (in one or more outpatient cases, and, within cases, as one or more visit movements).

門診天數係指病患於一個年度的期間內，經診斷接受門診的天數。若單一病患於單一日曆天經診斷接受門診，則應算為一個門診天數，不論當天的已完成工作量，以及工作內容記錄於 SAP 系統中的方式 (不論工作涵蓋一或多個門診個案，以及記錄於具有一或多次診查數的個案中)。

REMAINING METRICS - P

剩餘度量資訊 - P

Packages

套件

Decision service asset packages are collections of 25 rules and expressions (excluding constants as an expression).

決策服務資產套件係指 25 項規則和運算式 (不包括常數運算式) 的集合。

Page Views

網頁瀏覽數

Page Views are the total cumulative number of: (1) single views of a mobile or browser application, or web page of an internet site, via screen views, screen states, mobile web pages, web stores, the Software In-Store module, or Contact Center module, for which the Hybris Commerce Suite provides data over a 12 month period and (2) JSP page requests, Ajax requests, REST service requests, SOAP service requests, or other application server requests through the Software.

網頁瀏覽數係指下列各項之總和：(1) 透過螢幕檢視、螢幕狀態、行動網頁、行動商店、軟體店內模組或聯絡中心模組所進行之行動或瀏覽器應用程式或網頁單次瀏覽，其中 Hybris 商業套件提供資料期間應超過 12 個月；及 (2) 透過軟體提出的 JSP 網頁要求、Ajax 要求、REST 服務要求、SOAP 服務要求或其他應用程式伺服器要求。

Patients

病患

Patient care days are the relevant number of patient care days reached by the Licensee in a calendar year is the corresponding statistic according to the annual H+ member directory "H+ Die Spitäler der Schweiz".

病患照護天數係指被授權人在行事曆年度內取得的相關病患照護天數，以根據年度 H+ 成員目錄「H+ Die Spitäler der Schweiz」的相應統計資料為準。

Patients treated are those treated in one calendar year in the institutions supported by the SAP system. Patients are only counted once, no matter how many times they are treated in the hospital within the year.

已診療病患係指單一年度於 SAP 系統所支援之機構接受診療的病患。不論該年度病患於醫院中接受診療的次數為何，皆僅會採計一次。

Plants

工廠

Plants are physical sites owned by or operated by an enterprise supported by the Software.

工廠係指軟體所支援之企業擁有或經營的實體地點。

For the purpose of determining the size and usage scenario of plants the following definitions apply:

就確定工廠規模和使用方案而言，將適用下列定義：

- **Small plants** are plants with up to 500 employees. Employees per plant are all employees and contractors working in the plant.
小型工廠係指擁有最多 500 名員工的工廠。每個工廠的員工係指在該工廠工作的所有員工和約聘人員。
- **Midsize plants** are plants with 501 up to 5,000 employees. Employees per plant are all employees and contractors working in the plant.
中型工廠係指擁有 501 至 5,000 名員工的工廠。每個工廠的員工係指在該工廠工作的所有員工和約聘人員。
- **Large plants** are plants with more than 5,000 employees. Employees per plant are all employees and contractors working in the plant.
大型工廠係指擁有超過 5,000 名員工的工廠。每個工廠的員工係指在該工廠工作的所有員工和約聘人員。
- *For SAP Operations Management for Mining:* Plants are mines, concentrators, processing plants, smelters, refineries, distribution centres (stockpiles) and ports. Employees include own employees in the operations, contractors, administration and maintenance staff.
對於 SAP Operations Management for Mining： 工廠係指礦區、選礦廠、處理廠、熔爐、精煉廠、配送中心 (貨堆) 和港口。員工包括專屬作業員工、約聘人員、管理與維護人員。
- *For SAP Product Structure Synchronization:* Every outsourced manufacturing plant will be considered as small plant. An outsourced manufacturing plant is a physical site owned or operated by a supplier or partner who is part of the engineering to manufacturing scenario supported by Product Structure Synchronization.
對於 SAP Product Structure Synchronization： 所有外包的製造工廠，都會被認為小型工廠。外包的製造工廠，係指在 Product Structure Synchronization 所支援之製造方案中，參與部分工程的供應商或事業夥伴所擁有或經營的實體地點。

Points of Delivery

配送點

Points of delivery are the points of delivery (PoDs) at which a utility service is supplied or determined. When a utility installation is created in SAP's Utilities system, a unique PoD is automatically generated. All PoDs in the system are counted where a device or device info record is assigned to SAP's Utilities installation with an ending date later or equal to the system date; technical and virtual PoDs are not considered.

配送點係指供應或決定公用服務的配送點 (PoD)。如果在 SAP Utilities 系統中建立公用事業安裝，則將自動產生唯一的 PoD。系統中裝置或裝置資訊記錄已指派給 SAP Utilities 安裝且結束日期晚於或等於系統日期的所有 PoD 均列入考量；技術和虛擬 PoD 不會予以考量。

For the sectors below the following division categories of the SAP Utilities system need to be considered:

對於下列行業而言，須考量 SAP Utilities 系統的以下產業類別：

- Energy:
 - 能源：
 - Electricity
 - 電力
 - Gas
 - 瓦斯
 - District heating
 - 區域供暖
 - Mutual help
 - 互助
 - For all sectors
 - 適用於所有行業
- Electricity:
 - 電力：
 - Electricity
 - 電力
- Gas:
 - 瓦斯：
 - Gas
 - 瓦斯
- Water:
 - 水：
 - Water
 - 水
 - Waste Water
 - 污水
- Utilities or no division named:
 - 公用事業或無命名產業：
 - Electricity
 - 電力
 - Gas
 - 瓦斯
 - District heating
 - 區域供暖
 - Water
 - 水
 - Waste Water
 - 污水
 - Waste Management
 - 廢棄物管理
 - Mutual help
 - 互助
 - For all sectors
 - 適用於所有行業

For SAP Advanced Metering Infrastructure for Energy and for SAP Advanced Metering Infrastructure for Energy Water Utilities:

對於 SAP Advanced Metering Infrastructure for Energy 和 SAP Advanced Metering Infrastructure for Energy Water Utilities：

Points of delivery, advanced meter are the points of delivery (PoDs) at which a utility service is supplied or determined. When a utility installation is created in SAP's Utilities system, a unique PoD is automatically generated. All PoDs in the system are counted where an active, advanced meter is assigned to SAP's Utilities installation with an ending date later or equal to the system date; technical and virtual PoDs are not considered.

先進量表的配送點係指供應或決定公用服務的配送點 (PoD)。如果在 SAP Utilities 系統中建立公用事業安裝，則將自動產生唯一的 PoD。系統中作用中先進量表已指派給 SAP Utilities 安裝且結束日期晚於或等於系統日期的所有 PoD 均列入考量；技術和虛擬 PoD 不會予以考量。

For the sectors below the following Division Categories of the SAP Utilities system need to be considered:

對於下列行業而言，須考量 SAP Utilities 系統的以下產業類別：

- Energy:
能源：
 - Electricity
電力
 - Gas
瓦斯
 - District heating
區域供暖
 - Mutual help
互助
 - For all sectors
適用於所有行業
- Water:
水：
 - Water
水
 - Waste Water
污水

Portfolios

組合

Sales portfolios are the annual energy sales and procurement portfolios of a utility company. The sales portfolio is measured in units of 1 TWh (Terawatt hour).

銷售組合係指公用事業公司的年度能源銷售和採購組合。銷售組合係以 1 萬億瓦小時 (TWh) 為計量單位。

Premiums

保費

Premiums of the insurance company, which uses the product, is the total gross premiums as disclosed in the latest annual statement of the legal entity in a fiscal year. If the customer does not disclose a comprehensive annual statement, the customer will report on an annual basis the respective information to SAP.

本產品之保險公司**保費**為法律實體於會計年度所揭露之最新年度報表之毛保費總計。若客戶並未揭露符合規範之年度報表，須逐年提供個別資訊予 SAP。

If the customer does not disclose the information publicly, he has to deliver and explain it to SAP

若客戶並未公開揭露本資訊，必須將資訊提供予 SAP 並進行相關說明。

If the product shall be licensed only for a subdivision of the insurance company the respective license contract requires an explicit definition.

若本產品僅取得保險公司子部門之授權，則個別授權合約須另行明確定義。

For Reinsurance Management Solutions (SAP ReIns Management Foundation for Insurance and SAP Reins Risk Manager);

對於 Reinsurance Management Solutions (SAP ReIns Management Foundation for Insurance 和 SAP Reins Risk Manager) ;

Premiums reflect the “Ceded Premiums” in case of passive and “Assumed Premiums” in case of active Re-Insurance Business. In case the licensee uses the solution for Ceded AND Assumed business the sum of both shall apply.

保費所反映者包括被動再保險業務情況下的「分出保費等」以及主動再保險業務情況下的「約定保費」。在被授權人將解決方案用於分出和約定業務的情況下，應適用二者的總額。

Premiums and Disbursements

保費與放款

Premiums and disbursements is defined as the total sum of all premiums and/or all disbursements processed annually via the licensed service.

For disbursements, positive values equal to the actual amount of disbursements are considered for this calculation. If required, currency conversions are done based on the PL valid at the point in time of the contract.

保費與放款係定義為透過授權服務每年處理之所有保費和/或所有放款的總計。針對放款，正數值等於在此計算程序中視為放款的實際金額。若有必要，將會根據合約訂立當時的有效 PL 執行貨幣兌換。

Prepayment contracts

預付款合約

Prepayment contracts contain all utility contracts which are operated via prepayment.

預付款合約包含透過預付款操作的所有公用事業合約。

Prices

定價

Contract price is the net value of the license contract. Contract price for partners refers to partner buy price depending on the support delivery model.

合約價格係指授權合約的淨值。夥伴合約價格是指依據支援交付模型決定的夥伴購買價格。

BSI U.S. payroll tax processing contract price is the net value of the BSI U.S. payroll tax processing software license.

BSI U.S. payroll tax processing 合約價格係指 BSI U.S. payroll tax processing 軟體授權的淨值。

Products

產品

Products are the annual total of number of vehicles and finished goods (for VMS/DBM) or Vehicles and Parts (for sequenced manufacturing) in the context of Automotive Solutions.

在汽車解決方案的情境下，產品係指車輛和成品的年度總數 (適用於 VMS/DBM) 或汽車和零件的年度總數 (適用於序列製造)。

Processes

程序

Processes are specific business processes, which are technically implemented as a semantic data model implemented on a single HANA database.

程序係指在單一 HANA 資料庫技術性實作為語意資料的特定業務流程。

REMAINING METRICS - Q

剩餘度量資訊 - Q

None listed.

無列出項目。

REMAINING METRICS - R

剩餘度量資訊 - R

Recipients

收件人

Recipients are individuals receiving reports from the licensed Software.

收件人係指從授權軟體接收報告的個人。

Records

記錄

Records are the average number of items managed by the application over the prior 12 months.

記錄係指先前 12 個月期間內應用程式管理的項目平均數。

SAP NetWeaver records are leading SAP business objects and/or cases in SAP NetWeaver Folders Management. Archived Records (records attached to archived business objects) are not counted. A leading object is the object the record refers to.

SAP NetWeaver 記錄係指前置 SAP 企業物件和/或 SAP NetWeaver Folders Management 中的案例。其中並不採計附加於歸檔企業物件的「歸檔記錄」。前置物件為記錄所參照的物件。

When SAP NetWeaver Folders Management is used to manage employee files, employees managed in the SAP HCM system are the leading object to be counted. When it is used for billing, creditors and debtors are the leading objects to be counted. When it is used in SAP Real Estate Management, real estate objects (including but not limited to real estate contracts, business entities, buildings, pieces of land, rental objects architectural objects, and parcels of land) are the leading objects to be counted. When it is used to manage changes of equipment by utilizing cases, the number of change requests is counted.

使用 SAP NetWeaver Folders Management 管理員工檔案時，SAP HCM 系統中的受管理員工為要採計的前置物件。針對請款用途時，債權人與債務人為要採計的前置物件。針對 SAP Real Estate Management 用途時，不動產物件 (包括但不限於不動產合約、業務實體、建築物、土地筆數、租賃物件建築物件和土地地塊) 為要採計的前置物件。針對運用案例來管理設備變更之用途時，會採計變更要求的數目。

Master records are one contractual relationship between the company and an employee whose payroll is being calculated.

主要記錄係指公司與目前計算之薪資所屬員工之間的單一合約關係。

For SAP Financial Database for Banking, SAP Credit Risk Portfolio Management for Banking, Regulatory Reporting by iBS, and SAP Performance Management for Banking:

對於 SAP Financial Database for Banking、SAP Credit Risk Portfolio Management for Banking、Regulatory Reporting by iBS 和 SAP Performance Management for Banking :

Records represent the number of financial products (such as loans or deposits) including over the counter products, and standardized exchange traded securities (e.g. shares, listed options, bonds). This is also true when processing takes place on aggregated level. If financial products don't apply, records represent the number of processed objects.

記錄代表各式各樣的眾多金融產品 (例如貸款或存款)，包括臨櫃產品以及標準化交易所交易之證券 (例如股票、上市選擇權、債券)。此亦適用於彙總層級發生之處理。若金融產品不適用，則記錄代表已處理物件的個數。

For SAP Hybris Billing, pricing simulation:

對於 SAP Hybris Billing (價格模擬) :

Records are the number of transactions stored in HANA and accessible to the application for the purpose of usage in simulations, as averaged over the prior 12 months. A transaction represents any digital document capturing a service consumption event that can potentially be priced or monetized during a typical pricing process.

記錄係指 HANA 中儲存的以及出於在模擬中使用之目的供應用程式存取的交易數量，根據對先前 12 個月求平均值得出。交易以任何數位文件表示，該數位文件於典型定價程序中擷取可能被定價和套現的服務消耗活動。

Resources

資源

Resources are unique individuals or non-human resources (system, equipment, tool, instrument, machine, vehicle, room, regulatory or government agency/body, industry standard, framework, and/or corporate policy, etc.) that are managed by or within the Software.

資源係指軟體所管理或軟體內之特定個人或物質資源 (系統、設備、工具、器械、機器、車輛、空間、法規或政府機構/實體、業界標準、架構、公司政策等)。

Revenues

收益

Revenues are the annual incomes that a company receives from its normal business activities and other revenues from interests, dividends, royalties or other sources. Revenues exclude indirect taxes such as VAT, Excise Duty or any similar sales related taxes.

收益係指公司從其一般業務活動所獲得的年度收入，以及其他來自股權、股利、權利金或其他來源的獲益。收益不含間接稅收，例如 VAT、消費稅或任何類似的稅收。

- *For Public Sector,*
Revenues are the same as "Total Annual Budgets"
對於公共部門客戶，「收益」與「總年度預算」相同
- *For Insurance,*
Revenue are the same as "Premiums"
對於保險，「收益」與「保費」相同
- *For SAP Account & Trade Promotion Management, SAP Trade Promotion Optimization, and SAP Dairy Solution by msg,*
Only the revenues need to be considered associated with the business or division which the capabilities of this package will be applied against.
對於 SAP Account & Trade Promotion Management、SAP Trade Promotion Optimization 和 SAP Dairy Solution by msg，只要考量與套用此套件功能之業務或產業相關聯的收益。
- *For SAP Electronic Invoicing for Brazil (NFE),*
Only the revenues generated by the company or legal entity located in Brazil need to be considered.
對於 SAP Electronic Invoicing for Brazil (NFE)，只要考量位於巴西之公司或法定實體所產生的收益。
- *For SAP Tax Declaration Framework*
對於 SAP Tax Declaration Framework
only the revenues generated in Brazil are relevant.
只有在巴西產生之收益係屬相關。
- *For SAP Hybris branded products*
對於 SAP Hybris 品牌產品
Revenue is the calculation of Licensee's and its Affiliates total annual sales revenue for products or services that are purchased through the Hybris platforms (including Hybris powered websites and other Hybris powered channels such as web stores, mobile, In-Store module, Contact Center module, etc.) by customers (B2B and B2C) in each trailing 12 month period, less VAT, delivery and any returns.
收益為被授權人及其關係企業針對客戶 (B2B 及 B2C) 於各連續 12 月期間內，而透過 Hybris 平台 (包括 Hybris 支援網站及其他 Hybris 支援通路，例如網路商店、行動、店內模組、聯絡中心模組等) 購買之產品或服務，所獲取之年度營收總額，減去 VAT、運費及退貨金額。
- *For SAP Configure, Price, and Quote (SAP CPQ)*
對於 SAP 配置、價格與報價 (SAP CPQ)
Revenues are the calculation of Licensee's and its Affiliates total annual sales revenues for products or services, which were generated using the SAP CPQ software less VAT, delivery and any returns.
收益為被授權人及其關係企業就產品或服務經由使用 SAP CPQ 軟體而獲取之年度營收總額，減去 VAT、運費及退貨金額。
- *For SAP Product Lifecycle Costing,*
對於 SAP 產品生命週期之成本核算
Only the revenues need to be considered associated with the business or division which the capabilities of SAP Product Lifecycle Costing will be applied against.
只需要考慮與套用此 SAP 產品生命週期成本核算功能的業務或部門相關聯的收益。
- *For SAP ERP, add-on for Polish SAF-T regulatory requirements,*
對於 SAP ERP、Polish SAF-T 附加元件法規要求，
Only the revenues generated by the company or legal entity located in Poland need to be considered.
只要考量位於波蘭之公司或法定實體所產生的收益。

Revenues and Expenses

收益及支出

Revenues and Expenses are the sum of annual revenues received and annual expenses paid (commissions, royalties, revenue shares etc.) in the context of the Software.

收益及支出係指軟體情境之下所獲年度收益以及所付年度支出 (佣金、權利金、收益分配等) 之總計。

Revenues are the sum of annual monetary amounts invoiced by Customer and its Affiliates to third parties for services provided (or to be provided) by Customer and/or its Affiliates to such third parties and processed through the SAP solution. "Expenses" are the sum of budgeted annual expenses (commissions, royalties, revenue shares etc.) for services performed (or to be performed) by Customer or its Affiliates for Customer's and/or its Affiliates own organization(s) that are processed through the SAP solution.

收益是指該年度客戶，或其關係人向第三方透過 SAP 解決方案已提供 (或即將提供) 之服務，所開立之帳單金額總和「支出」是指為客戶或其關係企業代其自身及/或該關係企業，透過 SAP 解決方案已提供 (或即將提供) 之服務，所編列年度預算支出 (佣金、權利金、盈收分派等) 的總和。

For SAP Intellectual Property Management (SAP IPM):

對於 SAP Intellectual Property Management (SAP IPM) :

Revenues and Expenses is the sum of the annual revenues received and annual expenses paid (license fees, royalties, revenue share, etc.) in the context of the software. Revenues and expenses include financial validation for deals which is implemented in SAP IPM but does not result in an incoming payment e.g. barter deal.

收益及支出係指軟體情境之下所獲年度收益以及所付年度支出 (授權費、權利金、收益分配等) 之總計。收益及支出包括在 SAP IPM 系統之內所實作之交易的財務驗證，但是並未產生收入的款項，例如換貨交易。

For CPM and PPM:

Revenue and Expenses is related to the projects managed within the software and is defined as:

對於 CPM 和 PPM : 收益和支出是關於在軟體中所管理之專案，並且定義為：

- Revenues: the sum of annual revenues received for revenue-generating external projects
收益：產生收益的外部專案所取得的年度收益總額
- Expenses: the sum of budgeted annual expenses for internal projects
支出：內部專案的預算年度支出總額

REMAINING METRICS - S

剩餘度量資訊 - S

Servers

伺服器

Process servers are defined as each server (real or virtual) where automated tasks are to be managed. A process server is required for every single connected application, server or operating system (OS) instance (virtual or physical) with a unique identification on which processes are executed that need to be monitored, managed and controlled. For each process server purchased the customer is provided with 1 production and 3 non-production environments (i.e. 1 for fail-over for the production instance, 1 for development and 1 for test).

流程伺服器定義為每個要管理自動工作的伺服器 (實體或虛擬)。執行需要監控、管理和控制的程序所在，且具備唯一身份識別的單一連線應用程式、伺服器或 (虛擬或實體) 作業系統 (OS) 執行個體，皆必須使用流程伺服器。針對每個採購的流程伺服器，提供客戶 1 個正式作業環境與 3 個非正式作業環境 (亦即 1 個適用於正式作業執行個體容錯移轉的環境、1 個適用於開發的環境，以及 1 個適用於測試的環境)。

Servers are physical computers, cases, boxes or blades that house the CPUs running the software product. Multiple virtual machines on the same physical box are allowed and do not require additional licenses.

伺服器係指容納執行軟體產品之 CPU 的實體電腦、機殼、機箱或刀鋒伺服器。允許在同個實體機箱使用多個虛擬機器，且不要求額外授權。

Service Order

服務訂單

Service Order is defined as one discrete order that is mapped in the software in a given calendar year. A service order can be among others a workshop order, a repair order, or a maintenance order.

服務訂單定義為指定行事曆年內軟體中對應的分散訂單。其中，服務訂單可以是車間訂單、維修訂單或維護訂單。

The number of service orders applied in determining usage volume is the total number of discrete orders mapped with Software for which order master records are created in Software in a given calendar year. Where, for example, an up-stream system bundles multiple orders, the number of orders to be counted is the number before bundling.

確定使用量時套用的服務訂單數量為使用軟體對應的分散訂單總數，其中將為其在指定行事曆年內於軟體中建立訂單主記錄。例如，在上游系統捆綁多個訂單時，計入的訂單總數為捆綁前的數目。

Where an order master record is created in Software, the service order, as defined above, is within the ambit of this present agreement for Software. It matters not how an order master record is generated in Software (for example, by directly creating orders in MRS or by importing order master records from upstream systems such as DBM) or whether an order is in fact the object of any further planning using Software.

在軟體中建立訂單主記錄的情況下，以上定義的服務訂單介於軟體的當前合約範圍內。重要的不是如何在軟體中生成訂單主記錄 (例如，透過在 MRS 中直接建立訂單或從 DBM 等上游系統匯入訂單主記錄) 或訂單是否實際上為使用軟體進一步計劃的物件。

The measurement as described above will measure the number of service orders created as data records in the calendar year.
上述測量方法將測量此行事曆年內建立為資料記錄的服務訂單數目。

For SAP Enhanced Maintenance and Service Planning
對於 SAP 增強維護與服務規劃

Service Order means Representation of a reservation for a service area, so called: Slot Order. Check Orders are excluded.
服務訂單係指表示預約一服務領域，稱為區塊訂單。檢查訂單不包括在內。

Sessions 工作階段

Concurrent sessions are the aggregated numbers of sessions accessing the licensed Software at any one time. A session refers to the time between logon and logoff or time out where a unique user, application or platform accesses the licensed Software either directly or indirectly via a custom application. The number of sessions accessing each Deployment must be limited by corresponding license key mechanisms. The maximum number of sessions enabled on a Deployment by such limitations may not exceed the Licensed Level for the number of Concurrent Sessions assigned to that Deployment for such licensed Software product. The aggregate number of sessions enabled on all Deployments may not exceed the Licensed Level of Concurrent Sessions. Users in deployments with an unlimited number of sessions require a Named User License for the licensed Software product. There is no license limit on number of processors or servers used. Licensee may not utilize any program or system to cache or queue report requests. SAP BusinessObjects BI users accessing any Deployment using a Concurrent Session license may be entered into the SAP NetWeaver BW system for the purposes of maintaining security.

同時工作階段係指在任何時點存取授權軟體的工作階段總數。工作階段指的是登入與登出或逾時之間的時間，在這段時間唯一使用者、應用程式或平台皆會直接或透過客戶應用程式間存取授權的軟體。存取每個部署之工作階段數量，應受對應授權金鑰機制之限制。上述限制針對部署啟用之工作階段數量，不得超過該部署授權軟體產品之授權層級的同時工作階段數量。針對所有部署啟用之工作階段總數，不得超過同時工作階段的授權層級。

使用者在進行工作階段數量無任何限制的部署作業時，必須具有授權軟體產品的「固定用戶授權」。對於使用的處理器或伺服器數量無授權限制。被授權人不得利用任何程式或系統快取或佇列報表要求。SAP BusinessObjects BI 使用者，使用同時工作階段授權之任何部署，為維護安全性的目的，得進入 SAP NetWeaver BW 系統。

SOAR Sales Orders SOAR 銷售訂單

SOAR Sales Orders are defined as the annual number of sales orders the customer will process through the RCS Sales Order Allocation and Rescheduling (SOAR) on HANA. The figure is taken as the number of discrete sales orders processed annually by the SOAR Allocation run (Arun) process.

SOAR 銷售訂單定義為客戶透過 RCS Sales Order Allocation and Rescheduling (SOAR) on HANA 處理的年度銷售訂單數目。此數字將作為透過 SOAR Allocation run (Arun) 流程每年處理的特定銷售訂單數目。

Spends 經費

Spend volumes are the company's annual expenditures for the procurement of all direct and indirect goods and services.

支出額係指公司所有直接與間接為貨物及服務採購的年度支出。

For Public Sector entities, Public Sector Spend Budgets may be used instead. Public sector spend budget is the figure, published annually, that documents an organization's procurement budget for all direct and indirect goods and services.

對於公共部門實體而言，可能改用公共部門支出預算。公共部門支出預算係指每年發佈之用於記錄組織採購所有直接和間接貨物及服務之預算的數字。

For SAP Hybris Marketing, planning option, Spend volumes is the marketing spend amount that is processed in the SAP Hybris Marketing, planning option.

對於 SAP Hybris Marketing, planning option 而言，支出額係指使用 SAP Hybris Marketing, planning option 處理的行銷支出金額。

For SAP Electronic Invoicing for Brazil (NFE-Inbound), only Spend Volumes in Brazil are to be considered.

對於 SAP Electronic Invoicing for Brazil (NFE-Inbound)，只要考量巴西境內的支出額。

Freight Spend is the annual freight costs incurred in transporting products. ; i.e., all the transportation costs, including labour, involved in moving goods to and from a plant/distribution center/warehouse, including payments to logistics companies for their services and any cost incurred by a company for the use and maintenance of its own fleet of vehicles.

運費支出係指運輸產品產生的年度運輸成本。；例如，運輸貨物往返工廠/配送中心/倉庫所涉及的所有運輸成本（包括人力），包括對物流公司提供服務的付款以及公司使用和保養其自身車隊產生的任何成本。

Students 學生

Students are defined as:

學生定義為：

- full-time registered students e.g. students who are registered for a full course load for the current academic year at the institution; and/or. 全修註冊學生人數，如目前學年於該機構註冊修習完整課程之學生；及/或

- equivalents of full-time registered students (for example, a part-time student could represent a fraction of a full-time student).
約當全修註冊學生人數 (例如：在職進修生可換算為部分比例的全修生)。

Subscriptions

訂閱

Annual subscriptions are periodic recurring fees that are payable every calendar or fiscal year for the right to use software or services during that calendar or fiscal year. This fee is payable each calendar or fiscal year whether or not the software or service has been used during that year.

年度訂閱係指週期性的經常性費用，應於每個日曆年度或會計年度支付，以取得在該日曆年度或會計年度使用軟體或服務的權利。不論該年有無使用軟體或服務，此費用都應於每個日曆年度或會計年度支付。

Systems

系統

Connected systems are productive SAP Solution Manager systems connected to the productive systems of SAP Quality Center by HP, Central Process Scheduling by Redwood, or SAP Productivity Pak by ANCILE.

連線的系統係指連線至 HP 提供的 SAP Quality Center、Redwood 提供的 Central Process Scheduling 或 ANCILE 提供的 SAP Productivity Pak 等正式作業系統的 SAP Solution Manager 正式作業系統。

Managed systems are all systems with a unique system id that are controlled, managed, monitored, or retired by the software.

受管理系統係指由軟體控制、管理、監控或汰換，且具有唯一系統 ID 的所有系統。

REMAINING METRICS - T

剩餘度量資訊 - T

Terabytes

兆位元組

Terabytes are the amount of data stored in terabytes in the main database of Sybase IQ Server in whole numbers (fractions must be rounded up). If the Very Large Database Management option is licensed, it must be licensed to match the size of the entire main database of the Sybase IQ Server.

兆位元組 (TB) 係指 Sybase IQ 伺服器的主資料庫中儲存的資料量，以整數兆位元組表示 (小數部分會被四捨五入)。如果超大型資料庫管理選項已取得授權，則其授權必須相符於 Sybase IQ 伺服器整個主資料庫的大小。

Testers

測試者

For SAP Test Acceleration and Optimization (SAP TAO):

For SAP Test Acceleration and Optimization (SAP TAO) :

Testers are employees using SAP TAO and testing SAP applications enterprise-wide.

對於 SAP Test Acceleration and Optimization (SAP TAO)：測試者係指在整個企業使用 SAP TAO 並測試 SAP 應用程式的員工。

Tickets

訂單

Event tickets are entrance tickets to an event sold for a price > 0 using the SAP Event Ticketing software and stored in the SAP Event Ticketing database, independent of whether the ticket is printed or dispatched to the customer differently (e.g. electronically), and independent of whether the ticket is being used or not. This does specifically exclude tickets that are given away for free, e.g. complimentary tickets.

活動門票係指使用 SAP Event Ticketing 軟體售價大於零並儲存於 SAP Event Ticketing 資料庫中的活動門票，不論門票是否以不同方式印製或派送 (例如電子方式)，也不論門票是否被使用。這會特別排除免費贈送的門票，例如優待券。

Tonnage

噸位

Tonnage produced are tonnage produced on one day.

生產噸位係指單日生產的噸位。

Transactions

交易

For SAP Hybris Billing, charging,

對於 SAP Hybris Billing：計費，

Transactions are defined as pricing outputs where one input can generate one or several pricing outputs. Transactions are counted as those on the peak load day as measured within the prior 12 months.

交易定義為定價輸出，其中單一輸入可產生一個或數個定價輸出。交易計為據在先前 12 個月內測量之尖峰負載日的交易量。

For SAP Hybris Billing, mediation by DigitalRoute and SAP Hybris Billing, service control by DigitalRoute:

對於 SAP Hybris Billing : 中介 (由 DigitalRoute 開發) 和 SAP Hybris Billing : 服務控制 (由 DigitalRoute 開發) :

Transactions are the smallest individual events processed by the application. Examples: When processing data sets each datum is counted. When managing sessions each start/interim/stop event is counted. Transactions are counted as those on the peak load day as measured within the prior 12 months.

交易為應用程式處理的最小個別事件。範例：當處理資料組時，每條資料都將被計入。當管理工作階段時，每個開始/中期/停止事件都將被計入。交易計為據在先前 12 個月內測量之尖峰負載日的交易量。

For SAP Accounting for Financial Instruments:

對於 SAP Accounting for Financial Instruments :

Transactions represent the number of transactions related to exchange-traded securities (e.g. shares, bonds, futures, options, warrants) and sub-ledger postings (imported sub-ledger documents) over a period of prior 12 consecutive months.

交易表示先前連續 12 個月期間內與交易所交易之證券 (例如，股票、債券、期貨、期權、認股權證) 以及分類賬發佈 (匯入的分類賬文件) 相關的交易量。

For SAP Fraud Management for Banking:

對於 SAP Fraud Management for Banking :

Transactions represent the movement of money/funds between a Bank and another Financial Institution or between a Bank and a Customer. Transactions considered are the number of transactions stored in a SAP system in a timeframe of 12 consecutive months. Transactions are e.g. Payment transactions, Credit/debit card transactions, Loans disbursements and payments, Securities (bonds, shares etc.), sell and/or buy transactions.

交易表示銀行和其他金融機構或銀行和客戶之間的資金/基金的流動。考慮的交易係指連續 12 個月時間範圍內儲存於 SAP 系統中的交易量。交易包括支付交易、信用卡/借記卡交易、貸款放款和支付、證券 (債券、股票等)、銷售或購買交易等。

For SAP Document Presentment by OpenText and SAP Document Presentment by OpenText, add-on for business correspond:

對於 SAP Document Presentment (由 OpenText 開發) 和 SAP Document Presentment (由 OpenText 開發) : 商業信函的 Add-On :

Transactions are single instances of a business document that is created, processed, printed or manipulated in some way by the products (e.g. letter, email, PDF, fax, SMS).

交易係指單一的業務文件執行個體，由產品以某種方式建立、處理、列印或操作，例如信件、電子郵件、PDF、傳真、SMS。

For SAP Digital Content Processing by OpenText

若為透過 OpenText 處理之 SAP 數位內容

Transactions are single instances of a content process/workflow that is captured and/or processed by the Software.

交易乃是透過軟體而擷取及/或處理之內容流程/工作流程之單一執行個體。

For SAP Payment Engine

對於 SAP Payment Engine

Transactions are single payment transaction within a payment order. A payment order can have one ordering party item and multiple recipient party items. The number of transactions is counted per year.

交易項目係指支付訂單中的單一支付交易。一份支付訂單可包含一個訂購方項目與多個收件方項目。交易數目採每年計算。

For SAP Archiving and Document Access by OpenText, external access option and SAP Archiving and Document Access by OpenText, external access option for SAP S/4HANA

對於 SAP Archiving and Document Access (由 OpenText 開發) : 外部存取選項與 SAP Archiving and Document Access (由 OpenText 開發, 適用於 SAP S/4HANA) : 外部存取選項

Transactions are the annual volume of downloads (including view or print) of documents that are stored by the OpenText Solution. This metric applies only to individuals external to the Licensees organization (i.e. other than employee, contract worker and outsourcer).

交易項目係指 OpenText Solution 儲存文件的年度下載數量 (包括檢視或列印)。此度量資訊僅適用於被授權人組織外部人員 (亦即非員工、約聘人員和外包人員的其他人員)。

REMAINING METRICS - U

剩餘度量資訊 - U

Units

單位

Rental units are rental objects that are managed with SAP Real Estate Management.

租賃單位係指透過 SAP Real Estate Management 來管理的租賃物件。

Users

使用者

Users are individuals who Use the Software. A "User" included in the Metric count cannot be assigned to more than one individual.

使用者為使用軟體的個人。A 不得將度量計數中包含的「使用者」指派給多人。

- *For Collaborative Product Development:* Users represent the number of individuals that are creating / updating engineering records, utilizing functions like recipe development, business context viewer, and status and action management functionality

對於 *Collaborative Product Development* : 使用者代表建立/更新工程記錄、使用生產參數開發、Business Context Viewer 等功能以及狀態與行動管理功能的個人數目。

- *For SAP Contact Center, e-Channel*: Users represent agents and/or supervisors who work in a contact center environment and handle incoming contacts through multiple communication e-channels (like email, chat, SMS and fax) and/or use supervisor tools to supervise contact center agents with e-channel user capability.

對於 *SAP Contact Center* : *電子通路* : 使用者代表專員及/或監督人員, 他們在聯絡中心環境工作, 並透過多重通訊電子管道 (例如, 電子郵件、聊天、簡訊、傳真) 處理傳入之連絡人, 及/或使用主管工具以使用電子管道使用者功能監督聯絡中心專員。

- *For SAP Contact Center, voice channel*: Users represent agents who work in a contact center environment and handle incoming contacts through voice channel and office telephony only or handle outbound campaign calls only. In addition, each port in Interactive Voice Recognition system is also considered a user and should be counted as additional users.

對於 *SAP Contact Center* : *語音通道* : 使用者意指專員, 他們在聯絡中心環境工作, 並且僅透過語音管道和辦公電話處理傳入之連絡人, 或只處理傳出活動通話。另外, 互動語音識別系統也被視為使用者並應計為一個額外使用者。

- *For SAP Real Estate Management*: Users are individuals who manage office, retail and industrial properties and similar portfolios. It is applied for both, owned and operated space, and includes commercial as well as corporate real estate management.

對於 *SAP Real Estate Management* : 「使用者」係指管理辦公室、零售業與工業不動產, 以及類似組合的個人。該詞適用於自有與經商空間, 且包括商業與公司的不動產管理。

- *For SAP Business Intelligence (BI)*: There is no license limit on number of processors or servers used. Users are identified at logon and do not consume a Concurrent Session license. Concurrent Session licenses and Users can be purchased in combination for a Deployment. Licensee may not utilize any program or system to cache or queue report requests. SAP BI users may be entered into the SAP NetWeaver BW system for the purposes of maintaining security. This metric does not replace the overall SAP Named User licensing requirement.

對於 *SAP Business Intelligence (BI)* : 授權並未限制所使用的處理器或伺服器數量。使用者是在登入時識別, 並不會消耗一個同時工作階段授權。同時工作階段授權與使用者可以搭配購買以進行部署。被授權人不得利用任何程式或系統快取或佇列報表要求。SAP BI 使用者可出於維護安全性之目的進入 SAP NetWeaver BW 系統。此度量資訊不會取代整體的 SAP 指定用戶授權要求。

- *For SAP Identity Management and SAP Single Sign-On*: Users are individuals whose credentials and/or user information is managed by the functionality of the licensed Software.

對於 *SAP Identity Management* 和 *SAP Single Sign-On* : 使用者為認證和/或使用資訊由授權軟體的功能管理的個人。

- *For SAP Application Visualization by iRise*
Users are authors who can create/edit a visualization using SAP Application Visualization by iRise and the add-on for general SAP solutions (if applicable).

對於 *SAP Application Visualization (由 iRise 開發)*

使用者係指使用 SAP Application Visualization (由 iRise 開發) 以及一般 SAP 解決方案之附加元件 (如果適用) 建立/編輯視覺效果的作者。

- *For SAP Digital Asset Management by OpenText, limited access option*
Users are limited to search, browse, view and download assets.

對於 *SAP Digital Asset Management (由 OpenText 開發)* : 限制存取選項

使用者僅得搜尋、瀏覽、檢視及下載資產。

- *For Capital Markets Treasury by Calypso and SAP Capital Markets Trading by Calypso*,

對於 *Capital Markets Treasury (由 Calypso 開發)* 和 *SAP Capital Markets Trading (由 Calypso 開發)* ,

Users are defined as employees who engage in capital markets trades and activities and use functionality provided by the item.

使用者被定義成從事市場交易與活動並使用項目所提供之功能的員工。

Active users are individuals that perform transactions Using the Software in a given calendar quarter.

有效使用者係指在指定日曆季度中使用軟體進行交易的個人。

Application Users are licensed SAP Mobile Platform Users accessing a single Application, where “Application” is a set of related functionality developed by an SAP Mobile Platform Developer User using SAP Mobile Platform.

應用程式使用者為存取單一應用程式的單一授權的 SAP Mobile Platform User, 其中「應用程式」是由 SAP Mobile Platform Developer User 使用 SAP 行動平台開發的一組相關功能。

Licensed users are individuals licensed as one of the SAP Named User types defined in the price list.

授權使用者係指獲得價目表中定義的其中一種 SAP 指定用戶類型授權的個人。

- *For ERP, localization Extensions for Republic of Belarus by EPAM package*: Licensed Users - are all individuals licensed as one of the following SAP Named User: SAP Professional User, SAP Employee User, SAP Project User, SAP Worker User, SAP Logistics User.

針對 *ERP, localization Extensions for Republic of Belarus by EPAM package* : 授權使用者 - 均為獲得下列 SAP 指定用戶授權之個人 : SAP Professional User、SAP Employee User、SAP Project User、SAP Worker User、SAP Logistics User。

- *SAP ERP HCM, localization extension for Republic of Belarus by IBA*: Licensed Users - are all individuals licensed as one of the following SAP Named User: SAP Professional User, SAP Employee User, SAP Employee Self-Service User, SAP Employee Self-Service Core User, SAP Manager Self-Service User.

SAP ERP HCM , localization extension for Republic of Belarus by IBA : 授權使用者 - 均為獲得下列 SAP 指定用戶授權之個人 : SAP Professional User、SAP Employee User、SAP Employee Self-Service User、SAP Employee Self-Service Core User、SAP Manager Self-Service User。

Monitored Users are individuals: 1) whose information or credentials are monitored by the Software; and/or 2) who use the reporting console.

監控使用者係指以下人員：1) 由軟體監控其資訊或認證；和/或 2) 使用報告主控台。

Portal users are licensed users with access to a particular deployment of the SAP Portal, including SAP Professional Users, Employee Self-Service/Manager Self-Service Users, and External Community Members.

入口網站使用者係指授權存取特定 SAP 入口網站部署的使用者，包括 SAP Professional User、Employee Self-Service/Manager Self-Service User 以及外部社群成員。

Virtual users are users simulated in the software to test the load on the SAP system.

虛擬使用者係指在軟體中模擬測試 SAP 系統負載的使用者。

REMAINING METRICS - V

剩餘度量資訊 - V

Values

價值

SAP Application Value (SAV) is the sum of list prices for Named Users, External Community Members, Software Engines and Supplementary Products, excluding those items identified in the list of prices and conditions that do not contribute to the SAP Application Value.

SAP 應用程式價值 (SAV) 係指定用戶、外部社群成員、軟體引擎和附加產品價目總額，但不包含價目表及條件中指定不構成 SAP 應用程式價值之項目。

HANA SAP Application Value (HSAV) is the sum of prices for licensed Software, excluding those items identified in the list of prices and conditions that do not contribute to the HANA SAP Application Value.

HANA SAP 應用程式價值 (HSAV) 係授權軟體的價目總額，但不包含價目表及條件中指定不構成 SAP 應用程式價值之項目。

REMAINING METRICS - W

剩餘度量資訊 - W

None listed.

無列出項目。

REMAINING METRICS - X

剩餘度量資訊 - X

None listed.

無列出項目。

REMAINING METRICS - Y

剩餘度量資訊 - Y

None listed.

無列出項目。

REMAINING METRICS - Z

剩餘度量資訊 - Z

None listed.

無列出項目。

Exhibit 3 - Package Restrictions

附錄 3 - 套件限制

1. SAP BUSINESS SUITE AND ENTERPRISE FOUNDATION SAP BUSINESS SUITE AND ENTERPRISE FOUNDATION

1.1 Embedded Analytics

嵌入式分析

Where Licensee holds a valid Package License for any of the below Package(s), such Package License shall include the right for individuals licensed as SAP Professional or Limited Professional Users under the Agreement to (i) view, interact and refresh Crystal Reports, Dashboards content and Lumira storyboards embedded with such licensed Package(s) and (ii) Use the SAP BI Platform and/or SAP BusinessObjects Lumira, server version for the SAP BusinessObjects BI Platform, as delivered with such licensed Package(s), solely to enable the viewing, interacting and refreshing of the Crystal Reports, Dashboards content and Lumira storyboards embedded with such licensed Package(s) (collectively "Embedded Analytics Limited Use Right").

如果被授權人持有以下任何套件的一份有效套件授權，則該套件授權應包括根據本合約授權為 SAP Professional 或 Limited Professional User 的以下個人權利：(i) 檢視、重新整理及與該授權套件內嵌的 Crystal Reports、儀器板內容和 Lumira 故事板互動，及 (ii) 使用隨附於該授權套件的

的 SAP BI 平台及/或供 SAP BusinessObjects BI 平台使用的 SAP BusinessObjects Lumira 伺服器版本，僅限於讓被授權人檢視、重新整理及與該授權套件內嵌的 Crystal Reports、儀表板內容和 Lumira 故事板互動 (統稱為「嵌入式分析有限使用權」)。

Packages That Include Embedded Analytics Limited Use Right:

包括嵌入式分析有限使用權的套件：

- SAP ERP
- SAP SCM
- SAP Transportation Management
- SAP Extended Warehouse Management
- SAP SRM
- SAP CRM
- SAP Environment, Health and Safety
- SAP Manufacturing Integration and Intelligence
- SAP Hybris Marketing

1.1.1 Embedded SAP BusinessObjects Design Studio

嵌入式 SAP BusinessObjects Design Studio

Where Licensee holds a valid Package License for any of the below Package(s), such Package License shall include the right for individuals to view, interact and refresh SAP BusinessObjects Design Studio content embedded with such licensed Package(s). Packages That Include Embedded SAP BusinessObjects Design Studio:

如果被授權人持有以下任何套件的一份有效套件授權，則該套件授權應包括個人有權檢視、重新整理及與該授權套件內嵌的 SAP BusinessObjects Design Studio 內容互動。包括嵌入式 SAP BusinessObjects Design Studio 的套件：

- SAP Cash Management powered by SAP HANA
SAP Cash Management (由 SAP HANA 提供)

1.1.2 Embedded SAP BusinessObjects Enterprise, professional edition

嵌入式 SAP BusinessObjects Enterprise (專業版)

Where Licensee holds a valid Package License for any of the below Package(s), such Package License shall include the right for individuals to view, interact, refresh and modify the content embedded with such licensed Package(s). Packages That Include Embedded SAP BusinessObjects Enterprise, professional edition:

如果被授權人持有以下任何套件的一份有效套件授權，則該套件授權應包括個人有權檢視、互動、重新整理及修改內嵌於此等授權套件的內容。包括嵌入式 SAP BusinessObjects Enterprise (專業版) 的套件：

- SAP Contact Center
- SAP Identity Management

1.2 Enterprise Foundation. Enterprise Foundation

Unlike other Package licenses the SAP ERP Foundation Starter comes with 5 (five) SAP Professional Users in addition to the use rights for the scope of Enterprise Foundation capabilities. Any additionally required Named Users need to be licensed separately. The license for data destruction in Human Capital Management is included in the ERP license. During implementation of ERP Foundation, Licensee may configure such Software to prepare for interfaces with other SAP Packages.

與其他套件授權的差異在於，SAP ERP Foundation Starter 除了包含 Enterprise Foundation 功能範疇的使用權外，還隨附 5 (五) 份 SAP Professional User。如需增加更多指定用戶，則需個別授權。Human Capital Management 之內的資料銷毀授權是包括於 ERP 授權。在執行 ERP Foundation 的同時，被授權人的安裝該軟體以建立與其他 SAP 套件之介面

1.3 SAP Human Capital Management. SAP Human Capital Management

Usage of any integration software and content provided with the SAP HCM software and applicable to an integration between SAP HCM and SuccessFactors' Business Execution Software ("BizX") is permitted only with SAP HCM and a valid, current contract for SuccessFactors BizX. 僅在具有 SAP HCM 及一份當前有效的 SuccessFactors BizX 合約時才允許使用 SAP HCM 軟體提供的任何整合軟體和內容，適用於 SAP HCM 和 SuccessFactors 的 Business Execution Software ("BizX") 之間的整合。

1.4 S/4HANA Packages. S/4HANA 套件

S/4HANA Packages shall only be deployed on a SAP HANA database installation (collectively "S/4HANA Installation"). Only S/4 HANA Packages (and no other Software) shall be deployed on a S/4HANA Installation. For clarity, the preceding sentence only applies to software licensed from SAP, its affiliates and or its authorized distributors and resellers. S/4HANA Packages include a Runtime Software license for S/4HANA Enterprise Management. Notwithstanding anything to the contrary in this SUR, S/4HANA Packages are not licensed for Use with any third party runtime database. For the avoidance of doubt, the "Deployment and Communication Rights and Restrictions" set forth in this SUR apply to S/4HANA Packages.

S/4HANA 套件只能部署在 SAP HANA 資料庫安裝 (合稱「S/4HANA 安裝」) 上。只有 S/4 HANA 套件 (且不包含其他軟體) 得部署於 S/4HANA 安裝上。為免疑義，上句字詞僅適用於授權自 SAP、其關係企業或是其授權經銷商或轉售商的軟體。S/4HANA 套件包括 S/4HANA Enterprise

Management 的執行階段軟體授權。縱使本 SUR 中有不同規定，S/4HANA 套件並非使用第三方執行階段資料庫之授權。為避免疑義，本 SUR 中提到的「Deployment and Communication Rights and Restrictions」適用於 S/4HANA 套件。

Licensee can only Use S/4HANA Packages if Licensee's total expenditure on license fees for SAP HANA Enterprise Edition or SAP HANA Platform Edition exceed(s) or is equal to fifteen percent (15%) of Licensee's total applicable maintenance base. Licensee agrees to maintain such threshold by licensing additional license metrics of such HANA licenses.

若被授權人對於 SAP HANA (企業版) 或 SAP HANA (平台版) 之總授權費用，超過或等於被授權人之總相關維護基本費的百分之十五 (15%)，則被授權人僅可使用 S/4HANA 套件。被授權人同意授權上述 HANA 授權的額外授權度量資訊，以維護上述臨界值。

1.4.1. Named User and Metric Requirements for S/4HANA Packages.

S/4HANA 套件的指定用戶與度量要求

The only S/4HANA Package that requires SAP Named User licenses is S/4HANA Enterprise Management for ERP Customers.

唯一要求 SAP 指定用戶授權的 S/4HANA 套件就是 S/4HANA Enterprise Management for ERP Customers.

1.4.2 SAP S/4HANA Compatibility Packs

SAP S/4HANA Compatibility Packs

"S/4HANA Compatibility Pack" shall mean an S/4HANA compatible copy of the Software shown in the "Classical Solution" column of the Matrix (the list of applicable Software located at the following link: https://uacp.hana.ondemand.com/http.svc/rc/PRODUCTION/pdfac0fa9551dd88809f1000000b441570/1511%20000/en-US/MATRIX_OP1511.pdf). The S/4HANA Compatibility Pack may be Used by Licensee as, and in accordance with the terms of, an S/4HANA Package. Such Use is further subject to the following:

「S/4HANA Compatibility Pack」應指表中「經典解決方案」欄顯示的 S/4HANA 相容軟體版本 (適用軟體清單位於下列連結: https://uacp.hana.ondemand.com/http.svc/rc/PRODUCTION/pdfac0fa9551dd88809f1000000b441570/1511%20000/en-US/MATRIX_OP1511.pdf)。被授權人得遵循其條款，使用 S/4HANA Compatibility Pack 作為 S/4HANA 套件。上述使用應進一步受下列規定限制：

- Licensee must have a license to Use i) such Software in the Classical Solution column of the Matrix and ii) the prerequisite shown on the Matrix.
被授權人必須具有授權以使用以下項目：i) 表中「經典解決方案」欄顯示的軟體、ii) 表中顯示的先決條件。
- S/4HANA Compatibility Packs may only be Used until the applicable expiration date shown on the Matrix.
僅在表中顯示之適用到期日前，方可使用 S/4HANA Compatibility Pack。

1.4.3 S/4HANA Enterprise Management.

S/4HANA Enterprise Management

Licensee shall be deemed to have licensed SAP ERP Package solely for the purpose of meeting the requirement to have a license for SAP ERP Package in order to have the right to Use the ERP Package Compatibility Pack.

被授權人應視為具有獲授權之 SAP ERP 套件，且其僅供符合具有 SAP ERP 套件授權需求之用途，以取得 ERP 套件相容性套件使用權利。

1.4.3.1 S/4HANA Enterprise Management for Professional use. Use is allowed by the number of individuals included in the Licensed Level who perform all of such individual's operational, system administration and management roles supported by the Software for Licensee's internal business purposes.

S/4HANA Enterprise Management for Professional use. 獲得授權層級包含之所有人員允許使用，且這些人員負責執行基於被授權人之內部業務用途，而受軟體支援之營運、系統管理和角色。

1.4.3.2 S/4HANA Enterprise Management for Functional use and S/4HANA Enterprise Management for Productivity use. A description of Solution Capabilities listed can be found at <https://solutionexplorer.sap.com>. Browse by suite, then by S/4HANA >> All Solutions >> Solution capabilities

S/4HANA Enterprise Management (功能用途) 與 S/4HANA Enterprise Management (生產用途)。關於表列解決方案功能的說明，可在下列網址中找到：<https://solutionexplorer.sap.com>。依套件、S/4HANA >> 所有解決方案 >> 解決方案功能的順序瀏覽

(A) *S/4HANA Enterprise Management for Functional use.* Use is allowed by the number of individuals included in the Licensed Level:

S/4HANA Enterprise Management (功能用途)。獲得授權層級包含之所有人員允許使用：

(a) who are employees of Licensee's Business Partners to perform any role supported by the Software in accordance with the license grant set forth in the GTC or Software License Agreement, or (b) who are employees of Licensee to perform the following Solution Capabilities supported by the Software: 1) Project Financial Controls; 2) Project logistics Control; 3) Basic subcontracting; Basic External Processing; 4) Product Development Foundation; 5) Production BOM Management; 6) Recipe / Routing Management; 7) Inspection Planning; 8) Quality Engineering and Quality Improvement; 9) Kanban, JIT Outbound and Inbound Processing; 10) Production Control; Basic Production Execution; 11) Repetitive Manufacturing; 12) Material Requirement Planning; 13) Basic Order Promising / Available to Promise; 14) Goods Issue; Good receipt; Basic Shipping; 15) Basic Warehouse Management; 16) Maintenance Planning and Scheduling; Maintenance Execution; 17) Master Data Maintenance; 18) Self-Service Requisitioning; and 19) Time Sheet

被授權人商業夥伴之員工，負責遵循 GTC 或軟體授權合約中述及之權利授與，執行受軟體支援的所有角色、(b) 被授權人之員工，負責執行受軟體支援的下列解決方案功能：1) 專案財務控制；2) 專案物流控制；3) 基本分包；基本外部處理；4) 產品開發基礎；5) 生產 BOM 管理；6) 參數 / 路由管理；7) 偵測規劃；8) 品質工程與品質改善；9) Kanban、JIT 傳出與傳入處理；10) 生產控制；基本生產執行；11) 重複性製造；12) 物料需求規劃；13) 基本訂單承諾 / 可供承諾；14) 發貨；收貨；基本出貨；15) 基本倉庫管理；16) 維護規劃與排程；維護執行 17) 主資料維護；18) 自助請購；19) 時間表

(B) *S/4HANA Enterprise Management for Productivity use.* Use is allowed by the number of individuals included in the Licensed Level who perform the following Solution Capabilities supported by the Software: 1) Production Control; Basic Production Execution; 2) Material Requirement Planning; 3) Basic Order Promising / Available to Promise; 4) Goods Issue; Good receipt; Basic Shipping; 5) Basic Warehouse Management; 6) Maintenance Execution; 7) Self-Service Requisitioning; and 8) Time Sheet.

S/4HANA Enterprise Management (生產用途)。獲得授權層級包含之所有人員允許使用，其負責執行下列受軟體支援的解決方案功能：1) 生產控制；基本生產執行；2) 物料需求規劃；3) 基本訂單承諾 / 可供承諾；4) 出貨；收貨；基本出貨；5) 基本倉庫管理；6) 維護執行；7) 自助請購；8) 時間表。

1.4.4 S/4HANA Developer access. S/4HANA Developer access

Use is allowed by the number of individuals included in the Licensed Level who access the development tools provided with the licensed S/4HANA Enterprise Management Software for the purpose of making ABAP Modifications and/or Add-ons to any S/4HANA Packages. 獲得授權層級包含之所有人員允許使用，其負責基於建立 ABAP 修改和/或任何 S/4HANA 套件附加元件之目的，存取獲授權 S/4HANA Enterprise Management Software 之隨附開發工具。

1.4.5 S/4HANA Central Finance, central finance foundation (“S/4HANA Central Finance”) S/4HANA Central Finance, central finance foundation (“S/4HANA Central Finance”)

S/4HANA Central Finance includes the following Runtime Software: SAP Application Interface Framework.
S/4HANA Central Finance 包括以下執行階段軟體：SAP Application Interface Framework。

1.4.6 SAP S/4 HANA Incentive and Commission Management SAP S/4 HANA Incentive and Commission Management

SAP Incentive and Commission Management does not include agent portfolio assignment, liability management, actual commissioning and cancellation reserves, portfolio and liability transfer processes.

SAP Incentive and Commission Management 不包括代理的組合指派、責任管理、實際佣金和取消儲備金，以及組合與責任轉移流程。

1.4.7 SAP S/4 HANA Hybris Billing SAP S/4 HANA Hybris Billing

If SAP S/4 HANA Hybris Billing, charging and Billing Software included in the referenced products is Used for, or in support of, billing or revenue share calculation for pre-paid telecommunications products, services or systems in the Restricted Countries or to remotely support prepaid telecommunication systems in the Restricted Countries then Licensee shall be obliged to obtain a license from Freedom Wireless permitting such Use. The Restricted Countries are Australia, Brazil, Canada, China, Israel, Japan, South Korea, Mexico and the United States. Failure to obtain a license from Freedom Wireless permitting such use shall void and release SAP from all related warranties, including without limitation any warranties and/or indemnities with respect to non-infringement of intellectual property rights to the fullest extent provided by applicable law.

若所提及產品包含之「SAP S/4 HANA Hybris Billing (收費及出帳) 軟體」用於或支援在「受限國家/地區」中的預付型電信產品、服務或系統的帳單或營收共用計算，或遠端支援「受限國家/地區」中的預付型電信系統，則被授權人有義務從 Freedom Wireless 獲得允許此類使用之授權。「受限國家/地區」定義為澳大利亞、巴西、加拿大、中國、以色列、日本、南韓、墨西哥與美國。如未能從 Freedom Wireless 獲得允許此類使用的授權，則應在適用法律規定的最大範圍內使 SAP 免於所有相關的擔保，包括但不限於未侵害智慧財產權之任何擔保和/或補償規定。

1.4.8 SAP S/4HANA Governance, Risk and Compliance Solutions SAP S/4HANA Governance, Risk and Compliance 解決方案

The following SAP S/4HANA Governance, Risk and Compliance (S/4HANA GRC) solutions include the following Runtime Software: (i) SAP BusinessObjects BI Platform, (ii) SAP Crystal Reports, (iii) SAP BusinessObjects Dashboards, (iv) SAP BusinessObjects Web Intelligence and (v) SAP BusinessObjects Lumira desktop edition.

以下 SAP S/4HANA Governance, Risk and Compliance (S/4HANA GRC) 解決方案包括下列執行階段軟體：(i) SAP BusinessObjects BI Platform, (ii) SAP Crystal Reports, (iii) SAP BusinessObjects Dashboards, (iv) SAP BusinessObjects Web Intelligence 及 (v) SAP BusinessObjects Lumira (桌面版)。

- a) SAP S/4HANA Process Control
- b) SAP S/4HANA Risk Management

The following S/4HANA GRC solutions are limited (regardless of how many blocks of GRC are licensed) to 10 Users of each of the Following Runtime Software: (i) SAP Crystal Reports, (ii) SAP BusinessObjects Dashboards and (iii) SAP BusinessObjects Lumira desktop edition.

下列 S/4HANA GRC 解決方案針對以下每個執行階段軟體僅限 (無論有多少已獲授權之 GRC 單位) 10 個使用者：(i) SAP Crystal Report, (ii) SAP BusinessObjects Dashboard, 以及 (iii) SAP BusinessObjects Lumira (桌面版)。

- SAP Access Control for SAP S/4HANA
SAP Access Control (適用於 SAP S/4HANA)

The following SAP S/4HANA Governance, Risk and Compliance (S/4HANA GRC) solutions include the following Runtime Software: (i) SAP Crystal Reports, (ii) SAP BusinessObjects Dashboards, (iii) SAP BusinessObjects Lumira desktop edition.

以下 SAP S/4HANA Governance, Risk and Compliance (S/4HANA GRC) 解決方案包括下列執行階段軟體：(i) SAP Crystal Report, (ii) SAP BusinessObjects Dashboard, (iii) SAP BusinessObjects Lumira (桌面版)。

- a) SAP S/4HANA Access Control

1.4.9 SAP Document Access by OpenText for SAP S/4HANA, SAP Archiving by OpenText for SAP S/4HANA.

SAP Document Access (由 OpenText 開發, 適用於 SAP S/4HANA)、SAP Archiving (由 OpenText 開發, 適用於 SAP S/4HANA)

Use is defined as access by employees and contractors who directly use the SAP Software components e.g. enterprise scan, business process views, full text search, etc. and/or store or retrieve documents on the OpenText Archive Server. Support for Data archiving and access of archived data as well as support for SAP Information Lifecycle Management is included for the licensed entity as long as the customer has licensed the minimum number of Archiving or Document Access users.

定義的使用係為由直接使用 SAP 軟體元件 (例如企業掃描、業務流程檢視、完整文字搜尋等等) 的員工或立約人存取，和/或在 OpenText

Archive Server 上存放或截取文件。若客戶已授權最低數量的 Archiving 或 Document Access 使用者，則針對獲授權實體包含資料封存與已封存資料的支援，以及 SAP Information Lifecycle Management 的支援。

1.4.10 SAP Document Access by OpenText, limited access option for SAP S/4HANA, SAP Archiving by OpenText, limited access option for SAP S/4HANA, SAP Extended ECM by OpenText, limited access option for SAP S/4HANA.

SAP Document Access (由 OpenText 開發) : SAP S/4HANA 的限制存取選項、SAP Archiving (由 OpenText 開發) : SAP S/4HANA 的限制存取選項、SAP Extended ECM (由 OpenText 開發) : SAP S/4HANA 的限制存取選項

Each of Licensee's Users are limited to 52 Login Days per year. A "Login Day" means a day with one or more logins to the software by such user.

每位被授權人之使用者限於每年 52 個登入日。「登入日」係指使用者一次或多次登入軟體之日。

1.4.11 SAP S/4HANA for energy utilities meter data management and operations, SAP S/4HANA for energy utilities bill-to-cash management, SAP S/4HANA for water utilities meter data management and operations, SAP S/4HANA for water utilities bill-to-cash management.

SAP S/4HANA (適用於能源公用事業計量資料管理和作業)、SAP S/4HANA (適用於能源公用事業計費至收款管理)、SAP S/4HANA (適用於水公用事業計量資料管理和作業)、SAP S/4HANA (適用於水公用事業計費至收款管理)

The Software includes the following Runtime Software: SAP NetWeaver Gateway for Consumer Access license and SAP Mobile Platform, consumer edition that can solely be used: (1) as a runtime for SAP S/4HANA for energy utilities meter data management and operations and/or SAP S/4HANA for energy utilities bill-to-cash management and/or SAP S/4HANA for water utilities meter data management and operations and/or SAP S/4HANA for water utilities bill-to-cash management, and (2) for customers' extensions and enhancements to SAP S/4HANA for energy utilities meter data management and operations and/or SAP S/4HANA for energy utilities bill-to-cash management and/or SAP S/4HANA for water utilities meter data management and operations and/or SAP S/4HANA for water utilities bill-to-cash management.

「軟體」包含下列執行階段軟體：SAP NetWeaver Gateway for Consumer Access license 和 SAP Mobile Platform (消費者版)，僅可用於下列目的：(1) 作為以下項目的執行階段：SAP S/4HANA (適用於能源公用事業計量資料管理和作業) 和/或 SAP S/4HANA (適用於能源公用事業計費至收款管理) 和/或 SAP S/4HANA (適用於水公用事業計量資料管理和作業) 和/或 SAP S/4HANA (適用於水公用事業計費至收款管理)、(2) 作為以下項目的客戶擴展和增強功能：SAP S/4HANA (適用於能源公用事業計量資料管理和作業) 和/或 SAP S/4HANA (適用於能源公用事業計費至收款管理) 和/或 SAP S/4HANA (適用於水公用事業計量資料管理和作業) 和/或 SAP S/4HANA (適用於水公用事業計費至收款管理)。

**1.5 SAP BW/4 HANA
SAP BW/4 HANA**

Where SAP BW/4HANA is deployed on a runtime version of HANA ("BW/4HANA Runtime Installation"), only data from licensed SAP Software may be loaded into and/or Used with such BW/4HANA Installation. Notwithstanding the preceding sentence, data from non-SAP licensed applications deployed on a full use version of HANA is prohibited from being loaded into BW/4HANA Runtime Installation(s)."

針對 HANA 執行階段版本部署 SAP BW/4HANA 時 (以下稱「BW/4HANA 執行階段安裝」)，僅可將來自授權 SAP 軟體的資料載入和/或併用於此類 BW/4HANA 安裝作業。儘管有上述說明，仍然禁止將完整使用版本 HANA 上部署的非 SAP 授權應用程式資料載入至 BW/4HANA 執行階段安裝。

**1.6 SAP S/4HANA for commercial project management
SAP S/4HANA (適用於商業專案管理)**

SAP S/4HANA for commercial project management (workspaces, cost and revenue planning and issue and change management) includes a runtime license to Planning Application Kit. Use of such runtime is limited solely with SAP S/4HANA for commercial project management

SAP S/4HANA (適用於商業專案管理) (工作區、成本及收益規劃與問題及更改管理) 包括對規劃應用程式套件的執行階段授權。此等執行階段之使用僅限搭配 SAP S/4HANA (適用於商業專案管理)

**2. ERP
ERP**

**2.1 SAP Payroll Processing.
SAP Payroll Processing**

Payroll Processing for the USA requires partner software that is subject to additional license fees.

美國的 Payroll Processing 需要使用事業夥伴軟體 (此軟體需要額外的授權費用)。

**2.2 BSI U.S. Payroll Tax Processing.
BSI U.S. Payroll Tax Processing**

BSI requires licensing of SAP Payroll Processing. Special maintenance agreement required.

BSI 需取得 SAP Payroll Processing 的授權。此軟體需要特殊的維護合約。

**2.3 SAP Enterprise Risk and Compliance Management, risk management and SAP Treasury and Risk Management, treasury operations.
SAP Enterprise Risk and Compliance Management (風險管理) 與 SAP Treasury and Risk Management (財務營運)**

2.3.1 The SAP Enterprise Integration for GRC Policy Survey mobile app included in SAP Enterprise Risk and Compliance Management, risk management Software is Runtime Software that may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. The licensed SAP Enterprise Integration for GRC Policy Survey Mobile app includes SAP Mobile Platform ("Mobile Platform") and/or SAP Sybase 365 Mobiliser Platform ("Mobiliser Platform") as Runtime Software. The Mobile Platform and Mobiliser Platform are licensed for use with the licensed SAP Enterprise Risk and Compliance Management, risk management Software only. Any additional use of the Mobile Platform or Mobiliser Platform requires an additional license.

SAP Enterprise Risk and Compliance Management : 風險管理軟體中包括的 SAP Enterprise Integration for GRC Policy Survey mobile app 為

執行階段軟體，可能會向第三方行動應用程式商店要求下載額外元件。每一額外元件都受其個別授權合約規範。授權的 SAP Enterprise Integration for GRC Policy Survey Mobile app 包括 SAP Mobile Platform (以下稱「Mobile Platform」) 及/或 SAP Sybase 365 Mobiliser Platform (以下稱「Mobiliser Platform」) 作為執行階段軟體。Mobile Platform 和 Mobiliser Platform 經授權僅與授權的 SAP Enterprise Risk and Compliance Management : 風險管理軟體搭配使用。任何額外使用 Mobile Platform 或 Mobiliser Platform 需要額外授權。

2.3.2 The SAP Enterprise Integration for Payment Approval Mobile App Software (“Payment Approval App”) included in SAP Treasury and Risk Management, treasury operations Software is Runtime Software that may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. The licensed Payment Approval App includes SAP Mobile Platform (“Mobile Platform”) and/or SAP Sybase 365 Mobiliser Platform (“Mobiliser Platform”) as Runtime Software. The Mobile Platform and Mobiliser Platform are licensed for use with the licensed SAP Treasury and Risk Management, treasury operations Software only. Any additional use of the Mobile Platform or Mobiliser Platform requires an additional license

SAP Treasury and Risk Management 財務營運軟體中包括的 SAP Enterprise Integration for Payment Approval Mobile App 軟體 (以下稱「Payment Approval App」) 為執行階段軟體，可能會向第三方行動應用程式商店要求下載額外元件。每一額外元件都受其個別授權合約規範。授權的 Payment Approval App 包括 SAP Mobile Platform (以下稱「Mobile Platform」) 及/或 SAP Sybase 365 Mobiliser Platform (以下稱「Mobiliser Platform」) 作為執行階段軟體。Mobile Platform 和 Mobiliser Platform 經授權僅與授權的 SAP Treasury and Risk Management 財務營運軟體搭配使用。任何額外使用 Mobile Platform 或 Mobiliser Platform 需要額外授權。

2.4 SAP Treasury and Risk Management SAP Treasury and Risk Management

Use of SAP Treasury and Risk Management is limited to a maximum of a hundred (100) active, investment-related security classes in the securities area*. In case a larger number of security classes are required, the Industry Package SAP Financial Asset Management for Insurance have to be licensed.

SAP Treasury and Risk Management 的使用僅限於證券領域*中最多一百 (100) 種熱門、投資相關的證券類別。如需更大量的證券類別，則必須取得產業套件 SAP Financial Asset Management 及/或 for Insurance 的授權。

* In the SAP system each security (e.g. stocks) is a class. The class data includes all the structure characteristics of a security. Since the creation of transactions and the management of positions in the transaction manager are based on product types, each class needs to be assigned to a product type.

* 在 SAP 系統中，每支證券 (例如股票) 都是一個類別。類別資料包含證券的所有結構特性。因為在交易管理程式中，交易的建立與位置的管理都是以產品類型為基礎，所以每個類別都需要指定給某個產品類型。

2.5 SAP (EHS Management, Environment, Health and Safety; SAP EHS Management, Product Safety; SAP EHS Management, Product and REACH compliance.)

SAP (EHS Management : 環境、健康與安全 ; SAP EHS Management : 產品安全 ; SAP EHS Management : 符合產品與 REACH 規範)

SAP only warrants the functional scope of the aforementioned products. However, SAP does not warrant or guarantee regulatory compliance of these products. Implementation of these products in accordance with regulatory compliance requirements is within the responsibility of Licensee.

SAP 僅針對前述產品之功能範圍提供保證然而，SAP 並不保證這些產品的合規性被授權人有責在使用這些產品時符合法規要求

SAP provides publicly available information to support business processes of calculations and reporting, herein called content, within the EHS Management, Environment, Health, and Safety software product. SAP does not warrant the accuracy of this content or that licensee will obtain any specific results from the use of the content. SAP only warrants that SAP has used reasonable business care in collecting and compiling the content.

SAP 在 EHS Management : 環境、健康與安全軟體產品中提供可公開存取的資訊以支援商業性計算及報告，下稱內容。SAP 無法保證內容的準確性，也不保證被授權人可以透過使用這些內容以獲取特定之結果 SAP 僅保證在蒐集及彙整內容時已善盡合理企業責任

2.6 SAP EHS Management, Environment, Health and Safety.

SAP EHS Management : 環境、健康與安全

Individuals who utilize the incident management functionality of SAP EHS Management, Environment, Health and Safety solely to enter data for initial incident reporting and to provide data for incident investigations do not require a Named User license. Such data entry may occur asynchronously (off-line) via the Adobe Interactive Form tool, synchronously (on-line) by direct interaction with the SAP system, or via mobile devices. This exception applies only to incident management data entry use, and does not apply to any other uses of the incident management functionality or any other functionality of SAP EHS Management including incident processing, investigation, and performance and regulatory reporting. SAP EHS Management, , environment, health, and safety does not include rights to SAP EHS Management, Product Safety and SAP EHS Management, Product REACH and Compliance.

利用 SAP EHS Management : 環境、健康與安全的事件管理功能僅為初步事件報告輸入資料並為事件調查提供資料的個人，不需要指定用戶授權。此類資料得透過 Adobe Interactive Form 工具非同步地 (離線) 輸入、透過直接與 SAP 系統互動同步地 (線上) 輸入，或透過行動裝置輸入。

這項例外僅適用於事故管理資料輸入之用途，並不適用於任何其他事故管理功能或任何其他 SAP EHS Management 功能之用途，包括事故處理、調查、以及履行狀況與主管機關報告。SAP EHS Management : 環境、健康與安全不包括對 SAP EHS Management : 產品安全和 SAP EHS Management : 產品 REACH 和符合規範之權利。

The SAP Enterprise Integration EHS Safety Issue Mobile App Software is Runtime Software that may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. The licensed SAP Enterprise Integration EHS Safety Issue Mobile Apps includes SAP Mobile Platform (“Mobile Platform”) and/or SAP Sybase 365 Mobiliser Platform (“Mobiliser Platform”) as Runtime Software. The Mobile Platform and Mobiliser Platform are licensed for use with the licensed SAP Enterprise Integration for Mobile Apps only. Any additional use of the Mobile Platform or Mobiliser Platform requires an additional license.

SAP Enterprise Integration EHS Safety Issue Mobile App 軟體可能會要求向第三方行動應用程式商店下載額外元件。每一額外元件都受其個別授權合約規範。授權的 SAP Enterprise Integration EHS Safety Issue Mobile Apps 包括 SAP Mobile Platform (以下稱「Mobile Platform」) 及/或 SAP Sybase 365 Mobiliser Platform (以下稱「Mobiliser Platform」) 作為執行階段授權。Mobile Platform 和 Mobiliser Platform 經授權僅與授權的 SAP Enterprise Integration for Mobile Apps 搭配使用。任何額外使用 Mobile Platform 或 Mobiliser Platform 需要額外授權。

2.7 SAP EHS Regulatory Content. SAP EHS Regulatory Content.

2.7.1 Use of SAP EHS Regulatory Content is limited solely to Licensee's own business processes. This license does not permit Licensee to use the SAP EHS Regulatory Content to provide services to third parties.

SAP EHS Regulatory Content 的使用僅限於被授權人自己的業務程序。本授權不允許被授權人使用 SAP EHS Regulatory Content 向第三方提供服務。

2.7.2 SAP EHS Regulatory Content is SAP Material within the meaning of the governing terms.

SAP EHS Regulatory Content 係指約束條款中的 SAP 資料。

2.7.3 The license granted for SAP EHS Regulatory Content is subject to Licensee obtaining a valid license for applicable SAP EHS Management, SAP Transportation Management or other applicable software ("On Premise Software"). For the avoidance of doubt, no prior licensing of On Premise Software is required in order to utilize the Online Viewer.

為 SAP EHS Regulatory Content 授予授權取決於被授權人是否取得適用 SAP EHS Management、SAP Transportation Management 或其他適用軟體 (「內部部署軟體」) 的有效授權。為避免疑義，不需內部部署軟體的先前授權便可使用線上檢視器。

2.7.4 The SAP EHS Regulatory Content consists of phrases, rules, substance lists, reference data, and document templates for geographic regions (depending on the package licensed in the Order Form) that may be downloaded by Licensee for use in connection with the On Premise Software or viewed online via an internet URL.

SAP EHS Regulatory Content 包含地理區域的用語、規則、物質清單、參考資料和文件範本 (取決於訂購單中授權的套件)，被授權人可將其下載與內部部署軟體關聯使用，或透過網際網路 URL 進行線上檢視。

2.7.5 Data provided under this Order Form from certain publications by public authorities is passed through to the Licensee on a free of charge basis.

本訂購單下載之來自公共機構發佈的某些資料將免費傳遞給被授權人。

2.7.6 SAP may, in its sole discretion upon written or electronic notification to Licensee, change or modify the URL address, in any manner that SAP deems necessary or desirable from time to time.

SAP 得依其自行考量並透過書面或電子方式通知被授權人，隨時以其所認定必須或可行之任何方式，變更或修改該網址。

2.7.7 The SAP EHS Regulatory Content may not be modified or altered in any way by the Licensee except that the Licensee may modify or alter SAP EHS Regulatory Content solely to record its own phrases, rules and data. Licensee may not create its own databases from the SAP EHS Regulatory Content for use other than in connection with Licensee's own internal use. Licensee may not sell or license the SAP EHS Regulatory Content to third parties.

除非被授權人僅為記錄其自身的用語、規則和資料而修改或更改 SAP EHS Regulatory Content，否則被授權人不得以任何方式修改或更改 SAP EHS Regulatory Content。被授權人不得為與被授權人自身的內部使用相關以外的用途從 SAP EHS Regulatory Content 建立其自身的資料庫。被授權人不得銷售或授權 SAP EHS Regulatory Content 給第三方。

2.7.8 The SAP EHS Regulatory Content may only be loaded on servers owned and controlled by Licensee or servers owned and controlled by third parties which are approved in writing by SAP. Licensee is solely responsible for the security of the SAP EHS Regulatory Content once downloaded and is responsible for maintaining adequate back-up and security measures, including firewalls, to prevent unauthorized access to or loss of the downloaded SAP EHS Regulatory Content.

SAP EHS Regulatory Content 僅可裝載於被授權人所擁有或控制之伺服器，或經 SAP 以書面方式核准的第三方所擁有或控制之伺服器。被授權人僅需負責 SAP EHS Regulatory Content 之安全，並負責維持充分之備份和安全措施 (包括防火牆)，以防止下載的 SAP EHS Regulatory Content 遭未經授權之存取或遺失。

2.7.9 SAP EHS Regulatory Content may be updated from time to time: only the current version of SAP EHS Regulatory Content should be used. Content updates may add new content, replace content or delete previously available content.

SAP EHS Regulatory Content 可不時更新：僅應使用 SAP EHS Regulatory Content 的最新版本。內容更新可新增新內容、替換內容或刪除先前可用的內容。

2.7.10 Licensee acknowledges that failure to use the most current version of the SAP EHS Regulatory Content may result in the Service rendering inaccurate or incomplete results and will void the warranty provided by SAP under the governing terms. Licensee is solely responsible for any damages suffered as a result of: (i) its alteration or modification of the SAP EHS Regulatory Content; or (ii) its use of outdated SAP EHS Regulatory Content where SAP has made an updated version available.

被授權人確認，未使用最新版本的 SAP EHS Regulatory Content 可能導致本服務提供不準確或不完整的結果，並將使 SAP 依約束條款提供的保固無效。被授權人僅負責因以下行為遭受的損害：(i) 更改或修改 SAP EHS Regulatory Content；或 (ii) 在 SAP 已提供更新版本的情況下使用過時的 SAP EHS Regulatory Content。

2.7.11 Upon termination of the applicable Order Form, Licensee will not receive any updates to the SAP EHS Regulatory Content, but has a perpetual license to use SAP EHS Regulatory Content that it has already downloaded prior to termination.

終止適用訂購單後，被授權人不會取得 SAP EHS Regulatory Content 的任何更新，但擁有使用終止前已下載之 SAP EHS Regulatory Content 的永久授權。

2.7.12 Use by Subsidiaries shall be in accordance with the governing terms.

子公司使用應符合約束條款。

2.8 SAP Incentive and Commission Management SAP Incentive and Commission Management

SAP Incentive and Commission Management does not include agent portfolio assignment, liability management, actual commissioning and cancellation reserves, portfolio and liability transfer processes.

SAP Incentive and Commission Management 不包括代理的組合指派、責任管理、實際佣金和取消儲備金，以及組合與責任轉移流程。

2.9 **SAP Quality Issue Management** **SAP Quality Issue Management**

Individuals who Use SAP Quality Issue Management solely to enter data for initial incident reporting and to provide data for incident investigations do not require Named User licenses. Such data entry may occur asynchronously (off-line) via the Adobe Interactive Form tool, synchronously (on-line) by direct interaction with the SAP system, or via mobile devices. This exception applies only to incident management data entry use, and does not apply to any other uses of the incident management functionality or any other functionality of SAP Quality Issue Management.

利用 SAP Quality Issue Management 僅為初步事件報告輸入資料並為事件調查提供資料的個人，不需要指定用戶授權。此類資料得透過 Adobe Interactive Form 工具非同步地 (離線) 輸入、透過直接與 SAP 系統互動同步地 (線上) 輸入，或透過行動裝置輸入。這項例外僅適用於事件管理資料輸入之用途，並不適用於事件管理功能或 SAP Quality Issue Management 任何其他功能之用途。

2.10 **SAP Management of Change** **SAP Management of Change**

A named user license is not required for employees, contractors, and business partner users that interact with SAP Management of Change solely to create a change request. This exception applies only change request creation, and does not apply to the use of any other functionality of SAP Management of Change including approvals.

僅使用 SAP Management of Change 來建立變更要求的員工、承包商及事業夥伴使用者，則無需取得指定用戶授權。這項例外僅適用於建立變更要求之用途，並不適用於使用任何其他 SAP Management of Change 功能之用途，包括核准。

2.11 **Line Of Business** **業務體系**

2.11.1 Track & Trace and Extended Warehouse Management 追蹤和追溯與延伸倉庫管理

Business Partners of Licensee accessing Track & Trace and Extended Warehouse Management solutions solely to view the tracking status and report event messages do not require a SAP Named User license.

存取追蹤和追溯與延伸倉庫管理解決方案僅為檢視追蹤狀態和報告事件訊息的被授權人業務夥伴，無需取得 SAP 指定用戶授權。

2.11.2 SAP Transportation Management/SAP Transportation Management for T&L SAP Transportation Management/SAP Transportation Management for T&L

External users accessing SAP Transportation Management/SAP Transportation Management for T&L for the explicit and restricted set of tasks of viewing freight contracts, viewing and updating rate sheets, viewing invoice status and dispute management, viewing shipment order status, viewing carrier booking status, viewing of route maps, viewing and responding to shipment tenders (request for quotations) do not require a SAP Named User license. This includes any user necessary for SAP Gateway access. External users are customers and/or employees of a business partner of the company licensing SAP Software.

外部使用者若需存取 SAP Transportation Management/SAP Transportation Management for T&L，以取得下列明確並受限的作業範圍：檢視運輸契約、檢視和更新價目表、檢視發票狀態和爭議管理、檢視出貨訂單狀態、檢視承運人預訂狀態、檢視線路圖、檢視並回應出貨投標 (報價請求)，皆不需 SAP 指定用戶授權。這包括 SAP Gateway 存取所必要的任何使用者。外部使用者係指取得 SAP 軟體授權之公司事業夥伴的客戶和/或員工。

2.11.3 SAP Extended Warehouse Management SAP Extended Warehouse Management

This license includes the following Runtime Software: SAP HANA App SAP Labor Demand Planning.

本授權包括下列執行階段軟體：SAP HANA App SAP Labor Demand Planning。

2.11.4 SAP Manufacturing Execution (ME) SAP Manufacturing Execution (ME)

SAP Manufacturing Execution (ME) includes SAP Manufacturing Integration and Intelligence (MII) as Runtime Software solely for use in integrating ME to Licensee's SAP system.

SAP Manufacturing Execution (ME) 包括 SAP Manufacturing Integration and Intelligence (MII) 作為執行階段軟體僅用於將 ME 整合到被授權人的 SAP 系統。

2.11.5 SAP Customer Engagement and Commerce (CEC) SAP Customer Engagement and Commerce (CEC)

Use of the following CEC Packages does not require a Named User license:

使用以下 CEC 套件不需要指定用戶授權：

- SAP CRM Sales
SAP CRM Sales
- SAP CRM Service
SAP CRM Service
- SAP CRM Marketing
SAP CRM Marketing
- SAP CRM Loyalty Management
SAP CRM Loyalty Management
- SAP Real-Time Offer Management
SAP Real-Time Offer Management
- SAP Sales and Service Order Processing
SAP Sales and Service Order Processing
- SAP Contact Center
SAP Contact Center
- SAP Incentive and Commissions Management
SAP Incentive and Commissions Management
- SAP Trade Promotion Planning and Management
SAP Trade Promotion Planning and Management
- SAP Advanced Analytics for Trade Management
SAP Advanced Analytics for Trade Management
- SAP Customer Business Planning
SAP Customer Business Planning
- SAP Configure, Price and Quote for product configuration
SAP Configure, Price and Quote (適用於產品組態)
- SAP Configure, Price and Quote for solution sales configuration
SAP Configure, Price and Quote (適用於解決方案銷售組態)
- Desktop Connctcion for SAP CRM – enterprise edition
Desktop Connctcion for SAP CRM – 企業版
- SAP Intellectual Property Management
SAP Intellectual Property Management

Use of the following SAP Hybris Billing related Packages does not require a Named User license:

使用以下 SAP Hybris Billing 相關套件不需要指定用戶授權：

- SAP Hybris Billing
SAP Hybris Billing
- SAP Hybris Billing, charging
SAP Hybris Billing：計費
- SAP Hybris Billing, invoicing
SAP Hybris Billing：發票開立
- SAP Hybris Billing, customer financials
SAP Hybris Billing：客戶財務
- SAP Hybris Billing, flexible solution billing
SAP Hybris Billing：彈性解決方案計費
- SAP Hybris Billing, mediation by DigitalRoute
SAP Hybris Billing：中介 (由 DigitalRoute 開發)

Use of the following SAP Hybris Packages does not require a Named User license:

使用以下 SAP Hybris 套件不需要指定用戶授權：

- SAP Hybris Commerce
SAP Hybris Commerce
- SAP Hybris Commerce, advanced personalization module
SAP Hybris Commerce：進階個人化模組
- SAP Hybris Commerce, order management services
SAP Hybris Commerce：訂單管理服務
- SAP Hybris Commerce Web content management module
SAP Hybris Commerce：Web 內容管理模組
- SAP Hybris Commerce, telco accelerator
SAP Hybris Commerce：電信業加速器
- SAP Hybris Commerce, subscription & bundling module
SAP Hybris Commerce：訂閱和配套模組
- SAP Hybris Product Content Management
SAP Hybris Product Content Management
- SAP Hybris Commerce, entitlements & metering
SAP Hybris Commerce：權益和計量

- SAP Hybris Commerce, financial services accelerator
SAP Hybris Commerce : 金融服務加速器
- SAP Hybris Commerce, travel accelerator
SAP Hybris Commerce : 差旅加速器
- SAP Hybris Commerce, public sector accelerator
SAP Hybris Commerce : 公共部門加速器
- SAP Hybris Customer Experience
SAP Hybris Customer Experience
- SAP Hybris Commerce, non-transactional website
SAP Hybris Commerce : 非交易網站
- SAP Hybris Commerce, edge edition, B2C option
SAP Hybris Commerce (Edge 版) : B2C 選項
- SAP Hybris Commerce, edge edition, B2B option
SAP Hybris Commerce (Edge 版) : B2B 選項
- SAP Hybris Marketing, data management
SAP Hybris Marketing : 資料管理
- SAP Hybris Marketing, segmentation option
SAP Hybris Marketing : 區隔選項
- SAP Hybris Marketing, acquisition option
SAP Hybris Marketing : 取得選項
- SAP Hybris Marketing, recommendation option
SAP Hybris Marketing : 推薦選項
- SAP Hybris Marketing, insight option
SAP Hybris Marketing : 洞察選項
- SAP Hybris Marketing, planning option
SAP Hybris Marketing : 規劃選項
- SAP Hybris Digital Documents by OpenText, first 200 units
SAP Hybris Digital Documents (由 OpenText 開發), 第一版 200 個單元
- SAP Hybris Digital Asset Management by OpenText
SAP Hybris Digital Asset Management (由 OpenText 開發)
- SAP Hybris Digital Asset Management by OpenText, limited access option
SAP Hybris Digital Asset Management (由 OpenText 開發) : 限制存取選項

2.11.5.1 SAP CRM Sales; SAP CRM Service; SAP CRM Marketing
SAP CRM Sales ; SAP CRM Service ; SAP CRM Marketing

Use of SAP CRM Sales, SAP CRM Service and SAP CRM Marketing packages is limited to Licensee and its affiliates/subsidiaries.
SAP CRM Sales、SAP CRM Service 和 SAP CRM Marketing 套件的使用限於被授權人及其關係企業/子公司。

2.11.5.2 SAP CRM Sales, Limited Access; SAP CRM Service, Limited Access; SAP CRM Marketing, Limited Access
SAP CRM Sales, Limited Access ; SAP CRM Service, Limited Access ; SAP CRM Marketing, Limited Access

Licensing of SAP CRM Sales, Limited Access; SAP CRM Service, Limited Access; or SAP CRM Marketing, Limited Access allows Licensee's Business Partners to access the SAP CRM Sales; SAP CRM Service; or SAP CRM Marketing package respectively, in accordance with the terms of the Agreement.

SAP CRM Sales, Limited Access、SAP CRM Service, Limited Access 或 SAP CRM Marketing, Limited Access 的授權允許被授權人的業務夥伴根據合約條款分別存取 SAP CRM Sales、SAP CRM Service 或 SAP CRM Marketing 套件。

2.11.6 SAP Hybris Commerce Suite. The SAP Hybris Product Content Management (PCM) included in the SAP Hybris Commerce Suite is Runtime Software and use of PCM is limited to online channels used within the SAP Hybris Commerce Suite . Any other Use of PCM will require additional licenses.

SAP Hybris Commerce Suite。SAP Hybris Commerce Suite 內含的 SAP Hybris Product Content Management (PCM) 為執行階段軟體，使用 PCM 應僅限於 SAP Hybris Commerce Suite 中所用的線上通路。其他所有 PCM 使用方式皆必須額外取得授權。

2.11.7.1 SAP Enterprise Product Engineering Package
SAP Enterprise Product Engineering 套件

SAP Product Engineering Package includes the following Runtime Software: Visual Enterprise Generator and Collaborative Product Development and Product Structure Synchronization. Use of Collaborative Product Development and Product Structure Synchronization is limited to product development functionality. Use of Visual Enterprise Generator is limited to 1 core of usage. Any Use in excess of the foregoing will require licensing of the full use version of Visual Enterprise Generator

SAP Enterprise Product Engineering 套件包括下列執行階段軟體：Visual Enterprise Generator 和 Collaborative Product Development 與 Product Structure Synchronization。Collaborative Product Development 及 Product Structure Synchronization 之使用，應以產品開發功能為限。Visual Enterprise Generator 之使用，則以 1 個使用核心為限。任何使用如超過前述限額，必須取得 Visual Enterprise Generator 完整使用版本之授權

- 2.11.7.2 SAP Enterprise Product Formulation Package
SAP Enterprise Product Formulation 套件
- SAP Product Formulation Package includes the following Runtime Software: Collaborative Product Development and Product Structure Synchronization. Use of Collaborative Product Development and Product Structure Synchronization is limited to recipe development functionality
- SAP Enterprise Product Formulation 套件包括下列執行階段軟體：Collaborative Product Development 與 Product Structure Synchronization。Collaborative Product Development 及 Product Structure Synchronization 之使用，應以生產參數開發功能為限
- 2.11.8 SAP Yard Logistics
SAP Yard Logistics
- SAP Yard Logistics includes Runtime Software of SAP's Extended Warehouse Management (EWM). Use of SAP Extended Warehouse Management excludes Use of processes based on inbound or outbound deliveries, material flow system related functionality, as well as stock-keeping processes (other than Transportation Unit and Yard related processes).
- SAP Yard Logistics 包含 Runtime Software of SAP's Extended Warehouse Management (EWM)。SAP Extended Warehouse Management 的使用將排除基於對外或對內傳送之程序、物料流動系統相關功能及存貨維持程序 (非 Transportation Unit 和 Yard 相關程序) 的使用。
- 2.11.9 SAP ERP, supply chain integration add-on for SAP Integrated Business Planning
SAP ERP, 適用於 SAP Integrated Business Planning 的供應鏈整合 Add-On
- SAP ERP, supply chain integration add-on for SAP Integrated Business Planning may only be used to facilitate the integration of ERP with other SAP Software.
- SAP ERP, 適用於 SAP Integrated Business Planning 的供應鏈整合 Add-On 僅可用於增進與其他 SAP 軟體的 ERP 整合。
- 2.11.10 SAP Extended Sourcing and SAP Contracts Lifecycle Management
SAP Extended Sourcing 與 SAP Contracts Lifecycle Management
- SAP Extended Sourcing and SAP Contracts Lifecycle Management includes the following Runtime Software: SAP BusinessObjects BI Platform, to be used only in conjunction with SAP Extended Sourcing and SAP Contracts Lifecycle Management.
- SAP Extended Sourcing 與 SAP Contracts Lifecycle Management 包括下列執行階段軟體：SAP BusinessObjects BI Platform, 僅供搭配 SAP Extended Sourcing 與 SAP Contracts Lifecycle Management 一同使用。
- 2.11.11 SAP Sales and Service Order Processing ("SSOP")
SAP Sales and Service Order Processing (以下稱「SSOP」)
- Use of SSOP is limited to access by Consumers/Constituents of Licensee solely to create and submit Orders through SSOP. SSOP 僅限供被授權人的客戶/委託人專門用於透過 SSOP 建立和提交訂單。

3. INDUSTRY PORTFOLIO

產業組合

3.1 SAP Upstream Operations Management for Oil & Gas. SAP Upstream Operations Management for Oil & Gas

The use of SAP Manufacturing Integration and Intelligence is Runtime Software that is restricted to upstream production, scheduling, allocation, and maintenance only.

所使用的 SAP Manufacturing Integration and Intelligence 為執行階段軟體，僅限於上游生產、排程、分配和維護。

3.2 SAP Secondary Distribution Management for Oil & Gas. SAP Secondary Distribution Management for Oil & Gas

The license for "SAP Secondary Distribution Management for Oil & Gas" includes a license of the industry package "SAP Hydrocarbon Management for Oil & Gas" for up to 50,000 BOEPD sold.

「SAP Secondary Distribution for Oil & Gas」的授權包括產業套件「SAP Hydrocarbon Management for Oil & Gas」的授權，最高可達 50,000 個售出的 BOEPD。

3.3 SAP Fashion Management Solution SAP Fashion Management 解決方案

SAP Fashion Management licensee may not use SAP Retail Merchandizing processes (other than Fashion Article and Variant / Fashion Master Data) without licensing SAP Retail Merchandising.

SAP Fashion Management 被授權人不得在未授權 SAP Retail Merchandising 的情況下使用 SAP Retail Merchandizing 流程 (而非 Fashion Article 和 Variant / Fashion Master Data)。

3.4 SAP Military Data Exchange. SAP Military Data Exchange

SAP Military Data Exchange is not available for all countries, for details please see contact information at www.sap.com/defense-security

我們並未針對所有國家/地區全面提供 SAP Military Data Exchange, 請參閱 www.sap.com/defense-security 上的聯絡資訊以取得詳細資料。

3.5 **SAP Tax, Benefits, and Payment Processing for Public Sector** **SAP Tax, Benefits, and Payment Processing for Public Sector**

The SAP Tax, Benefits, and Payment Processing for Public Sector includes a restricted SAP NetWeaver Gateway for Consumer Access license that can solely be used

SAP Tax, Benefits, and Payment Processing for Public Sector 包括受限的 SAP NetWeaver Gateway for Consumer Access 授權，僅可用於下列目的：

- (1) to access processes which are included in the SAP Tax, Benefits, and Payment Processing for Public Sector
存取包含於 SAP Tax, Benefits, and Payment Processing for Public Sector 之程序
- (2) for customers' extensions and enhancements within SAP Tax, Benefits, and Payment Processing for Public Sector
客戶在 SAP Tax, Benefits, and Payment Processing for Public Sector 中的延伸或強化

A Named User License for Tax, Benefits, and Payment Processing for Public Sector is not needed for external users representing the contact (e. g. taxpayer or tax accountants on behalf of the taxpayer accessing the system for online filing and payments), unless they are working on behalf of the licensee (e. g. a job assessor...)

對於代表聯絡人的外部使用者，不需要 Tax, Benefits, and Payment Processing for Public Sector 的指定用戶授權 (例如，納稅人或代表納稅人存取系統以進行線上填寫和支付之納稅義務人)，除非係代表被授權人執行 (例如，工作鑑定人員...)

3.6 **SAP Realtime Situational Awareness for Public Sector** **SAP Realtime Situational Awareness for Public Sector**

Use of this package does not require an SAP Named User. This package includes the following Runtime Software: (i) SAP BusinessObjects Predictive Analytics Modeler – limited to five (5) Users per Licensee; (ii) SAP Replication Server, Premium Edition – limited to four (4) Cores per Licensee; (iii) SAP Data Service – limited to eight (8) Cores per Licensee; (iv) SAP BusinessObjects Enterprise, professional edition; and (v) SAP Mobile Platform.

使用此套件不需要 SAP 指定用戶。此套件包括下列執行階段軟體：(i) SAP BusinessObjects Predictive Analytics Modeler – 每個被授權人限於五 (5) 名使用者；(ii) SAP Replication Server (頂級版) – 限於每個被授權人四 (4) 個核心；(iii) SAP Data Service – 限於每個被授權人八 (8) 個核心；(iv) SAP BusinessObjects Enterprise (專業版)；以及 (v) SAP Mobile Platform。

3.7 **SAP Hybris Billing, charging; SAP Hybris Billing** **SAP hybris Billing : 計費 ; SAP Hybris Billing**

If SAP Hybris Billing, charging and Billing Software included in the referenced products is Used for, or in support of, billing or revenue share calculation for pre-paid telecommunications products, services or systems in the Restricted Countries or to remotely support prepaid telecommunication systems in the Restricted Countries then Licensee shall be obliged to obtain a license from Freedom Wireless permitting such Use. The Restricted Countries are Australia, Brazil, Canada, China, Israel, Japan, South Korea, Mexico and the United States. Failure to obtain a license from Freedom Wireless permitting such use shall void and release SAP from all related warranties, including without limitation any warranties and/or indemnities with respect to non-infringement of intellectual property rights to the fullest extent provided by applicable law.

如所提及之產品所含之「SAP Hybris Billing : 計費及出帳軟體」用於或支援在「受限國家/地區」中的預付型電信產品、服務或系統的帳單或營收共用計算，或遠端支援「受限國家/地區」中的預付型電信系統，則被授權人有義務從 Freedom Wireless 獲得允許此類使用之授權。「受限國家/地區」定義為澳大利亞、巴西、加拿大、中國、以色列、日本、南韓、墨西哥與美國。如未能從 Freedom Wireless 獲得允許此類使用的授權，則應在適用法律規定的最大範圍內使 SAP 免於所有相關的擔保，包括但不限於未侵害智慧財產權之任何擔保和/或補償規定。

3.8 **SAP Multichannel Foundation for Utilities** **SAP Multichannel Foundation for Utilities**

The SAP Multichannel Foundation for Utilities includes a restricted SAP NetWeaver Gateway for Consumer Access license and SAP Mobile Platform, consumer edition that can solely be used.

SAP Multichannel Foundation for Utilities 包括受限的 SAP NetWeaver Gateway for Consumer Access 授權及 SAP Mobile Platform, consumer edition，僅可用於：

- (1) as a runtime for SAP Multichannel Foundation for Utilities, and
作為 SAP Multichannel Foundation for Utilities 的執行階段，及
- (2) for customers' extensions and enhancements to SAP Multichannel Foundation for Utilities
客戶延伸和增強 SAP Multichannel Foundation for Utilities

It is mandatory to have all online users represented in the Multichannel user management module. If the customer is using or plans to use a third party user management application, the customer needs to interface/replicate the online users to the Multichannel user management module.

必須讓所有線上使用者出現在多通路使用者管理模組中。若客戶正使用或計劃使用第三方使用者管理應用程式，則客戶需要將線上使用者介接/複製到多通路使用者管理模組。

3.9 **SAP Event Ticketing** **SAP Event Ticketing**

Exception from Standard Named User requirement:

標準指定用戶要求的例外情況：

If Event Ticketing is used stand-alone (i.e. customer has not licensed any other SAP Software), no SAP Named Users are required.

如果 Event Ticketing 為單獨使用 (例如, 客戶未授權任何其他 SAP 軟體), 則不需要任何 SAP 指定用戶。

If Event Ticketing is deployed in an environment with other SAP products, Named Users must be licensed according to the following rules:

如果 Event Ticketing 與其他 SAP 產品共同部署於一個環境中, 則指定用戶必需依據下列規則取得授權:

(1) For employees of Licensee exclusively using the system in ticket-selling roles (e.g. box-office sales, call center agent, web shop user), a SAP Professional User must be licensed.

對於僅以售票角色 (例如, 票房銷售、客服中心專員、網點使用者) 使用系統之被授權人員工, SAP Professional User 必須取得授權。

(2) For users who are not employees of the customer, and who access the system exclusively in ticket-selling roles, no Named User needs to be licensed.

對於並非客戶員工之使用者以及僅以售票角色存取系統之使用者, 不需取得指定用戶授權。

(3) For any users not covered under (1) or (2), a SAP Professional User needs to be licensed.

對於不被 (1) 或 (2) 涵蓋的使用者, SAP Professional User 需要取得授權。

3.10 **SAP Regulatory Report by iBS, Accounts; SAP Regulatory Report by iBS, Derivatives; SAP Regulatory Report by iBS, P/C/S Cashflow; SAP Regulatory Report by iBS, Retail Cashflow.** **SAP Regulatory Report by iBS, Accounts ; SAP Regulatory Report by iBS, Derivatives ; SAP Regulatory Report by iBS, P/C/S Cashflow ; SAP Regulatory Report by iBS, Retail Cashflow**

Licensed iBS software may only be Used to support Licensee's German, Austrian and/or Swiss business operations.

經授權之 iBS 軟體僅能用於支援被授權人在德國、奧地利和/或瑞士的業務營運。

3.11 **SAP Fraud Management, SAP Fraud Management for Public Sector, SAP Fraud Management for Insurance, SAP Fraud Management for Banking** **SAP Fraud Management、SAP Fraud Management for Public Sector、SAP Fraud Management for Insurance、SAP Fraud Management for Banking**

Licensee is allowed to create new tables and new views (database views, analytical views, projection views, attribute views, calculation views, etc.) on the database as long as they are used in the context of the SAP Fraud Management solution (e.g. to setup rules which access these tables/views). For SAP Fraud Management and SAP Fraud Management for Insurance, Licensee is also allowed to use 1 User of Predictive Analytics Modeler within the Fraud solution context. For SAP Fraud Management for Public Sector, Licensee is also allowed to use 3 Users of Predictive Analytics Modeler within the Fraud solution context. The Packages include the following Runtime Software of SAP BusinessObjects Lumira desktop edition, limited to one User per block of Licensed Metric for the Package

被授權人可以在資料庫中建立新表格和新檢視 (資料庫檢視、分析檢視、投影檢視、屬性檢視、計算檢視等)。只要被授權人在 SAP Fraud Management 解決方案的範疇內 (如存取這些表格/檢視的設定規則) 使用。對於 SAP Fraud Management 和 SAP Fraud Management for Insurance, 被授權人可以在 Fraud 解決方案的範疇內使用 1 位使用者的 Predictive Analytics Modeler。對於 SAP Fraud Management for Public Sector, 被授權人還可以在 Fraud 解決方案的範疇內使用 3 位使用者的 Predictive Analytics Modeler。套件包括下列 SAP BusinessObjects Lumira (桌面版) 的執行階段軟體, 每個套件的授權度量模塊限制一個使用者

3.12 **SAP Medical Research Insights** **SAP Medical Research Insights**

The software gives instant access to information from multiple sources and allows visualizing and analyzing complex data sets in real-time.

軟體提供了多種來源之即時存取資訊, 並允許以即時之方式, 對於複雜之數據, 加以具象化並進行分析。

The software is not intended to be used for diagnostic or therapeutic purposes. In particular and without limitation, the software is not intended to be used for (i) final selection of patients for a clinical study, or (ii) the detection, prevention, surveillance, treatment or relief of diseases, (iii) the detection, surveillance, treatment, relief or compensation of injuries and handicaps, or (iv) the examination, substitution or change of the anatomical structure or a physiological process of a human being.

本軟體並非供作診斷或治療用途。尤其甚者本軟體不得供作下列用途 (惟不以此處列舉者為限): (i) 對於臨床試驗之患者進行最後篩選; 或 (ii) 檢測、預防、監測、治療或緩解疾病; (iii) 檢測、監測、治療、緩解或補償傷殘; 或 (iv) 檢查、取代或變更人體之解剖結構或生理過程。

3.13 **SAP BusinessObjects Budgeting for Public Sector** **SAP BusinessObjects Budgeting for Public Sector**

SAP BusinessObjects Budgeting for Public Sector includes the following Runtime Software: SAP BusinessObjects Planning and Consolidation, license for business planning only version for SAP NetWeaver Platform.

SAP BusinessObjects Budgeting for Public Sector 包含下列執行階段軟體: SAP BusinessObjects Planning and Consolidation (僅限企業規劃授權) (適用於 SAP NetWeaver Platform 之版本)。

3.14 **SAP Investigation Management for Public Sector** **SAP Investigation Management for Public Sector**

SAP Investigation Management for Public Sector includes the following Runtime Software: (i) SAP BusinessObjects Enterprise, professional edition – to be used solely in conjunction with the Package's data.

SAP Investigation Management for Public Sector 包括下列執行階段軟體: (i) SAP BusinessObjects Enterprise (專業版) – 僅限與套件的資料搭配使用。

4. THIRD PARTY RESELLING

第三方轉售

- 4.1 *SAP LoadRunner by HP ("LR")*. Licensee's Use of the LR software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc) only in quality assurance and similar non-production environments, and may only be Used on a single server.
SAP LoadRunner (由 HP (以下稱「LR」)。被授權人使用 LR 軟體僅限於測試或監控前製 SAP 軟體 (包含操作特定 SAP 軟體所需之任何及所有軟體, 此外也包含 SAP 軟體相關之作業系統、資料庫、應用程式伺服器等等), 使用範疇僅限於品質保證及類似的非生產環境, 且僅得用於單一伺服器上。
- 4.2 *SAP LoadRunner by HP, Performance Center ("LR PCD")*. Licensee's Use of the LR PCD software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc) or any other pre-production software (so long as the LR PCD software Documentation specifies that the licensed LR PCD software is prescribed for testing and monitoring such other pre-production software) only in quality assurance and similar non-production environments. Use of the Diagnostics for Composite Applications component ("Diagnostics") included with LR PCD is (i) subject to the forgoing Usage limitation and (ii) further limited to Use with a single Application Instance (as defined below) for every two hundred fifty (250) Virtual Users of LR PCD licensed. "Application Instance" means a monitored, non-production environment running an instance of an application (e.g. an instance of SAP Software, a java virtual machine or a database server counts as one Application Instance).
SAP LoadRunner (由 HP 開發, 績效中心版) (以下稱「LR PCD」)。被授權人使用 LR PCD 軟體僅限於測試或監控前製 SAP 軟體 (包含操作特定 SAP 軟體所需之任何及所有軟體, 此外也包含 SAP 軟體相關之作業系統、資料庫、應用程式伺服器等等) 或其他任何前製軟體 (只要 LR PCD 軟體文件記載該授權 LR PCD 軟體應該用於測試及監控此一其他前製軟體), 使用範疇僅限於品質保證及類似的非生產環境。LR PCD 所包含之 Diagnostics for Composite Applications 元件 (以下稱「Diagnostics」) 的使用 (i) 受限於上述使用限制, 且 (ii) 額外限制為單一的應用程式執行個體 (定義如下) 僅限供每兩百五十 (250) 個 LR PCD 授權之虛擬使用者使用。「應用程式執行個體」意指一個受監控的非生產環境, 執行一個應用程式的執行個體 (例如 SAP 軟體、Java 虛擬機器或資料庫伺服器的一個執行個體, 都算做一個應用程式執行個體)。
- 4.3 *SAP LoadRunner by HP, Performance Center ("LR PC")*. Licensee's Use of the LR PC software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc) or any other pre-production software (so long as the LR PC software Documentation specifies that the licensed LR PC software is prescribed for testing and monitoring such other pre-production software) only in quality assurance and similar non-production environments.
SAP LoadRunner (由 HP 開發, 績效中心版) (以下稱「LR PC」)。被授權人使用 LR PC 軟體僅限於測試或監控前製 SAP 軟體 (包含操作特定 SAP 軟體所需之任何與所有軟體, 此外也包含 SAP 軟體相關之作業系統、資料庫、應用程式伺服器等等) 或其他任何前製軟體 (只要 LR PC 軟體文件記載該授權 LR PC 軟體應該用於測試及監控此一其他前製軟體), 使用範疇僅限於品質保證及類似的非生產環境。
- 4.4 *SAP Quality Center by HP, Enterprise Edition ("QC EE")*. Licensee's Use of the QC EE software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc), and, if the applicable Order Form indicates that QC EE is licensed for "Full Use", Licensee's Use of the QC EE software shall also include the right to test or monitor any other pre-production software (so long as the QC EE software Documentation specifies that the licensed QC EE software is prescribed for testing and monitoring such other pre-production software), all in quality assurance and similar non-production environments only. The QC EE Bundle currently includes the SAP Quality Center by HP, Enterprise Edition – QuickTest Professional, TestDirector, Business Process Testing, Requirements Management, and Defects Management components.
SAP Quality Center (由 HP 開發, 企業版) (以下稱「QC EE」)。被授權人使用 QC EE 軟體僅限於測試或監控前製 SAP 軟體 (包含操作特定 SAP 軟體所需之任何與所有軟體, 此外也包含 SAP 軟體相關之作業系統、資料庫、應用程式伺服器等等), 且如果適用之訂購單指出該 QC EE 係授權為「完整使用」, 則被授權人的 QC EE 軟體使用權, 也應包含測試或監控其他任何前製軟體的權利 (只要 QC EE 軟體文件記載該授權 QC EE 軟體應該用於測試及監控此一其他前製軟體), 使用範疇全部僅限於品質保證及類似的非生產環境。QC EE 配套方案目前包含 SAP Quality Center (由 HP 開發, 企業版) – QuickTest Professional、TestDirector、Business Process Testing、Requirements Management 以及 Defects Management 元件。
- 4.5 *SAP Quality Center by HP, Premier Edition ("QC PE")*. Licensee's Use of the QC PE software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc) or any other pre-production software (so long as the QC PE software Documentation specifies that the licensed QC PE software is prescribed for testing and monitoring such other pre-production software), all in quality assurance and similar non-production environments only. The QC PE Bundle currently includes the SAP Quality Center by HP, Premier Edition – QuickTest Professional, TestDirector, Business Process Testing, Requirements Management, and Defects Management components.
SAP Quality Center (由 HP 開發, 頂級版) (以下稱「QC PE」)。被授權人使用 QC PE 軟體僅限於測試或監控前製 SAP 軟體 (包含操作特定 SAP 軟體所需之任何及所有軟體, 此外也包含 SAP 軟體相關之作業系統、資料庫、應用程式伺服器等等) 或其他任何前製軟體 (只要 QC PE 軟體文件記載該授權 QC PE 軟體應該用於測試及監控此一其他前製軟體), 使用範疇全部僅限於品質保證及類似的非生產環境。QC PE 配套方案目前包含 SAP Quality Center (由 HP 開發, 頂級版) – QuickTest Professional、TestDirector、Business Process Testing、Requirements Management 以及 Defects Management 元件。

- 4.6** *SAP Employee File Management by OpenText (“EFM”).* EFM contains a limited use license of SAP Document Access by OpenText that can only be used in conjunction with the EFM solution to manage employee related documents. Broader usage of Document Access would require separate licensing of that solution.
SAP Employee File Management (由 OpenText 開發) (以下稱「EFM」)。 EFM 包含有限的 SAP Document Access (由 OpenText 開發) 使用授權，僅能與 EFM 解決方案搭配使用來管理員工相關文件。若要更廣泛地使用 Document Access，需要取得該解決方案的個別授權。
- 4.7** *SAP Document Access by OpenText (“DA”), SAP Archiving by OpenText (“Archiving”).* Use is defined as access by employees and contractors who use the SAP Software components e.g. enterprise scan, business process views, full text search, etc. and/or store or retrieve documents on the OpenText Archive Server. Support for data archiving and access of archived data as well as support for SAP Information Lifecycle Management is included for the licensed entity as long as Licensee has licensed the minimum number of Archiving or SAP Document Access by Open Textusers.
SAP Document Access (由 OpenText 開發) (以下稱「DA」)。 *SAP Archiving (由 OpenText 開發) (以下稱「封存」)。* 定義的使用係為由使用 SAP 軟體元件 (例如企業掃描、業務流程檢視、完整文字搜尋等等) 的員工或立約人存取，和/或在 OpenText Archive Server 上存放或截取文件。若被授權人已授權最低數量的 Archiving 或 SAP Document Access (由 OpenText 開發) 使用者，則針對獲授權實體包含資料封存與已封存資料的支援，以及 SAP Information Lifecycle Management 的支援。
- 4.8** *SAP Document Access by OpenText, Limited Access, SAP Archiving by OpenText, Limited Access, SAP Extended ECM by OpenText, Limited Access, SAP Extended ECM for Government by OpenText, Limited Access.* Each of Licensee’s Users are limited to 52 Login Days per year. A “Login Day” means a day with one or more logins to the software by such user.
SAP Document Access (由 OpenText 開發)：限制存取。 *SAP Archiving (由 OpenText 開發)：限制存取。* *SAP Extended ECM (由 OpenText 開發)：限制存取。* *SAP Extended ECM for Government (由 OpenText 開發)：限制存取。* 每位被授權人之使用者限於每年 52 個登入日。「登入日」係指使用者一次或多次登入軟體之日。
- 4.9** *SAP Invoice Management by OpenText (“IM”).* An individual licensed to Use OCR must also be licensed for IM. The OCR is an optional component and there must be at least as many IM licenses as OCR licenses but there can be more IM licenses than OCR license.
SAP Invoice Management (由 OpenText 開發) (以下稱「IM」)。 經授權使用 OCR 的個人也必須取得 IM 之授權。OCR 是選用元件，而 IM 授權的數量至少要跟 OCR 授權的數量一樣多，但 IM 授權的數量可以多於 OCR 授權。
- 4.10** *SAP Dispatching & Planning – Long Term Planning by Prologa; SAP Dispatching & Planning – Operational Planning by Prologa; SAP Legal Requirements by Prologa.* An individual licensed to Use any Prologa must be licensed (under separate Order Form to the Agreement) as an SAP Business Expert, Professional or Limited Professional User.
SAP Dispatching & Planning – Long Term Planning (由 PROLOGA 開發)；SAP Dispatching & Planning – Operational Planning (由 PROLOGA 開發)；SAP Legal Requirements (由 PROLOGA 開發)。 經授權使用 Prologa 的個人，必須 (依本合約之另外訂購單) 經授權為 SAP Business Expert、Professional 或 Limited Professional User。
- 4.11** *SAP Mobile Order Management by PROLOGA.* A Named User license is not required if the access to the backend system is handled through the component SAP Mobile Order Management by PROLOGA. In all other cases an SAP Named User is required.
SAP Mobile Order Management (由 PROLOGA 開發)。 倘若後端系統係由 SAP Mobile Order Management (由 PROLOGA 開發) 元件進行處理，則不需要指定用戶授權。所有其他情況則需要 SAP 指定用戶授權。
- 4.12** *SAP User Experience Management by Knoa.* SAP User Experience Management by Knoa is embedded or bundled with 5 (five) licenses of the following SAP Business Objects Software: SAP Business Objects Enterprise Premium, WebIntelligence, Xcelsius Enterprise, Xcelsius Enterprise Interactive Viewing, Crystal Reports (“Runtime Software”). Such Runtime Software may only be Used to access data created or enhanced by Knoa. Runtime Software may not be combined in the same Deployment as SAP BusinessObjects Software licensed independently from Knoa.
SAP User Experience Management (由 Knoa 開發)。 SAP User Experience Management (由 Knoa 開發) 可嵌入或與下列 SAP Business Objects 軟體的 5 (五) 個授權搭售：SAP Business Objects Enterprise Premium、WebIntelligence、Xcelsius Enterprise、Xcelsius Enterprise Interactive Viewing、Crystal Reports (以下稱「執行階段軟體」)。此類執行階段軟體僅能用於存取由 Knoa 建立或強化之資料。同一部署中不得結合執行階段軟體和 Knoa 另行授權之 SAP BusinessObjects 軟體。
- 4.13** *BSI U.S. Payroll Tax Processing.* The BSI software is licensed for Use in conjunction with the payroll functionality contained in the SAP Payroll Software, which must be separately licensed. In addition, the license for the BSI software is limited for Use on a single Platform at a time (with the exception of a Platform migration period as BSI may allow). For purposes herein, the term “Platform” shall mean a single BSI Supported Configuration of the following: a single database, single server, single client software, and single operating system. For purposes herein, “BSI Supported Configuration” shall mean a configuration for which BSI makes support available for SAP Licensees of the BSI software. The BSI software license does not include a license to use any third party database, server, client software, or operating system. If Licensee wishes to change the Platform: (i) Licensee shall provide SAP written notice of the same and complete a Platform Change form (in a format acceptable to BSI); and (ii) SAP shall allow such change to the extent and under the conditions BSI generally makes available to SAP, including without limitation Licensee’s payment of any platform change fees that apply.
BSI U.S. Payroll Tax Processing. BSI 軟體授權為搭配 SAP Payroll 軟體所包含之薪資功能一起使用，而 SAP Payroll 軟體之授權必須另行取得。此外，BSI 軟體的授權僅能同時使用於單一平台上 (例外狀況為 BSI 得容許之平台移轉期間)。在本文意義中，「平台」一詞應指下列的單一 BSI Supported Configuration：單一的資料庫、單一的伺服器、單一的使用者端軟體，以及單一的作業系統。在本文意義中，「BSI Supported Configuration」應指 BSI 會為 BSI 軟體之 SAP 被授權人提供支援的配置。BSI 軟體之授權並不包含使用任何第三方資料庫、伺服器、使用者端軟體或作業系統的授權。如果被授權人想要變更平台：(i) 被授權人應以書面通知提供 SAP 相同且完整的平台變更表格 (以 BSI 可接受之格式)，並且 (ii) SAP 應在 BSI 通常會提供給 SAP 的條件及範圍內，允許此類變更，包括但不限於被授權人支付之適用平台變更費用。

4.14 **ANCILE** **ANCILE**

For the following price list items the special term as described below does apply:

以下價目表項目，適用以下所述之特殊條款：

SAP Productivity Pak by ANCILE – excl. North America (7018979)

SAP Productivity Pak (由 ANCILE 開發) (北美地區除外) (7018979)

SAP Productivity Pak by ANCILE – North America (7018977)

SAP Productivity Pak (由 ANCILE 開發) (北美地區) (7018977)

When ANCILE software is used with standalone SAP BusinessObjects solutions namely Knowledge Accelerator products or to create education offerings for SAP BusinessObjects solutions that do not interface with SAP solutions that require SAP Named Users, such users must be licensed to use SAP BusinessObjects solutions based on either the SAP BusinessObjects Named User or CPU metric and do not need to be licensed as SAP Named User.

ANCILE 軟體與獨立式 SAP BusinessObjects 解決方案 (亦稱 Knowledge Accelerator 產品) 搭配使用，或用來為 SAP BusinessObjects 解決方案建立教育產品，且此 SAP BusinessObjects 解決方案未與需要 SAP 指定用戶的 SAP 解決方案連接時，此類使用者就必須取得授權，才能使用以 SAP BusinessObjects 指定用戶或 CPU 度量資訊為基礎的 SAP BusinessObjects 解決方案，且使用者不需經授權為 SAP 指定用戶。

The amount of licensed “user” sales units for the SAP Productivity Pak by ANCILE or SAP Productivity Composer by ANCILE must match at least the total number of the licensed Named Users for the SAP BusinessObjects Knowledge Accelerator solutions, provided the SAP BusinessObjects Knowledge Accelerator is licensed along with the ANCILE solutions. SAP BusinessObjects Knowledge Accelerator may be licensed in the Named User or CPU capacity.

SAP Productivity Pak (由 ANCILE 開發) 或 SAP Productivity Composer (由 ANCILE 開發) 的授權「使用者」銷售單位數量，至少必須符合 SAP BusinessObjects Knowledge Accelerator 解決方案之授權指定用戶總數，前提是 SAP BusinessObjects Knowledge Accelerator 已與 ANCILE 解決方案一起授權。SAP BusinessObjects Knowledge Accelerator 得以指定用戶或 CPU 容量來授權。

- 4.15 *SAP Price and Margin Management by Vendavo*. Only the Pricing Analytics module is compatible with SAP HANA.
SAP Price and Margin Management (由 Vendavo 開發)。只有價格分析模組可與 SAP HANA 相容。

- 4.16 *SAP Digital Content Processing by OpenText*. The OCR functionality is an optional component that is compatible only with Microsoft SQL Server Database.
SAP Digital Content Processing (由 OpenText 開發) OCR 功能是一項選用元件，而其只能與 Microsoft SQL Server 資料庫相容。

5. **SAP NETWEAVER** **SAP NETWEAVER**

Adapters are only available with a SAP NetWeaver PI license and are licensed for a defined release of a backend system or protocol. Maintenance for adapters covers the support of connectivity to a backend system or compliance to a protocol specification at that given release at the time of licensing. It is within SAP's sole discretion to extend the use rights of an adapter (either partly or fully) to a higher release of the respective backend system or protocol. This applies to change of version of protocols as well.

只有在擁有 SAP NetWeaver PI 授權的情況下才會提供配接器，而且配接器授權僅可使用於已定義的後端系統或通訊協定版本上。配接器的維護包含與後端系統之連線能力的支援，或者包含授權時指定之版本的通訊協定規格規範。SAP 得自行決定將配接器的使用權 (部分或完全) 擴展至更高版本的個別後端系統或通訊協定。這點也適用於通訊協定版本的變更。

Provided Licensee has licensed an SAP software component based on SAP NetWeaver, Licensee shall have rights to SAP Fiori and SAP Screen Personas. SAP Fiori and SAP Screen Personas software usage rights are included in the respective SAP NetWeaver Software components to the extent of licensee's licensed use rights for such SAP prerequisite components.

若被授權人已授權基於 SAP NetWeaver 的 SAP 軟體元件，則被授權人有權取得 SAP Fiori 和 SAP Screen Personas。SAP Fiori 和 SAP Screen Personas 軟體使用權被包括在各自的 SAP NetWeaver 軟體元件中，限於被授權人對此 SAP 必備元件已授權使用權的範圍內。

SAP NetWeaver Foundation Runtime License. An application-specific runtime license of SAP NetWeaver Foundation is included with all Software Package licenses, provided that SAP NetWeaver is delivered with the software. This runtime license grants the Licensee the right to Use SAP NetWeaver Foundation only with (i) the licensed SAP application (including customization), (ii) Modifications (iii) Add-Ons to the SAP application that do not directly access the database of the SAP applications or the information contained therein, and (iv) third party applications that do not directly access the database of the SAP applications or the information contained therein. . Licensee's Developer Users may Use the tools included in SAP NetWeaver Foundation runtime license only for the development of these Modifications and Add-Ons described above.

SAP NetWeaver Foundation 執行階段授權。SAP NetWeaver Foundation 之應用程式特定執行階段授權隨附於所有軟體套件授權中，前提是 SAP NetWeaver 與該軟體一起交付。本執行階段授權授與被授權人使用 SAP NetWeaver Foundation 之權利，惟僅得與下列項目搭配使用：(i) 已獲授權之 SAP 應用程式 (包括自訂)，(ii) 修改 (iii) 不會直接存取 SAP 應用程式之資料庫或其中所包含之資訊的 SAP 應用程式附加元件，以及 (iv) 不會直接存取 SAP 應用程式之資料庫或其中所包含之資訊的第三方應用程式。被授權人的 Developer User 得使用 SAP NetWeaver Foundation 執行階段授權中所包含之工具，惟僅供用於進行以上所述這些修改和附加元件之開發。

5.1 **SAP NetWeaver Process Integration (PI) Adapters.** **SAP NetWeaver Process Integration (PI) Adapters**

The adapters listed here are available free of charge with the SAP Process Orchestration license: SAP NetWeaver Adapter for IDOCs, SAP NetWeaver Adapter for RFCs, SAP NetWeaver Adapter for File/FTP, SAP NetWeaver Adapter for Http(s), SAP NetWeaver Adapter for SOAP, SAP NetWeaver Adapter for JMS, SAP NetWeaver Adapter for JDBC, SAP NetWeaver Adapter for Mail Protocols (pop, imap, smtp), SAP NetWeaver Adapter for SAP BC Protocol, Secure File Transfer Protocol adapter (SFTP) and Pretty Good Privacy adapter module (PGP).

以下所列之配接器，可在 SAP Process Orchestration 的授權下免費使用：適用於 IDOC 的 SAP NetWeaver 配接器、適用於 RFC 的 SAP NetWeaver 配接器、適用於檔案/FTP 的 SAP NetWeaver 配接器、適用於 Http(s) 的 SAP NetWeaver 配接器、適用於 SOAP 的 SAP NetWeaver 配接器、適用於 JMS 的 SAP NetWeaver 配接器、適用於 JDBC 的 SAP NetWeaver 配接器、適用於郵件通訊協定 (pop、imap、smtp) 的 SAP NetWeaver 配接器、適用於 SAP BC 通訊協定的 SAP NetWeaver 配接器、Secure File Transfer Protocol 配接器 (SFTP) 和 Pretty Good Privacy 配接器模組 (PGP)。

5.2 **SAP NetWeaver OpenHub.** **SAP NetWeaver OpenHub**

With this license, data may be exported out of the licensed SAP NetWeaver BW and/or BW/4HANA into non-SAP software applications in an asynchronous, non real-time manner. Once data is asynchronously extracted to non-SAP software, there are no additional license fees required for SAP Software or SAP Named Users. For the purposes of this Section, "asynchronous extraction" means downloading data in bulk (i.e., not in response to a real-time Named User or system-generated reporting query) for analytical purposes.

使用此授權，可透過異步、非即時的方式從授權的 SAP NetWeaver BW 和/或 BW/4HANA 將資料匯出至非 SAP 軟體應用程式。一旦資料被異步擷取到非 SAP 軟體，SAP 軟體或 SAP 指定用戶將不需額外授權費用。根據本條，「異步擷取」係指出於分析目的大量下載資料 (即，不回應即時指定用戶或系統產生的報告查詢)。

5.3 **Planning Application Kit.** **規劃應用程式套件**

A license is required for either SAP Planning, version for SAP NetWeaver or SAP BusinessObjects Planning and Consolidation, version for SAP NetWeaver whenever the Planning Applications Kit is Used to develop planning applications that leverage in-memory processing of core planning functions

只要使用「規劃應用程式套件」開發規劃應用程式，讓應用程式運用核心規劃功能的記憶體內處理功能時，SAP Planning (SAP NetWeaver 版) 或 SAP BusinessObjects Planning and Consolidation (SAP NetWeaver 版) 皆需取得授權

5.4 **SAP NetWeaver BeXBroadcaster.** **SAP NetWeaver BeXBroadcaster**

Broadcasting recipients accessing SAP solutions or their respective components need to be licensed for such solutions. SAP NetWeaver BeX Broadcaster, provides Licensees with the ability to broadcast SAP NetWeaver BW information (e.g. BeX reports, BeX Queries and BeX workbooks) to support the distribution of mass information to large audiences in a personalized and secure manner.

存取 SAP 解決方案或其個別元件的廣播收件者，需要取得此類解決方案的授權。SAP NetWeaver BeX Broadcaster 為被授權人提供廣播 SAP NetWeaver BW 資訊 (例如 BeX 報表、BeX 查詢及 BeX 活頁簿) 的能力，以支援將大量資訊以個人化且安全的方式，發佈給大量的對象。

5.5 **SAP NetWeaver Business Warehouse Accelerator.** **SAP NetWeaver Business Warehouse Accelerator**

Certain hardware restrictions may apply – details are available upon request.

可能會有特定的硬體限制 – 歡迎索取詳細資料。

5.6 **SAP NetWeaver Master Data Management.** **SAP NetWeaver Master Data Management**

SAP NetWeaver MDM, global data synchronization is not included into the scope of SAP Enterprise Master Data Management. For all Enterprise Master Data Management scenarios based on SAP NetWeaver Master Data Management products, a SAP Professional Named User license is required for users maintaining MDM data. In an Enterprise Master Data Management scenario, there is no named user license requirement for users reading/viewing and/or browsing MDM data. This includes, but is not limited to a business user using a search application to identify a record in the MDM repository or catalog users accessing a web catalog. For all embedded master data management scenarios based on SAP Master Data Governance products the appropriate Named User is required.

SAP NetWeaver MDM (全球資料同步化) 並不包含在 SAP Enterprise Master Data Management 的範圍之中。針對所有建立在 SAP NetWeaver Master Data Management 產品之上的 Enterprise Master Data Management 方案，維護 MDM 資料的使用者都需要 SAP Professional 指定用戶授權。在 Enterprise Master Data Management 方案中，閱讀/檢視及/或瀏覽 MDM 資料的使用者，並不需要指定用戶授權。其中包括但不限於使用搜尋應用程式以找出 MDM 資料儲存庫中記錄的業務使用者，或是存取網頁目錄的目錄使用者。針對所有建立在 SAP Master Data Governance 產品上的內建主要資料管理方案，需要適當的指定用戶授權。

5.7 **SAP Enterprise Master Data Management** **SAP Enterprise Master Data Management**

The SAP Enterprise Master Data Management, information stewardship option license allows Licensee to use DataServices (including DQM) and Information Steward within Master Data Management and Master Data Governance use cases only. A Master Data Management use case is defined as a scenario where data is cleansed, de-duplicated and loaded via Data Services into SAP NW MDM or SAP MDG, Data is distributed from SAP NW MDM, or SAP MDG to downstream systems via SAP DataServices. SAP DataServices is used for data management within the MDM repository of SAP NW MDM or SAP MDG.

SAP Enterprise Master Data Management (資訊管理選項) 的授權允許被授權人僅在 Master Data Management 和 Master Data Governance 使用案例中使用 DataService (包括 DQM) 和 Information Steward. Master Data Management 的使用案例定義為下列情境：資料為經過清理、刪

除重複項目、透過 DataServices 載入到 SAP NW MDM 或 SAP MDG 中，且資料為從 SAP NW MDM 或 SAP MDG 透過 SAP DataServices 散佈到下游系統。SAP DataServices 係用於在 SAP NW MDM 或 SAP MDG 的 MDM 資料儲存庫中進行資料管理。

SAP Enterprise Master Data Management, information stewardship option can only be sold and used in combination with SAP NetWeaver Master Data Management, SAP Master Data Governance or SAP Enterprise Master Data Management. Standard named user policy exceptions from these price list items apply also to " SAP Enterprise Master Data Management, data quality option.

SAP Enterprise Master Data Management (資訊管理選項) 只能夠與 SAP NetWeaver Master Data Management、SAP Master Data Governance 或 SAP Enterprise Master Data Management 一起銷售及使用。標準指定用戶政策在這些價格清單項目方面的例外情況也適用於「SAP Enterprise Master Data Management (資料品質選項)」。

For all Master Data Management scenarios based on SAP Master Data Governance products, a SAP Professional Named User license is required for users maintaining MDM data.

針對所有建立在 SAP Master Data Governance 產品之上的 Master Data Management 方案，維護 MDM 資料的使用者都需要 SAP Professional 指定用戶授權。

For all Enterprise Master Data Management scenarios based on SAP NetWeaver Master Data Management products, a SAP Professional Named User license is required for users maintaining MDM data. In an Enterprise Master Data Management scenario, there is no named user license requirement for users simply viewing or browsing MDM data. This includes, but is not limited to

針對所有建立在 SAP NetWeaver Master Data Management 產品之上的 Enterprise Master Data Management 方案，維護 MDM 資料的使用者都需要 SAP Professional 指定用戶授權。在 Enterprise Master Data Management 方案中，只檢視或瀏覽 MDM 資料的使用者，並不需要指定用戶授權。包括但不限於

- a line of business user using a search application to identify a golden record in the MDM repository
一行使用搜尋應用程式確定 MDM 資料儲存庫中之黃金記錄的商務使用者。
- catalog users accessing a web catalog
存取 Web 目錄的目錄使用者
- a web application accessing the MDM repository via services to read clean master data.
透過服務存取 MDM 資料儲存庫從而讀取乾淨主資料的 Web 應用程式。

Since MDG may be deployed at ERP/ECC and share the same persistency layer it's critical to distinguish active and inactive records. The license only assumes charging for the former and the latter may come in a few flavors:

由於 MDG 可部署於 ERP/ECC 並共用相同的續存層，區分活動和非活動記錄就非常關鍵。授權只設定為對前者收費，而後者在以下幾種情況可能出現：

- If an object is marked for deletion in ERP/ECC before MDG is deployed then it is considered inactive and not counted for the license blocks.
如果一個物件標記為在 MDG 部署之前從 ERP/ECC 中移除，它被認為是不活動的，將不計入授權塊。
- If an object is marked for deletion in ERP/ECC after MDG is deployed then it is considered active and counted for the license blocks.
如果一個物件標記為在 MDG 部署之後從 ERP/ECC 中移除，它被認為是活動的，將計入授權塊。
- If a customer developed a custom solution for the "other" domain and loads some data to MDG then prior to loading the customer should create a definition of inactive records and specify what field(s) mark such records. The marked for deletion objects are not counted for the license blocks. If there is no such a definition then all the objects are considered active.
如果一個客戶為「其他」網域制定自訂解決方案，並向 MDG 載入一些資料，在載入之前，該客戶應建立不活動記錄的定義並指定哪一/哪些欄位用於標記該記錄。標記為移除的物件不計入授權塊。如果沒有此類定義，則所有物件均被視為活動。
- If an object is physically deleted from MDG or archived then it is not counted for the license blocks.
如果一個物件從 MDG 中被實體移除，或歸檔，則它不計入授權塊。

5.8 SAP Identity Management SAP Identity Management

SAP Identity Management may be used by Licensee to integrate Licensee's SAP applications as part of an application-specific runtime license of SAP NetWeaver Foundation. Licensee is allowed to use no more than 10 Users of the SAP BusinessObjects Lumira Desktop Runtime Software regardless of the number of Identity Management licenses purchased.

被授權人得使用 SAP Identity Management 以整合被授權人的 SAP 應用程式，做為 SAP NetWeaver Foundation 之應用程式特定執行階段授權的一部分。無論購買的 Identity Management 授權數量為何，允許被授權人使用的 SAP BusinessObjects Lumira Desktop 執行階段軟體之使用者數量上限為 10 個。

5.9 SAP NetWeaver Portal, enterprise workspaces SAP NetWeaver Portal : 企業工作區

SAP NetWeaver Portal enterprise workspaces include the runtime rights of SAP NetWeaver Enterprise Portal. In case SAP NetWeaver Portal enterprise workspaces are used standalone without access to any SAP application SAP Named Users licenses are not required.

SAP NetWeaver Portal 企業工作區包括 SAP NetWeaver Enterprise Portal 的執行階段使用權。在單獨使用 SAP NetWeaver Portal 企業工作區，而不使用任何 SAP 應用程式的情況下，就不需要 SAP 指定用戶授權。

5.10 SAP Process Orchestration SAP Process Orchestration

SAP Process Orchestration includes the rights to use SAP NetWeaver Process Integration (PI), SAP NetWeaver Business Process Management (BPM) and SAP NetWeaver Business Rules Management (BRM). SAP Process Orchestration includes a restricted runtime

license of SAP NetWeaver Foundation for Third Party Applications to be used only in conjunction with SAP NetWeaver PI, BPM, and/or BRM. SAP Process Orchestration 包括使用 SAP NetWeaver Process Integration (PI)、SAP NetWeaver Business Process Management (BPM) 與 SAP NetWeaver Business Rules Management (BRM) 的權利。SAP Process Orchestration 包括僅結合 SAP NetWeaver PI、BPM 及/或 BRM 使用之 SAP NetWeaver Foundation for Third Party Applications 之受限執行階段授權。

5.11 SAP Process Orchestration, Edge edition, premier option SAP Process Orchestration (Edge 版, 頂級選項)

SAP Process Orchestration, Edge edition, premier option includes the rights to use SAP Process Orchestration and SAP Data Integrator, Edge edition. Each one (1) Core license of SAP Process Orchestration, Edge edition, premier option includes the rights to one (1) Concurrent Session of SAP PowerDesigner EnterpriseArchitect, fifty (50) Users of SAP Single Sign-On and fifty (50) Users of SAP Identity Management. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Process Orchestration, Edge edition, premier option may be installed and Used, excluding SAP Sybase PowerDesigner EnterpriseArchitect, SAP Single Sign-On, and SAP Identity Management which do not count against total Cores. SAP Process Orchestration, Edge edition, premier option includes a restricted runtime license of SAP NetWeaver Foundation for Third Party Applications to be used only in conjunction with SAP Process Orchestration. The Use of SAP Process Orchestration, Edge edition, premier option is limited to a maximum of eight (8) Cores.

SAP Process Orchestration (Edge 版, 頂級選項) 包括 SAP Process Orchestration 和 SAP Data Integrator (Edge 版) 的使用權。SAP Process Orchestration (Edge 版, 頂級選項) 的一 (1) 份核心授權包括 SAP PowerDesigner EnterpriseArchitect 的一 (1) 個同時工作階段、SAP Single Sign-On 的五十 (50) 個使用者和 SAP Identity Management 的五十 (50) 個使用者的使用權。授權核心總數代表安裝和使用 SAP Process Orchestration (Edge 版, 頂級選項) 中包括所有軟體所在之最大總累積核心數, 不包括不會計入總核心數的 SAP Sybase PowerDesigner EnterpriseArchitect、SAP Single Sign-On 和 SAP Identity Management。SAP Process Orchestration (Edge 版, 頂級選項) 包括僅結合 SAP Process Orchestration 使用之 SAP NetWeaver Foundation for Third Party Applications 之受限執行階段授權。SAP Process Orchestration (Edge 版, 頂級選項) 的使用限於最多八 (8) 個核心。

5.12 SAP Process Orchestration, Edge edition, standard option SAP Process Orchestration (Edge 版, 標準選項)

SAP Process Orchestration, Edge edition, standard option includes the rights to use SAP Process Orchestration. Each one (1) Core license of SAP Process Orchestration, Edge edition, standard option includes the rights to one (1) Concurrent Session of SAP PowerDesigner EnterpriseArchitect. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Process Orchestration, Edge edition, standard option may be installed and Used, excluding SAP PowerDesigner EnterpriseArchitect which does not count against total Cores. SAP Process Orchestration, Edge edition, standard option includes a restricted runtime license of SAP NetWeaver Foundation for Third Party Applications to be used only in conjunction with SAP Process Orchestration. The Use of SAP Process Orchestration, Edge edition, standard option is limited to a maximum of eight (8) Cores.

SAP Process Orchestration (Edge 版, 標準選項) 包括 SAP Process Orchestration 的使用權。SAP Process Orchestration (Edge 版, 標準選項) 的一 (1) 份核心授權包括 SAP PowerDesigner EnterpriseArchitect 的一 (1) 個同時工作階段的使用權。授權核心總數代表安裝和使用 SAP Process Orchestration (Edge 版, 標準選項) 中包括所有軟體所在之最大總累積核心數, 不包括不會計入總核心數的 SAP PowerDesigner EnterpriseArchitect。SAP Process Orchestration (Edge 版, 標準選項) 包括僅結合 SAP Process Orchestration 使用之 SAP NetWeaver Foundation for Third Party Applications 之受限執行階段授權。SAP Process Orchestration (Edge 版, 標準選項) 的使用限於最多八 (8) 個核心。

5.13 SAP Single Sign-On SAP Single Sign-On

Users performing developer or administrative functions require a Named User license in addition to the Package License for the Software. 使用者執行開發人員或管理功能時, 除須擁有軟體之套件授權外, 亦須擁有指定用戶授權。

5.14 SAP Landscape Management SAP Landscape Management

Licensee acknowledges and agrees that it is Licensee's responsibility to ensure that it has all necessary third party license rights required to clone and/or copy an environment using this software, and Licensee has obtained and will maintain all such license rights necessary to use the functionality described herein, including without limitation the license right to operate the target system landscape after cloning and/or copying. Without limiting the materiality of other provisions of the Agreement, the parties agree that any violation by Licensee of third party license rights in this respect will be a material breach of the Agreement.

被授權人知悉並同意, 其有責任確保擁有透過本軟體複製環境所需之所有必要第三方授權, 且被授權人已取得並將維持使用本文所述功能所需之所有此類授權, 包括但不限於在複製後運行目標系統架構之權利。在不限制本合約其他條文實效的前提下, 雙方同意被授權人在這方面違反第三方授權之行為, 將構成重大違約。

5.15 SAP Visual Business SAP Visual Business

All standard SAP products include a limited license for the Licensee to use SAP Visual Business subject to the following restriction: Licensee may not modify use cases delivered by SAP, or view or create use cases not delivered by SAP standard applications, unless Licensee has expressly licensed SAP Visual Business (note SAP Visual Business Interface is licensed via SAP NetWeaver).

所有標準 SAP 產品均包括有限授權, 被授權人須在下列限制的約束下使用 SAP Visual Business: 被授權人不得修改 SAP 交付的使用案例, 或

檢視或建立並非 SAP 標準應用程式提供的使用案例，除非被授權人已明確取得 SAP Visual Business 授權 (請注意，SAP Visual Business Interface 透過 SAP NetWeaver 取得授權)。

5.16 **SAP Enterprise Threat Detection** **SAP Enterprise Threat Detection**

SAP Enterprise Threat Detection includes a limited runtime license for SAP Event Stream Processor and SAP HANA Smart Data Streaming Option.

SAP Enterprise Threat Detection 包括 SAP Event Stream Processor 和 SAP HANA Smart Data Streaming Option 的有限執行階段授權。

5.17 **SAP Intelligent Business Operations bundle** **SAP Intelligent Business Operations 配套方案**

SAP Intelligent Business Operations bundle includes the rights to use SAP Process Orchestration, SAP Event Stream Processor, and SAP HANA Operational Process Intelligence Option. Use of SAP HANA Operational Process Intelligence Option is restricted to (i) data from the included SAP Process Orchestration and SAP Event Stream Processor Software, and (ii) data from SAP Business Suite applications, if licensed separately by the Licensee. Each one (1) Core license of SAP Intelligent Business Operations bundle includes the rights to one (1) Concurrent Session of SAP PowerDesigner EnterpriseArchitect. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Intelligent Business Operations bundle may be installed and Used, excluding SAP HANA Operational Process Intelligence Option and SAP PowerDesigner EnterpriseArchitect which do not count against total Cores.

SAP Intelligent Business Operations 配套方案包括 SAP Process Orchestration、SAP Event Stream Processor 和 SAP HANA Operational Process Intelligence Option 的使用權。SAP HANA Operational Process Intelligence Option 的使用限於 (i) 來自包括的 SAP Process Orchestration 和 SAP Event Stream Processor Software 的資料；及 (ii) 來自 SAP Business Suite 應用程式的資料 (若由被授權人單獨授權)。

SAP Intelligent Business Operations 配套方案的一 (1) 份核心授權包括 SAP PowerDesigner EnterpriseArchitect 的一 (1) 個同時工作階段的使用權。授權核心總數代表安裝和使用 SAP Intelligent Business Operations 配套方案中包括所有軟體所在之最大總累積核心數，不包括不會計入總核心數的 SAP HANA Operational Process Intelligence Option 和 SAP PowerDesigner EnterpriseArchitect。

5.18 **SAP Information Lifecycle Management (“ILM”)** **SAP Information Lifecycle Management (以下稱「ILM」)**

ILM includes a restricted runtime license of SAP Landscape Transformation Replication Server (“SLT”) to be used only in conjunction with ILM. ILM includes a restricted runtime license of 4 cores of SAP IQ Enterprise Edition (including SAP IQ Unstructured Data Analytics Option and SAP IQ Very Large Database Management Option) to be used solely as a data store for ILM.

ILM 包含受限制的 SAP Landscape Transformation Replication Server (以下稱「SLT」) 執行階段授權，其僅供搭配 ILM 使用。ILM 包含 SAP IQ 企業版的 4 核心受限制執行階段授權 (含 SAP IQ Unstructured Data Analytics Option 與 SAP IQ Very Large Database Management Option)，其僅供做為 ILM 資料存放區用途。

5.19 **Productivity Apps** **Productivity Apps**

Productivity Apps are either (1) an SAP application identified as such herein, or a certified or reviewed partner application, as set forth on <http://www.sap.com/pc/tech/mobile/software/solutions/platform/contracts-app-list.html> or <http://go.sap.com/docs/download/2016/02/4e932f70-617c-0010-82c7-eda71af511fa.pdf>, and where licensed by Licensee under the Agreement on a per user basis, or (2) any Licensee owned/licensed application, provided such apps: (a) are only used by an individual to support one or more of the following self service functions on behalf of himself or herself (predefined reports, travel planning, expense reporting, procurement, room reservation, employee time, employee attendance, employee records maintenance, employee directory, employee benefits, employee appraisals, employee talent and skills profiles) (the “Self Service Functions”); and (b) any interfacing of such apps with the Software and/or third party software licensed under the Agreement is limited to the extent necessary to support the Self Service Functions.

Productivity Apps 應指 (1) 本合約內如此標明之 SAP 應用程式、或是 <http://www.sap.com/pc/tech/mobile/software/solutions/platform/contracts-app-list.html> 或 <http://go.sap.com/docs/download/2016/02/4e932f70-617c-0010-82c7-eda71af511fa.pdf> 中所載經認證或審查且由被授權人根據本合約以使用者為單位取得授權之事業夥伴應用程式；或 (2) 任何被授權人擁有/取得授權之應用程式，前提是此類應用程式 (a) 只用於個人支援一個或多個以下的自助服務功能，代表他或她自己 (預先定義的報表、差旅規劃、費用報表、採購、訂房、員工時間、員工考勤、員工記錄維護、員工名單、員工津貼、員工考核、人才與技能) (「自助服務功能」)；及 (b) 根據本合約取得授權的軟體及/或第三方軟體與此類應用程式的搭配，以支援自助服務功能所需為限。

5.20 **SAP Master Data Governance, Edge edition** **SAP Master Data Governance (Edge 版)**

SAP Master Data Governance, Edge edition may be Used to govern up to 200,000 master data objects in any combinations of the following domains: Financials, Supplier, Customers, Product, or Consumers.

SAP Master Data Governance (Edge 版) 可用於在下列領域之任何組合內，控管最多 200,000 組主要資料物件：金融、供應商、客戶、產品或消費者。

5.21 **SAP NetWeaver OpenHub, Edge edition.** **SAP NetWeaver OpenHub (Edge 版)**

With this license, data may be exported out of the licensed SAP NetWeaver BW into no more than two non-SAP software applications in an asynchronous, non real-time manner. Once data is asynchronously extracted to non-SAP software, there are no additional license fees required for SAP Software or SAP Named Users. For the purposes of this Section, "asynchronous extraction" means downloading data in bulk (i.e., not in response to a real-time Named User or system-generated reporting query) for analytical purposes.

使用此授權，可透過異步、非即時的方式從授權的 SAP NetWeaver BW 將資料匯出至最多兩個非 SAP 軟體應用程式。一旦資料被異步擷取到非 SAP 軟體，SAP 軟體或 SAP 指定用戶將不需額外授權費用。根據本條，「異步擷取」係指出於分析目的大量下載資料（即，不回應即時指定用戶或系統產生的報告查詢）。

5.22 SAP NetWeaver Foundation for Third Party Applications SAP NetWeaver Foundation for Third Party Applications

The SAP NetWeaver Foundation for Third Party Applications license grants the Licensee, in addition to the SAP NetWeaver Foundation runtime license, the right to Use the SAP NetWeaver Foundation for Third Party Applications Software with (i) Add-Ons to the SAP application that directly access the database of the SAP applications or the information contained therein(*), and (ii) third party applications that directly access the database of the SAP applications or the information contained therein.

除了 SAP NetWeaver Foundation 執行階段授權外，SAP NetWeaver Foundation for Third Party Applications 授權授與被授權人使用 SAP NetWeaver Foundation for Third Party Applications 軟體之權利，惟僅得與下列項目搭配使用：(i) 可直接存取 SAP 應用程式之資料庫或其中所包含之資訊(*) 的 SAP 應用程式附加元件，以及 (ii) 可直接存取 SAP 應用程式之資料庫或其中所包含之資訊(*) 的第三方應用程式。

Important Notice: A direct access to a database (including but not limited to Oracle and/or Microsoft databases) or the information contained therein may require Full Use licenses for that database. It is Licensee's responsibility to secure all appropriate rights from any applicable licensor(s).

重要事項：資料庫（包括但不限於 Oracle 和/或 Microsoft 資料庫）或其中所包含之資訊的直接存取權可能需要具備該資料庫的完整使用授權。被授權人應負責保護向任何相關授權人取得之所有適當權利。

(*) Licensee's Developer Users may Use the tools included in SAP NetWeaver Foundation for Third Party Applications license for the development of these Add-Ons described above.

(*) 被授權人的 Developer User 得將 SAP NetWeaver Foundation for Third Party Applications 授權中所包含之工具用於進行以上所述這些附加元件之開發。

Mixing Core-base and user-based license metrics for SAP NetWeaver Foundation for Third Party Applications is not permitted. Licensees must decide the first time they purchase or license SAP NetWeaver Foundation for Third Party Applications which license metric (user-based or Core-based) they will use.

不允許混用 SAP NetWeaver Foundation for Third Party Applications 的核心基礎授權度量與使用者基礎授權度量。被授權人在第一次購買或取得 SAP NetWeaver Foundation for Third Party Applications 授權時，必須決定他們將使用的授權度量（以使用者為基礎或以核心為基礎）。

6. SAP BUSINESSOBJECTS SAP BUSINESSOBJECTS

6.1 SAP BusinessObjects Business Intelligence Solutions SAP BusinessObjects Business Intelligence 解決方案

6.1.1 SAP BusinessObjects Business Intelligence SAP BusinessObjects Business Intelligence

(1) SAP BusinessObjects Enterprise, premium edition (user) and SAP BusinessObjects Enterprise, premium edition (CS) include the following Runtime Software:

SAP BusinessObjects Enterprise (頂級版) (使用者) 與 SAP BusinessObjects Enterprise (頂級版) (CS) 包括下列執行階段軟體：

(a) SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK") solely for the purposes of accessing semantic data. BI SDK is not available for use by third party products without an explicit agreement between SAP and the third party.

僅供存取語意資料用途的 SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK (以下稱「BI SDK」)。除 SAP 與第三方間有明確協議外，BI SDK 不得供作第三方產品之使用。

(b) SAP IQ which can be deployed on multiple instances, so long as total number of cores deployed across all instances does not exceed 8 cores,

只要針對所有全體執行個體所部署的核心總數量未超過 8 個核心，即可在多個執行個體上部署 SAP IQ，

(c) Data Integrator (DI) which may be deployed on multiple instances, so long as total number of cores deployed across all instances does not exceed 8 Cores, and the DI instances are not clustered. Use of the Data Integrator runtime (i) does not include Text Data Processing and (ii) may only load data into one target datastore.

只要針對所有全體執行個體所部署的核心總數量未超過 8 個核心，且未叢集處理 DI 執行個體，即可在多個執行個體上部署 Data Integrator (DI)。Data Integrator 執行階段之使用 (i) 不包括 Text Data Processing 且 (ii) 僅得將資料載入至一個目標資料存放區。

(d) one Concurrent Session license of SAP PowerDesigner EnterpriseArchitect,
SAP PowerDesigner EnterpriseArchitect 的單一同時工作階段授權。

(e) one User of Predictive Analytics Modeler,
單一 Predictive Analytics Modeler 使用者。

- (f) SAP BusinessObjects Predictive Analytics Suite for deployment up to a maximum data size volume of 256 GB, and 針對最大 256 GB 資料大小數量部署作業的 SAP BusinessObjects Predictive Analytics Suite.
- (g) SAP HANA Vora for up to 4 nodes.
適用於最多 4 個節點的 SAP HANA Vora.
- (2) SAP BusinessObjects Enterprise, professional edition (user) and SAP BusinessObjects Enterprise, professional edition (CS) include the following Runtime Software:
SAP BusinessObjects Enterprise (專業版) (使用者) 與 SAP BusinessObjects Enterprise (專業版) (CS) 包括下列執行階段軟體：
- a) SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK") solely for the purposes of accessing semantic data. BI SDK is not available for use by third party products without an explicit agreement between SAP and the third party.
僅供存取語意資料用途的 SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK (以下稱「BI SDK」)。除 SAP 與第三方間有明確協議外，BI SDK 不得供作第三方產品之使用。
- b) SAP IQ which can be deployed on multiple instances, so long as total number of cores deployed across all instances does not exceed 8 cores
只要針對所有全體執行個體所部署的核心總數量未超過 8 個核心，即可在多個執行個體上部署 SAP IQ，
- c) Data Integrator (DI) which may be deployed on multiple instances, so long as total number of cores deployed across all instances does not exceed 8 Cores, and the DI instances are not clustered. Use of the Data Integrator runtime (i) does not include Text Data Processing and (ii) may only load data into one target datastore.
只要針對所有全體執行個體所部署的核心總數量未超過 8 個核心，且未叢集處理 DI 執行個體，即可在多個執行個體上部署 Data Integrator (DI)。Data Integrator 執行階段之使用 (i) 不包括 Text Data Processing 且 (ii) 僅得將資料載入至一個目標資料存放區。
- d) one Concurrent Session license of SAP PowerDesigner EnterpriseArchitect.
SAP PowerDesigner EnterpriseArchitect 的單一同時工作階段授權。
- (3) SAP BusinessObjects Enterprise, standard edition (user) and SAP BusinessObjects Enterprise, standard edition (CS) include runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK"). BI SDK is not available for use by third party products without an explicit agreement between SAP and the third party.
SAP BusinessObjects Enterprise (標準版) (使用者) 與 SAP BusinessObjects Enterprise (標準版) (CS) 包括執行階段授權可使用 SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK (以下稱「BI SDK」)。除 SAP 與第三方間有明確協議外，BI SDK 不得供作第三方產品之使用。

For a single Deployment of SAP BusinessObjects BI platform only one edition can be used: either the SAP BusinessObjects Enterprise, standard edition, or professional edition, or premium edition model.

若為 SAP BusinessObjects BI 平台的單一部署，則只能使用一種版本：SAP BusinessObjects Enterprise 標準版、專業版或頂級版模型。

Limitations for SAP BusinessObjects Enterprise, standard edition (user), SAP BusinessObjects Enterprise, professional edition (user), and SAP BusinessObjects Enterprise, premium edition (user): One User can create a maximum of 10 simultaneous sessions.

*SAP BusinessObjects Enterprise (標準版) (使用者)、SAP BusinessObjects Enterprise (專業版) (使用者) 與 SAP BusinessObjects Enterprise (頂級版) (使用者) 的限制：*一個使用者最多可建立 10 個同時工作階段。

Limitations for SAP BusinessObjects Enterprise, standard edition (CS), SAP BusinessObjects Enterprise, professional edition (CS), and SAP BusinessObjects Enterprise, premium edition (CS): The following Use rights are not available with Concurrent Session licenses.

*SAP BusinessObjects Enterprise (標準版) (CS)、SAP BusinessObjects Enterprise (專業版) (CS) 與 SAP BusinessObjects Enterprise (頂級版) (CS) 的限制：*下列使用權不會與同時工作階段授權一起提供。

- SAP BusinessObjects Enterprise,; Use of Business View Manager, Report Conversion Tool, Universe Design Tool, Web Service Query Tool, Information Design Tool, Translation Management Tool, Data Federation Administration Tool, Central Management Console, and/or Central Configuration Manager
SAP BusinessObjects Enterprise：使用業務檢視管理員、報告轉換工具、Universe 設計工具、Web 服務查詢工具、資訊設計工具、翻譯管理工具、數據聯合管理工具、中央管理主控台及/或中央組態管理員
- SAP Crystal Reports: Use of the Crystal Reports desktop client, and/or Crystal Reports for Enterprise desktop client
SAP Crystal Reports：使用 Crystal Reports desktop client 及/或 Crystal Reports for Enterprise desktop client
- SAP BusinessObjects Web Intelligence: Use of the Web Intelligence Rich Client
SAP BusinessObjects Web Intelligence：使用 Web Intelligence Rich Client
- SAP BusinessObjects Dashboards: Use of the Dashboards desktop client
SAP BusinessObjects Dashboards：使用 Dashboards desktop client
- SAP BusinessObjects Lumira desktop edition: Use of the SAP BusinessObjects Lumira desktop client
SAP BusinessObjects Lumira (桌面版)：使用 SAP BusinessObjects Lumira desktop client
- SAP BusinessObjects Design Studio: Use of the SAP BusinessObjects Design Studio desktop client, SAP BusinessObjects Design Studio runtime for SAP BW, and/or SAP BusinessObjects Design Studio runtime for SAP HANA
SAP BusinessObjects Design Studio：使用 SAP BusinessObjects Design Studio desktop client、SAP BusinessObjects Design Studio runtime for SAP BW 及/或 SAP BusinessObjects Design Studio runtime for SAP HANA
- SAP BusinessObjects Analysis for Microsoft Office: Use of Analysis edition for Microsoft Office with the SAP NetWeaver platform
SAP BusinessObjects Analysis (Microsoft Office 版)：搭配 SAP NetWeaver 平台使用 Analysis (Microsoft Office 版)

Oracle OLAP Data Provider for SAP BusinessObjects BI (OODP). Licensee's license rights for SAP BusinessObjects Enterprise include a runtime license for the OODP. Licensee's Use of the OODP Runtime Software is limited solely to connecting SAP BusinessObjects BI software both directly and indirectly to Oracle OLAP Data. It cannot be used to provide data to non-SAP products or those outside the BI and Predictive Analytics Suite.

Oracle OLAP Data Provider for SAP BusinessObjects BI (OODP)。被授權人對於 SAP BusinessObjects Enterprise 的授權權利包括 OODP 的執行階段授權。被授權人使用 OODP 執行階段軟體僅限於將 SAP BusinessObjects BI 軟體直接和間接連線到 Oracle OLAP 資料。它不可以提供資料給非 SAP 產品或 BI 與 Predictive Analytics 套件外的產品。

SQL Anywhere. Licensee's license rights for SAP BusinessObjects Enterprise include a runtime license for the SQL Anywhere database.

SQL Anywhere。被授權人對於 SAP BusinessObjects Enterprise 的授權權利包括 SQL Anywhere 資料庫的執行階段授權。

6.1.1.2 SAP BusinessObjects Enterprise, professional edition, public document

SAP BusinessObjects Enterprise (專業版) 公開文件

Usage of desktop tools are not permitted under this license. Usage of features that modify the structure of the data set including (but not limited to) the Web Intelligence Query Panel, and Lumira Prepare tab are not permitted under this license. This license must be used in a separate Deployment from all other license models. No security can be put on the document – it must be completely public. All public document access in a given deployment must be funneled through the included SAP BusinessObjects Enterprise, professional edition (user) license.

桌面工具之使用，不在本授權許可之範圍內。對數據集之結構進行變更的功能（包括但不限於：Web Intelligence Query Panel 和 Lumira Prepare 標籤），其使用不在本授權許可之範圍內。此項授權必須用在獨立於所有其他授權模式之外的部署上。文件上無法置入任何安全措施 – 故其必須是完全公開之資訊在既定之部署中，所有公開文件的存取，都必須透過已包含的 SAP BusinessObjects Enterprise (專業版) 授權之指定用戶。

6.1.2 SAP BusinessObjects Dashboards

SAP BusinessObjects Dashboards

“Connected Presentation” means any SWF file created with SAP BusinessObjects Dashboards that refreshes, or otherwise changes the data contained in such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)),

「連接簡報」意指任何以 SAP BusinessObjects Dashboards 所製作的 SWF 檔案，可以重新整理或以他法變更該 SWF 檔案內所含的資料（或匯出到其它支援檔案格式（例如 PDF、AIR、PPT）的 SWF 檔案），

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

「連線簡報」僅得用於使用者的內部業務目的，不得用於商業銷售、出租或租賃（不論單獨或搭配其他程式或產品）。

6.1.3 SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK (“BI SDK”)

SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK (以下稱「BI SDK」)

BI SDK requires SAP BusinessObjects BI version 4.1 SP2 or later.

BI SDK 需要 SAP BusinessObjects BI 4.1 SP2 版或更高版本。

Semantic Data Transfer and Persistence. This Section describes certain limitations to the transfer of semantic data, and the persistence of semantic data being transferred, from the BI SDK.

Semantic Data Transfer and Persistence. 本節介紹了傳輸語意資料的某些限制以及從 BI SDK 傳輸之語意資料的持久性。

- a. Any resolution of a BusinessObjects Universe query, with the limited exception of caching, must connect to a BusinessObjects Universe at runtime. A temporary cache is permitted for the sole purpose of improving the query performance of the Semantic Layer Web Service SDK implementation if the application does so temporarily, securely, and in a manner that does not permit use of the data or metadata outside of the application directly connecting to the Semantic Layer Web Services SDK.

對於 BusinessObjects Universe 查詢的任何解決方法必須（存在有限的快取例外）在執行階段連線到 BusinessObjects Universe。若應用程式臨時、安全且以禁止在與 Semantic Layer Web Services SDK 直接連接的應用程式外使用資料或中繼資料的方式執行此操作，則允許出於提高 Semantic Layer Web Service SDK 實作之查詢效能的唯一目的使用臨時快取。

- b. In enabling support for universes, use of the BI SDK interfaces is prohibited for any of the following purposes: (i) to crawl or index the BI SDK (or any data or metadata contained therein or managed thereby), (ii) the mass data and/or metadata extraction from the BI SDK to another product to create a new system of record for such data or metadata, or (iii) bypass or circumvent SAP's license restrictions or provide customers with access to the SAP BusinessObjects Universe Consumption for which such customers are not licensed.

在啟用全域支援時，出於以下目的禁止使用 BI SDK 介面：(i) 擷取 BI SDK 或對其建立索引（或本文所含或由此管理的資料或中繼資料），(ii) 將大量資料及/或中繼資料從 BI SDK 擷取至其他產品，以便為此資料或中繼資料建立新的系統記錄，或 (iii) 跨越或規避 SAP 授權限制，或向客戶提供客戶未取得授權之 SAP BusinessObjects Universe Consumption 的存取權限。

- c. Subject to Section (b) above, a user may develop and use any of the BI SDK interfaces for the purpose of extracting and caching SAP Semantic Product data or metadata.

根據以上第 (b) 條，使用者可開發並使用 BI SDK 介面來擷取並快取 SAP Semantic Product 資料或中繼資料。

The user agrees that any product or solution using data retrieved from the BI SDK must open and maintain a valid SAP BusinessObjects BI session when connecting to the BI SDK and when connecting to a cache of the results from the BI SDK, similar to as if the user product had connected directly to the BI SDK. APIs that enable third party products to open and close a BI session are available in SAP's BI Platform SDK.

使用者同意，當連接到 BI SDK 時以及從 BI SDK 連接到結果快取時，使用從 BI SDK 擷取的資料的任何產品或解決方案必須開啟並保持有效的

SAP BusinessObjects BI 工作階段，這類類似於使用者產品已直接連接到 BI SDK 的情況。SAP 的 BI Platform SDK 中提供讓第三方產品開啟和關閉 BI 工作階段的 API。

6.1.4 *SAP BusinessObjects Predictive Analytics Suite* *SAP BusinessObjects Predictive Analytics Suite*

SAP BusinessObjects Predictive Analytics Suite includes the following Runtime Software: 1 User of Predictive Analytics Modeler regardless of number of GB of Database Sizes licensed.

SAP BusinessObjects Predictive Analytics Suite 包括下列執行階段軟體：無論授權的資料庫大小 GB 數量為何，Predictive Analytics Modeler 的使用者數皆為 1。

Use of Automated Predictive Library (APL) is not permitted when SAP BusinessObjects Predictive Analytics Suite is Used with SAP HANA Base Edition.

若將 SAP BusinessObjects Predictive Analytics Suite 搭配 SAP HANA (基礎版) 一同使用，則不允許使用 Automated Predictive Library (APL)。

6.1.4.1 *SAP BusinessObjects Predictive Analytics Suite, Edge Edition* *SAP BusinessObjects Predictive Analytics Suite (Edge 版)*

SAP BusinessObjects Predictive Analytics Suite, Edge Edition is licensed for Use only with SAP HANA, Edge Edition, advanced version. This edition includes 1 User of SAP BusinessObjects Predictive Analytics Modeler regardless of number of GB Database Sizes licensed. Use of this edition is limited to: one database and up to 128 GB of Database Size.

SAP BusinessObjects Predictive Analytics Suite (Edge 版) 僅獲授權可與 SAP HANA (Edge 版，進階版本) 搭配使用。無論授權的資料庫大小 GB 數量為何，此版本皆僅包含 1 位 SAP BusinessObjects Predictive Analytics Modeler 使用者。此版之使用限制為一個資料庫，且資料庫大小至多為 128 GB。

6.1.4.2 *SAP BusinessObjects Predictive Analytics Modeler* may not connect to SAP HANA as a data source without a license for SAP BusinessObjects Predictive Analytics Suite.

SAP BusinessObjects Predictive Analytics Modeler 不得在未取得 SAP BusinessObjects Predictive Analytics Suite 的授權之情況下視同資料來源與 SAP HANA 連線。

6.1.5 *SAP Enterprise Information Management Solutions* *SAP Enterprise Information Management 解決方案*

6.1.5.1 *SAP Enterprise Information Management (EIM) Packages* *SAP Enterprise Information Management (EIM) 套件*

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in the EIM packages may be installed and Used. Directories are not included and must be licensed separately.

所授權之核心總數代表在核心之上得安裝並使用 EIM 套件內含之所有軟體的最高累計總數。目錄並不包含在內，需要個別取得授權。

6.1.6 *SAP Data Services, SAP Data Integrator, SAP Data Quality Management, and SAP Agile Data Preparation software* *SAP Data Services, SAP Data Integrator, SAP Data Quality Management, and SAP Agile Data Preparation software*

Directories are not included and must be licensed separately.

目錄並不包含在內，需要個別取得授權。

6.1.6.1 *SAP Data Services* *SAP Data Services*

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Data Services may be installed and Used. Data Services includes a restricted runtime license for 4 Core licenses of SAP Information Steward as Runtime Software. Use of such SAP Information Steward Runtime Software is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities. These profiling capabilities do not include the ability to write data quality rules and create scorecards in SAP Information Steward.

所授權之核心總數代表得在其上安裝並使用 SAP Data Services 內含之所有軟體的最高累計核心總數。Data Services 包含 SAP Information Steward (作為執行階段軟體) 4 份核心授權的受限執行階段授權。此類 SAP Information Steward 執行階段軟體之使用限於清理套件產生器以及基礎和進階設定檔功能。此類辨識功能並不包含撰寫數據品質規則以及創造 SAP Information Steward 計分卡的功能。

6.1.6.2 *Data Quality Management ("DQM") SDK* *Data Quality Management ("DQM") SDK*

A license to Data Quality Management SDK may be acquired in two configurations as follows: (1) a stand-alone or non-bundled configuration ("DQM SDK Non-Bundled Configuration") and (2) bundled with Core Metric licenses to Data Services and/or DQM Premium ("DQM SDK Bundled Configuration"). If acquired in the DQM SDK Non-Bundled Configuration, then a license to DQM SDK is provided as a Server License. If acquired in the DQM SDK Bundled Configuration, then licenses to DQM SDK are included as part of the Core Metric licenses of Data Services and/or DQM Premium licensed by Licensee, such that a subset of the number of such Core licenses licensed by Licensee may be Used to solely run DQM SDK, provided that the aggregate number of licenses deployed for DQM SDK and Data Services and DQM Premium must not exceed the total of Data Services and DQM Premium licenses acquired. For example, if Licensee has in the aggregate licensed six Core licenses of Data Services and/or DQM Premium, then Licensee may Use two Core licenses to run DQM SDK and the remaining 4 Core licenses to run Data Services and/or DQM Premium; or Licensee may Use three Core licenses to run DQM SDK and the

remaining 3 Core licenses to run Data Services and/or DQM Premium; or Licensee may Use all six Core licenses to run DQM SDK. Data Quality Management SDK 的授權，得透過以下兩種配置方式取得：(1) 單獨或非搭售的配置（以下稱「DQM SDK 非搭售配置」），以及 (2) 與 Data Services 和/或 DQM Premium（以下稱「DQM SDK 搭售配置」）的核心度量授權搭售。如果透過 DQM SDK Non-Bundled Configuration 取得授權，則 DQM SDK 的授權是以伺服器授權的形式提供。如果透過 DQM SDK Bundled Configuration 取得授權，則 DQM SDK 的授權是包含在被授權人所取得以核心為計量單位之授權的 Data Services 和/或 DQM Premium 授權中，因此，此類被授權人取得授權之核心授權，其中部分僅得用於執行 DQM SDK，且前提為部署給 DQM SDK 及 Data Services 與 DQM Premium 的授權總數，不得超過所取得之 Data Services 與 DQM Premium 授權總數。舉例來說，如果被授權人總共有六份 Data Services 和/或 DQM Premium 的核心授權，則被授權人得使用兩份核心授權來執行 DQM SDK，以及剩餘的 4 份核心授權來執行 Data Services 和/或 DQM Premium；或者被授權人亦得使用三份核心授權來執行 DQM SDK，以及剩餘的 3 份核心授權來執行 Data Services 和/或 DQM Premium；或者被授權人亦得使用全部六份核心授權來執行 DQM SDK。

6.1.6.3 *SAP Information Steward* *SAP Information Steward*

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Information Steward may be installed and Used.

所授權之核心總數代表得在其上安裝並使用 SAP Information Steward 內含之所有軟體的最高累計核心總數。

6.1.6.4 *SAP Data Services, enterprise edition* *SAP Data Services (企業版)*

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Data Services, enterprise edition may be installed and Used, excluding SAP PowerDesigner EnterpriseArchitect which does not count against total Cores. SAP Data Services, enterprise edition includes ten (10) Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.

授權核心總數代表安裝和使用 SAP Data Services (企業版) 中包括所有軟體所在之最大總累積核心數，不包括不會計入總核心數的 SAP PowerDesigner EnterpriseArchitect。SAP Data Services (企業版) 包括 SAP PowerDesigner EnterpriseArchitect 的十(10)個同時工作階段。

6.1.6.5 *SAP Data Integrator, premium edition* *SAP Data Integrator (頂級版)*

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Data Integrator, enterprise edition may be installed and Used, excluding SAP PowerDesigner EnterpriseArchitect which does not count against total Cores. SAP Data Integrator, premium edition includes five (5) Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.

授權核心總數代表安裝和使用 SAP Data Integrator (頂級版) 中包括所有軟體所在之最大總累積核心數，不包括不會計入總核心數的 SAP PowerDesigner EnterpriseArchitect。SAP Data Integrator (頂級版) 包括 SAP PowerDesigner EnterpriseArchitect 的五(5)個同時工作階段。

6.2 ***SAP Enterprise Performance Management*** ***SAP Enterprise Performance Management***

The Enterprise Performance Management Professional Edition Packages (“EPM Professional Ed.”) include the following:
Enterprise Performance Management (專業版) 套件 (「EPM Professional Ed.」) 包括下列：

- SAP BusinessObjects Planning & Consolidation, Version for Microsoft Platform, Professional Edition
SAP BusinessObjects Planning & Consolidation (適用於 Microsoft Platform 專業版之版本)
- SAP BusinessObjects Planning & Consolidation, Version for SAP NetWeaver, Professional Edition
SAP BusinessObjects Planning & Consolidation (適用於 SAP NetWeaver 專業版之版本)
- SAP BusinessObjects Planning & Consolidation, License for Business Planning Only, Version for Microsoft Platform, Professional Edition
SAP BusinessObjects Planning & Consolidation (僅限企業規劃授權) (適用於 Microsoft Platform 專業版之版本)
- SAP BusinessObjects Planning & Consolidation, License for Business Planning Only, Version for SAP NetWeaver, Professional Edition
SAP BusinessObjects Planning & Consolidation (僅限企業規劃授權) (適用於 SAP NetWeaver 專業版之版本)
- SAP BusinessObjects Planning & Consolidation, License for Consolidation Only, Version for SAP NetWeaver, Professional Edition
SAP BusinessObjects Planning & Consolidation (僅限合併授權) (適用於 SAP NetWeaver 專業版之版本)
- SAP BusinessObjects Strategy Management, Professional Edition
SAP BusinessObjects Strategy Management (專業版)
- SAP BusinessObjects Financial Information Management, Professional Edition
SAP BusinessObjects Financial Information Management (專業版)
- SAP BusinessObjects Financial Consolidation, Professional Edition
SAP BusinessObjects Financial Consolidation (專業版)
- SAP BusinessObjects Profitability and Cost Management, Professional Edition
SAP BusinessObjects Profitability and Cost Management (專業版)
- SAP BusinessObjects Disclosure Management, Professional Edition
SAP BusinessObjects Disclosure Management (專業版)

The Enterprise Performance Management Standard Edition Packages (“EPM Standard Ed.”) includes the following:
Enterprise Performance Management (標準版) 套件 (「EPM Standard Ed.」) 包括下列：

- SAP BusinessObjects Planning & Consolidation, Version for Microsoft Platform, Standard Edition
SAP BusinessObjects Planning & Consolidation (適用於 Microsoft Platform 標準版之版本)
- SAP BusinessObjects Planning & Consolidation, Version for SAP NetWeaver, Standard Edition
SAP BusinessObjects Planning & Consolidation (適用於 SAP NetWeaver 標準版之版本)
- SAP BusinessObjects Planning & Consolidation, License for Business Planning Only, Version for Microsoft Platform, Standard Edition
SAP BusinessObjects Planning & Consolidation (僅限企業規劃授權) (適用於 Microsoft Platform 標準版之版本)
- SAP BusinessObjects Planning & Consolidation, License for Business Planning Only, Version for SAP NetWeaver, Standard Edition
SAP BusinessObjects Planning & Consolidation (僅限企業規劃授權) (適用於 SAP NetWeaver 標準版之版本)
- SAP BusinessObjects Planning & Consolidation, License for Consolidation Only, Version for SAP NetWeaver, Standard Edition
SAP BusinessObjects Planning & Consolidation (僅限合併授權) (適用於 SAP NetWeaver 標準版之版本)
- SAP BusinessObjects Strategy Management, Standard Edition
SAP BusinessObjects Strategy Management (標準版)
- SAP BusinessObjects Financial Information Management, Standard Edition
SAP BusinessObjects Financial Information Management (標準版)
- SAP BusinessObjects Financial Consolidation, Standard Edition
SAP BusinessObjects Financial Consolidation (標準版)
- SAP BusinessObjects Profitability and Cost Management, Standard Edition
SAP BusinessObjects Profitability and Cost Management (標準版)
- SAP BusinessObjects Disclosure Management, Standard Edition
SAP BusinessObjects Disclosure Management (標準版)

Data may only be extracted from EPM Standard Ed and EPM Professional Ed packages in the form of static reports (i.e. word, excel, pdf, etc.). Any user viewing the data in a form other than the EPM system UI or via a static report requires an EPM Professional Ed. or EPM Standard Ed package license.

資料僅得使用靜態報表的格式 (亦即, word、excel、pdf 等), 從 EPM (標準版) 與 EPM (專業版) 套件中擷取。以非 EPM 系統 UI 的格式或透過靜態報表檢視資料的任何使用者都需要 EPM (專業版) 或 EPM (標準版) 套件授權。

The EPM Standard Ed and EPM Professional Ed include the following Runtime Software: (i) SAP BusinessObjects Business Intelligence Platform which is limited to use of the following: (a) use of the Central Management Server (“CMS”) to authenticate and/or authorize users for the applications; (b) use of the Central Management Console (“CMC”) to administer user rights and privileges as they pertain to the applications.

EPM (標準版) 與 EPM (專業版) 包括下列執行階段軟體：(i) SAP BusinessObjects Business Intelligence Platform 僅限於下列用途：(a) 使用中央管理伺服器 (以下稱「CMS」) 以驗證和/或授權此應用程式的使用者；(b) 使用中央管理主控台 (以下稱「CMC」) 以管理與此應用程式相關的使用者權利和權限。

EPM Standard Ed. Use is limited to (i) direct input and/or editing of quantitative and qualitative data into the application; (ii) execution of existing reports or creation of reports on existing data structures; (iii) execution of changes to workflow tasks; and (iv) viewing data, except that users accessing the package through an interface are limited to viewing data only. Consolidation functionality is limited to running controls on data submitted by Licensed users. Planning functionality is limited to performing planning tasks only on existing models.

EPM (標準版) 使用應限於：(i) 直接輸入及/或編輯定量和定性資料到應用程式中；(ii) 執行既有報告或在既有資料結構上建立報告；(iii) 執行對工作流程工作的變更；以及 (iv) 檢視資料，但使用者透過介面存取套件僅可檢視資料者，除外。整合功能限於對被授權使用者提交的資料執行控制。規劃功能限於針對既有模型執行規劃工作。

- 6.2.1 *SAP BusinessObjects Financial Consolidation.* Use of SAP BusinessObjects BI Platform included with SAP BusinessObjects Financial Consolidation is limited solely to the following features: (a) use of the Central Management Server (“CMS”) to authenticate and/or authorize users for the applications listed above; (b) use of the Central Management Console (“CMC”) to administer user rights and privileges as they pertain to the application; (c) use of Infoview to navigate and launch Analyzer workspaces. SAP BusinessObjects Financial Consolidation includes a limited runtime license for SAP BusinessObjects Intercompany.

SAP BusinessObjects Financial Consolidation. 使用 SAP BusinessObjects Financial Consolidation 隨附之 SAP BusinessObjects BI 平台僅限於以下功能：(a) 使用中央管理伺服器 (以下稱「CMS」) 驗證和/或授權使用者使用前述之應用程式；(b) 使用中央管理主控台 (以下稱「CMC」) 管理使用者權利與特許權 (在與應用程式相關時) (c) 使用 Infoview 瀏覽與啟動 Analyzer 工作區。SAP BusinessObjects Financial Consolidation 包括 SAP BusinessObjects Intercompany 的有限執行階段授權。

- 6.2.2 *SAP BusinessObjects Planning and Consolidation.* SAP BusinessObjects Planning and Consolidation includes a limited runtime license for SAP BusinessObjects Intercompany and SAP BusinessObjects Analytics for Microsoft Office.

SAP BusinessObjects Planning and Consolidation. SAP BusinessObjects Planning and Consolidation 包括 SAP BusinessObjects Intercompany 與 SAP BusinessObjects Analytics (Microsoft Office 版) 的有限執行階段授權。

- 6.2.3 *SAP BusinessObjects Planning and Consolidation, License for Consolidation Only.* SAP BusinessObjects Planning and Consolidation, License for Consolidation Only includes a limited runtime license for SAP BusinessObjects Intercompany and SAP BusinessObjects Analytics for Microsoft Office. SAP BusinessObjects Planning and Consolidation, License for Consolidation Only may be used solely for the calculation and reporting of the consolidated financial results of a group of companies or for separate financial statement reporting where the application is being used to calculate and report investments at equity, applying generally accepted accounting concepts related to accounting for business combinations and / or equity accounting for investments. The creation and calculation of budget, plan, or forecast data (forward

looking data) is not permitted.

SAP BusinessObjects Planning and Consolidation (僅限合併授權)。SAP BusinessObjects Planning and Consolidation (僅限合併授權) 包括 SAP BusinessObjects Intercompany 與 SAP BusinessObjects Analytics (Microsoft Office 版) 的有限執行階段授權。SAP BusinessObjects Planning and Consolidation (僅限合併授權) 僅可用於計算和列報一組公司的合併財務結果或用於個別財務報表列報，其中該應用程式將用於計算及列報股權投資、套用與企業合併會計和/或股權投資會計相關的公認會計概念。禁止建立和計算預算、計畫或預測資料 (預見資料)。

- 6.2.4 *SAP BusinessObjects Planning and Consolidation, license for Business Planning Only*. SAP BusinessObjects Planning and Consolidation, license for business planning only may be used solely for the creation and calculation of budget, plan, or forecast data (forward looking data). The calculation and reporting of the consolidated financial results of a group of companies or for separate financial statement reporting where the application is being used to calculate and report investments at equity, applying generally accepted accounting concepts related to accounting for business combinations and / or equity accounting for investments is not permitted.

SAP BusinessObjects Planning and Consolidation (僅限業務規劃授權)。SAP BusinessObjects Planning and Consolidation (僅限業務規劃授權) 僅止於用以建立和計算預算、計畫或預測資料 (預見資料)。禁止用於計算和列報一組公司的合併財務結果或用於個別財務報表列報，其中該應用程式將用於計算及列報股權投資、套用與企業合併會計和/或股權投資會計相關的公認會計概念。

- 6.2.5 *SAP BusinessObjects Financial Information Management*
SAP BusinessObjects Financial Information Management

When licensing SAP BusinessObjects Financial Information Management, SAP Data Integrator may be Used:

授權 SAP BusinessObjects Financial Information Management 時，可使用 SAP Data Integrator：

- solely with certain licensed SAP BusinessObjects solutions for SME, SAP analytic applications, SAP NetWeaver BW and SAP EPM On-Demand, together with certain licensed SAP EPM applications, which is specified and Used in accordance with the Documentation; and
搭配特定經授權的 SAP BusinessObjects 中小企業解決方案、SAP 分析應用程式以及 SAP NetWeaver BW 與 SAP EPM On-Demand，一併與特定經授權的 SAP EPM 應用程式一起使用 (這些應用程式指定於文件中，並應遵循文件使用)；以及
- solely for Use with SAP BusinessObjects Financial Information Management.
專供搭配 SAP BusinessObjects Financial Information Management 一同使用。

SAP BusinessObjects Financial Information Management is to be licensed whenever data integration with third party systems is required. 每次需要與第三方系統進行資料整合時，就必須取得 SAP BusinessObjects Financial Information Management 的授權。

- 6.3 *SAP Governance, Risk and Compliance Solutions*.
SAP Governance, Risk and Compliance 解決方案

The following SAP Governance, Risk and Compliance (GRC) solutions include the following Runtime Software: (i) SAP BusinessObjects BI Platform, (ii) SAP Crystal Reports, (iii) SAP BusinessObjects Dashboards, (iv) SAP BusinessObjects Web Intelligence and (v) SAP BusinessObjects Lumira desktop edition.

以下 SAP Governance, Risk and Compliance (GRC) 解決方案包括下列執行階段軟體：(i) SAP BusinessObjects BI Platform，(ii) SAP Crystal Reports，(iii) SAP BusinessObjects Dashboards 及 (iv) SAP BusinessObjects Lumira (桌面版)。

- SAP Process Control
SAP Process Control
- SAP Risk Management
SAP Risk Management
- SAP Enterprise Risk and Compliance Management, risk management
SAP Enterprise Risk and Compliance Management：風險管理
- SAP GTS
SAP GTS
- SAP Electronic Invoicing f. Brazil (NFE - Inbound)
SAP Electronic Invoicing f. Brazil (NFE - Inbound)
- SAP Electronic Invoicing f. Brazil (NFE - Outbound)
SAP Electronic Invoicing f. Brazil (NFE - Outbound)

The following SAP Governance, Risk and Compliance (GRC) solutions are limited (regardless of how many blocks of GRC are licensed) to 10 Users of each of the Following Runtime Software: (i) SAP Crystal Reports, (ii) SAP BusinessObjects Dashboards, (iii) SAP BusinessObjects Lumira desktop edition and (iv) SAP Identity Analytics.

下列 SAP Governance, Risk and Compliance (GRC) 解決方案針對以下每個執行階段軟體僅限 (無論有多少已獲授權之 GRC 單位) 10 個使用者：(i) SAP Crystal Report，(ii) SAP BusinessObjects Dashboard，(iii) SAP BusinessObjects Lumira (桌面版) 以及 (iv) SAP Identity Analytics。

- SAP Access Control
SAP Access Control
- SAP Access Control, starter edition
SAP Access Control (入門版)

The following SAP Governance, Risk and Compliance (GRC) solutions include 10 Users of the following Runtime Software: (i) SAP BusinessObjects Lumira desktop edition. Use of such Runtime Software is limited solely with GRC application data.

以下 SAP Governance, Risk and Compliance (GRC) 解決方案包括下列執行階段軟體的 10 名使用者：(i) SAP BusinessObjects Lumira (桌面版)。此類執行階段軟體僅限與 GRC 應用程式資料搭配使用。

- SAP Identity Management
SAP Identity Management

6.3.1 *SAP Access Control, starter edition*
SAP Access Control (入門版)

Use of SAP Access Control, starter edition is limited to the measuring, monitoring and reporting of access risks; and administering and reporting of superuser access.

SAP Access Control (入門版) 之使用限於計量、監控和報告存取風險，以及管理及報告超級使用者存取狀況。

6.3.2 *SAP Global Trade Services Export For Midsize Companies*
SAP Global Trade Services (適用於中型企業的版本)

Use of SAP Global Trade Services Export For Midsize Companies is limited to a maximum of three (3) countries involved overall in exporting to and from.

SAP Global Trade Services (適用於中型企業的版本) 的使用僅限於匯出至或匯出自總體所涉及的最多三 (3) 個國家。

6.3.3 *SAP Electronic Invoicing for Brazil (Nota Fiscal Electronica)*
SAP Electronic Invoicing for Brazil (Nota Fiscal Electronica)

SAP Electronic Invoicing for Brazil – Outbound and Inbound (Nota Fiscal Electronica – Outbound or Inbound) includes a runtime license SAP PI.

SAP Electronic Invoicing for Brazil – Outbound and Inbound (Nota Fiscal Electronica – Outbound or Inbound) 包含一份 SAP PI 的執行階段授權。

6.4 *SAP BusinessObjects solutions for SME*
適用於中小企業的 SAP BusinessObjects 解決方案

6.4.1 *SAP Data Services, Edge edition, Data Integrator, Edge edition and Data Quality Management, Edge edition (Edge EIM Solutions)*
SAP Data Services (Edge 版)、Data Integrator (Edge 版)、Data Quality Management (Edge 版) (Edge EIM 解決方案)

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Data Services, Edge edition may be installed and Used. Directories are not included in any of the Edge EIM Solutions and must be licensed separately. Each deployment of any of the Edge EIM Solutions is limited to a single server, with a minimum of 4 Cores and a maximum of 8 Cores.

所授權之核心總數代表得在其上安裝並使用 SAP Data Services (Edge 版) 內含之所有軟體的最高累計核心總數。目錄並不包含在任何 Edge EIM 解決方案內，需要個別取得授權。任何 Edge EIM 解決方案的每個部署限於最少 4 個核心、最多 8 個核心的單一伺服器。

6.4.2 *SAP BusinessObjects Planning and Consolidation, Edge edition*
SAP BusinessObjects Planning and Consolidation (Edge 版)

The licensing of the SAP BusinessObjects Planning and Consolidation, Edge edition is restricted to 70 users maximum on a maximum deployment of a single application server.

SAP BusinessObjects Planning and Consolidation (Edge 版) 的授權使用者上限為 70 人 (在單一應用程式伺服器上)。

6.4.3 *SAP BusinessObjects BI, Edge edition (BI Edge)*
SAP BusinessObjects BI Edge 版 (BI Edge)

Each deployment of SAP BusinessObjects BI, Edge edition (BI Edge) has maximum limits of 100 named users and 50 Concurrent Sessions on a single server. SAP BusinessObjects BI, Edge edition can be installed on a separate server solely for the purpose of using with SAP Lumira Server for BI Platform. The license includes the following Runtime Software: (i) SAP IQ and (ii) Data Integrator, both of which may be deployed on the same server as the BI Edge platform, or on a separate server up to a maximum of 8 cores in the case of SAP IQ or a maximum of 8 cores in the case of Data Integrator, and (iii) one (1) Concurrent Session license of SAP PowerDesigner DataArchitect, Edge edition.

SAP BusinessObjects BI Edge 版 (BI Edge) 之每一部署在單一伺服器上的指定用戶上限為 100 人或同時工作階段數目上限為 50 個。SAP BusinessObjects BI, Edge 版可安裝於獨立伺服器，且專供搭配 BI 平台適用的 SAP Lumira Server 一起使用之用途。授權包括下列執行階段軟體：(i) SAP IQ；(ii) Data Integrator，兩者可以部署在與 BI Edge 平台相同的伺服器上，或部署在最多八 (8) 個核心 (若為 SAP IQ) 或最多八 (8) 個核心 (若為 Data Integrator) 的其他伺服器上；(iii) SAP PowerDesigner DataArchitect, Edge 版的一 (1) 個同時工作階段授權。

Use of the Data Integrator runtime may only load data into one target datastore.

Data Integrator 執行階段之使用僅得將資料載入至一個目標資料存放區。

Use of SAP IQ Runtime Software is limited to access by and through the BI Edge platform and SAP BusinessObjects Predictive Analytics Suite.

SAP IQ 執行階段軟體的使用僅限於透過 BI Edge 平台和 SAP BusinessObjects Predictive Analytics Suite 存取。

Certain functions of BI Edge are only supported with a User license metric, not with a Concurrent Session license (refer to “Concurrent Session Limitations” in 6.1.1). SAP BusinessObjects BI, Edge edition includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK (“BI SDK”) solely for the purposes of accessing semantic data.

BI Edge 的某些功能僅支援搭配使用者授權度量資訊使用，而不能使用同時工作階段授權進行支援 (請參閱 6.1.1 中的「同時工作階段限制」)。

SAP BusinessObjects BI, Edge 版本包括僅出於存取語意資料之目的使用 SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK (「BI SDK」) 的執行階段授權。

- 6.4.4 *SAP Hybris B2C Commerce Suite - Revenue, Edge edition, SAP Hybris B2B Commerce Suite - Revenue, Edge edition*
SAP hybris B2C Commerce Suite - Revenue (Edge 版)、SAP hybris B2B Commerce Suite - Revenue (Edge 版)

Use of SAP Hybris B2C Commerce Suite or SAP Hybris B2B Commerce Suite, Edge Edition is limited to: one cluster environment (no more than two application servers and no more than one database in such cluster) and two Web Presences.

SAP Hybris B2C Commerce Suite 或 SAP Hybris B2B Commerce Suite (Edge 版) 之使用，限於：一個叢集環境 (不超過兩個應用程式伺服器且在該叢集中不超過一個資料庫) 和兩組網路呈現。

- 6.4.5 *SAP BusinessObjects Lumira, standard edition*. Licensee cannot use SAP BusinessObjects Lumira standard edition to access data in SAP applications, with the exception of accessing data in SAP HANA and SAP Business One.
SAP BusinessObjects Lumira 標準版。被授權人不得使用 SAP BusinessObjects Lumira 標準版存取 SAP 應用程式內的資料，存取 SAP HANA 和 SAP Business One 中的資料除外。

7. SAP CRYSTAL SAP CRYSTAL

7.1 Use Rights for All SAP Crystal Products

所有 SAP Crystal 產品的使用權利

7.1.1 Definitions 名詞定義

- 7.1.1.1 “SAP Crystal software” is defined to be the following products: SAP Crystal Reports, SAP Crystal Server, SAP Crystal Reports Server, SAP Crystal Dashboard Design, SAP Crystal Presentation Design, SAP Crystal Interactive Analysis, and Xcelsius Engage Server.
「SAP Crystal 軟體」定義為以下的產品：SAP Crystal Reports、SAP Crystal Server、SAP Crystal Reports Server、SAP Crystal Dashboard Design、SAP Crystal Presentation Design、SAP Crystal Interactive Analysis，以及 Xcelsius Engage Server。
- 7.1.1.2 “Desktop SAP Crystal software” is defined to be all SAP Crystal products except for SAP Crystal Server and SAP Crystal Reports Server.
「Desktop SAP Crystal 軟體」定義為所有的 SAP Crystal 產品，SAP Crystal Server 與 SAP Crystal Reports Server 除外。
- 7.1.1.3 “Connected Presentation” means any SWF file created with SAP Crystal Dashboard Design personal edition, SAP Crystal Dashboard Design departmental edition, or Xcelsius Engage Server that refresh, publish, push or otherwise change data contained in such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)).
「連接簡報」意指任何以 SAP Crystal Dashboard Design 個人版、SAP Crystal Dashboard Design 部門版、或 Xcelsius Engage Server 所製作的 SWF 檔案，可以重新整理、發佈、推送，或變更該 SWF 檔案內所含的資料 (或匯出到其它支援檔案格式 (例如 PDF、AIR、PPT) 的 SWF 檔案)。
- 7.1.1.4 “Self Contained Presentation” means any SWF file created with SAP Crystal Presentation Design, SAP Crystal Dashboard Design personal edition, SAP Crystal Dashboard Design departmental edition, or Xcelsius Engage Server that does not refresh, publish, push or otherwise change data contained in such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)).
「獨立簡報」意指任何以 SAP Crystal Presentation Design、SAP Crystal Dashboard Design 個人版、SAP Crystal Dashboard Design 部門版、或 Xcelsius Engage Server 所製作的 SWF 檔案，無法重新整理、發佈、推送，或變更該 SWF 檔案內所含的資料 (或匯出到其它支援檔案格式 (例如 PDF、AIR、PPT) 的 SWF 檔案)。
- 7.1.2 SAP Crystal Software Usage. Licensee may use SAP Crystal software to deliver training and consulting services for such SAP Crystal software, provided that each individual receiving the benefits of the training or consulting services has acquired a license separately to Use the applicable SAP Crystal Software.
SAP Crystal 軟體使用。被授權人得使用 SAP Crystal 軟體為這類 SAP Crystal 軟體提供訓練與諮詢服務，前提是接受訓練或諮詢服務的個人已經分別獲授權使用適用 SAP Crystal 軟體。
- 7.1.3 Desktop SAP Crystal Software Usage. With the exception of Connected Presentations, and subject to Section 7.2.8, Licensee may distribute the output files (e.g. PDF, SWF, XLF, WID or RPT file format) generated by the Desktop SAP Crystal software to third parties provided that Licensee complies with the following requirements:
Desktop SAP Crystal 軟體使用。除了「連接簡報」之例外狀況，根據第 7.2.8 條相關規範，被授權人可以將以 Desktop SAP Crystal 軟體所產生的輸出檔案 (例如 PDF、SWF、XLF、WID 或 RPT 檔案格式) 散佈給第三方，前提是被授權人必須符合以下的要求：
- (a) the output files reside outside of the Software and do not Use the Software;
位於該軟體外部且不使用該軟體的輸出檔案；
 - (b) Licensee remains solely responsible for support, technical or other assistance, required or requested by anyone receiving such output files;
對於其他接受此類輸出檔案的人員所需求或要求的支援、技術或其他協助，被授權人均擔負起全責；
 - (c) Licensee does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;
如未事先取得 SAP 之書面許可，被授權人不得使用授權人或軟體的名稱、標誌或商標；
 - (d) Licensee will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of output files;
對於因使用、重製或散佈輸出檔案所造成之任何聲明或責任，被授權人將保護、賠償 SAP 之損失，使之不致因而遭受損害；

- (e) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the terms set forth in Section 7.2.7(e).
被授權人應取得終端使用者（以下稱「終端使用者」）對大體上類似第 7.2.7(e) 條所陳述之條款的同意。

7.1.4 Training Workstation License for Desktop SAP Crystal software. When Desktop SAP Crystal software is used on a workstation that is used exclusively for training, the license applies to the workstation and not the named user using the Software. One license is required per training workstation.

對 Desktop SAP Crystal 軟體的訓練工作站授權。 倘若使用 Desktop SAP Crystal 軟體的工作站專用於訓練，則本授權適用於該工作站，而不是使用軟體的指定用戶。每個訓練工作站都需要一份授權。

7.1.5 Use of Screenshots and wordmarks for SAP Crystal software. Licensee may reproduce and distribute screen shots and wordmarks for SAP Crystal software in documents or media provided that:

SAP Crystal 軟體之螢幕擷取與字標的使用。 被授權人得在文件或媒體內重製與散佈 SAP Crystal 軟體之螢幕擷取與字標，前提是：

- a) The document or media isn't for commercial training material or third party training material and/or for-profit training material.
該文件或媒體並非用於商業培訓材料或第三者培訓材料和/或營利的培訓材料。
- b) Licensee's Use may not be obscene or pornographic, and Licensee may not be disparaging, defamatory, or libelous to SAP, any of its software, or any other person or entity.
被授權人不得從事淫穢或色情活動，並且不得貶低、誹謗或詆毀 SAP、任何其軟體或任何其他個人或實體。
- c) Licensee's Use may not directly or indirectly imply SAP sponsorship, affiliation, or endorsement of Licensee's product or service.
被授權人不得直接或間接暗示 SAP 與被授權人的產品或服務存在贊助、從屬或認可關係。
- d) Licensee may not Use the screen shot in a comparative advertisement
被授權人不得在比較式廣告中使用螢幕擷取
- e) Licensee may not alter the screen shot in any way except to resize or crop the screen shot.
被授權人不得以任何方式修改螢幕擷取，螢幕擷取的大小調整或裁切除外。
- f) Licensee may not include portions of a screen shot in other product user interface.
被授權人不得在其產品使用者介面中包含部分螢幕擷取。
- g) Licensee may not Use screen shots that contain third-party content unless Licensee has obtained the express permission from the third-party.
被授權人不得使用包含第三方內容的螢幕擷取，除非被授權人事先獲得第三方的明確許可。
- h) Licensee must include the following copyright attribution statement: "SAP product screen shot(s) reprinted with permission from SAP."
被授權人必須包含下列著作權歸屬聲明：「SAP 產品螢幕擷取在 SAP 的許可下再版。」
- i) If Licensee's Use includes references to a SAP Software, Licensee must use the full name of the Software.
若被授權人的使用中提及 SAP 軟體，被授權人必須使用軟體的全名。
- j) Licensee may not use a screen shot that contains an image of an identifiable individual unless Licensee has obtained permission from the individual.
被授權人不得使用包含可識別個人之影像的螢幕擷取，除非事先獲得該個人的許可。

7.2 SAP Crystal Reports runtime product

SAP Crystal Reports 執行階段產品

7.2.1 Scope. This section applies to the runtime product included in SAP Crystal Reports 2008, Crystal Reports XI, SAP Crystal Reports for Visual Studio 2010, and SAP Crystal Reports for Eclipse.

範圍。 本節適用於以下產品所包括之執行階段產品：SAP Crystal Reports 2008、Crystal Reports XI、SAP Crystal Reports for Visual Studio 2010、以及 SAP Crystal Reports for Eclipse。

7.2.2 Definitions

名詞定義

7.2.2.1 "Client Application" means an application developed by Licensee that a) utilizes the Runtime Product, b) is installed fully on an end user's machine, with all report processing local to that machine, and c) adds significant and primary functionality to the Runtime Product.

「使用者端應用程式」係指一種由被授權人開發的應用程式，其特色在於：a) 會利用 Runtime 產品，b) 完全安裝於終端使用者電腦上，且所有報表均在本機進行處理，且 c) 可將重要及主要的功能新增至 Runtime 產品。

7.2.2.2 "Internal Installation" or "Internally Install" means installing into production Client Applications and/or Server Applications on one or more computers within Licensee's company or organization only in connection with Licensee's internal business purposes.

「內部安裝行為」或「內部安裝動作」係指在被授權人公司或組織內部之一或多台電腦上安裝實際執行的使用者端應用程式及/或伺服器應用程式，且僅限於被授權人企業內部使用。

7.2.2.3 "Distribution" or "Distribute" means selling, leasing, licensing or redistributing Client Applications and/or Server Applications to third party end users external to Licensee's company or organization.

「散佈」或「散布」係指販售、租賃、授權、或重新散佈使用者端應用程式及/或伺服器應用程式給被授權人公司或組織以外的第三方終端使用者。

7.2.2.4 "Runtime Product" means the version specific files and application program interfaces (APIs) specified in the RUNTIME.TXT file provided with SAP Crystal Reports 2008, SAP Crystal Reports for Eclipse 2.0, and SAP Crystal Reports for Visual Studio 2010.

「Runtime 產品」意指 SAP Crystal Reports 2008、SAP Crystal Reports for Eclipse 2.0、以及 SAP Crystal Reports for Visual Studio 2010 隨附之 RUNTIME.TXT 檔案中所指定的特定版本檔案與應用程式介面 (API)。

7.2.2.5 "Server Application" means an application developed by Licensee that a) utilizes the Runtime Product, b) allows more than one user to Use the Runtime Product through any middle tier application(s), and c) adds significant and primary functionality to the Runtime Product. A Client

Application installed in a Windows terminal server environment (e.g. Citrix or Microsoft Remote Desktop Platform) is a Server Application.

「伺服器應用程式」係指一種由被授權人開發的應用程式，其特色在於：a) 會利用 Runtime 產品，b) 可讓一個以上的使用者透過中介層應用程式使用 Runtime 產品，且 c) 可將重要及主要的功能新增至 Runtime 產品。安裝於 Windows 終端伺服器環境 (例如，Citrix 或 Microsoft 遠端桌面平台) 中的使用者端應用程式為伺服器應用程式。

7.2.3 Usage. Licensee may install and Use a single copy of the Runtime Product to develop Client Applications and Server Applications. The Distribution and Internal Installation terms and conditions differ based on the type of applications Licensee develops, as described in the following sections.

使用. 被授權人得安裝並使用一份 Runtime 產品，以開發使用者端應用程式及伺服器應用程式。散佈與內部安裝的條款與條件，會依照被授權人所開發之應用程式的類型而有所差異，如以下各條所述。

7.2.4 Internal Installation of Client Applications and Server Applications. Licensor grants Licensee a personal, nonexclusive, limited license to Internally Install the Runtime Product with Client Applications and Server Applications.

內部安裝使用者端應用程式與伺服器應用程式. 授權人授予被授權人一份個人、非專屬的有限授權，以使用使用者端應用程式及伺服器應用程式，在內部安裝 Runtime 產品。

7.2.5 Distribution of Client Applications. Subject to Licensee's compliance with all of the terms herein, including without limitation section 7.2.7, Licensor grants Licensee a personal, nonexclusive, limited license to Distribute Client Applications.

使用者端應用程式之散佈. 視被授權人是否遵守此處所列所有條款 (包括但不限於第 7.2.7 條) 的規範而定，授權人授予被授權人一份個人、非專屬的有限授權，以散佈使用者端應用程式。

7.2.6 Distribution of Server Applications. Subject to Licensee's compliance with all of the terms herein, including without limitation section 7.2.7, Licensor grants Licensee a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that the Licensee has acquired a licensed copy of Crystal Reports for each Deployment of a Server Application that is Distributed, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports.

伺服器應用程式之散佈. 視被授權人是否遵守此處所列所有條款 (包括但不限於第 7.2.7 條) 的規範而定，授權人授予被授權人一份個人、非專屬的有限授權，以散佈伺服器應用程式至第三方，前提是針對每一份要散佈之伺服器應用程式的每個部署，被授權人都已取得一份 Crystal Reports 的授權副本，並且此類伺服器應用程式所使用的 Runtime 產品版本與被授權人之 Crystal Reports 授權副本的版本相同。

7.2.7 Runtime Product Distribution Requirements.

Runtime 產品散佈需求

If Licensee distributes the Runtime Product to third parties pursuant to sections 7.2.5 or 7.2.6, Licensee shall comply with the following requirements:

如果被授權人根據第 7.2.5 條或第 7.2.6 條將 Runtime 產品散佈給第三方，則被授權人應遵守以下要求：

(a) Licensee remains solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such Runtime Product copies or sample applications;

對於任何取得此類 Runtime 產品副本或範例應用程式的人所需或請求的支援、服務、升級、技術協助或其他協助，被授權人均擔負起全責；

(b) Licensee does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;

如未事先取得 SAP 之書面許可，被授權人不得使用授權人或軟體的名稱、標誌、或商標；

(c) Licensee will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of Runtime Product or the associated application;

對於因使用、重製或散佈 Runtime 產品或相關應用程式所造成之任何聲明或責任，被授權人將保護、賠償 SAP 之損失，使之不致因而遭受損害；

(d) Licensee shall not distribute the Runtime Product with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as SAP's product offerings; and

被授權人所散佈之 Runtime 產品，不應包含任何一般用途報告撰寫功能、資料分析功能或報告傳遞功能之產品，或任何其他執行與 SAP 之產品相同或相似功能的產品；以及

(e) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the following:

被授權人應取得終端使用者 (以下稱「終端使用者」) 對大體上類似以下內容的同意：

End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;

終端使用者同意不對 Runtime 產品或報表檔案 (.RPT) 格式進行修改、反向組譯、解編、翻譯、改寫或還原工程；

End User agrees not to distribute the Runtime Product to any third party or use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;

終端使用者同意不將 Runtime 產品散佈給任何第三方，或以租用或分時共用基礎的方式使用 Runtime 產品，或散佈 Runtime 產品為第三方之利益運作服務機構；

End User agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP's product offerings;

終端使用者同意絕不使用「Runtime 產品」製造用於散佈與 SAP 之產品方案大致上相競爭的產品。

End User agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP;

終端使用者同意絕不使用「Runtime 產品」製作會將報告檔案 (.RPT) 格式轉換成非 SAP 所有、用於具備一般用途報告撰寫功能、資料分析功能或報告傳遞功能之產品的替代報告檔案格式，並散佈此類產品。

7.2.8 SAP AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SAP AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL,

INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE APPLICATION OR RUNTIME PRODUCT.

SAP 及其供應商否認所有明示或默示的瑕疵擔保，包括但不限於對適售性、符合特定目的，以及不侵犯第三方權利等擔保。對於在本合約下發生，或與本應用程式或 Runtime 產品相關的任何直接、間接、衍生性、偶發、懲罰性、涵蓋性或其他損失，SAP 及其供應商一概不負任何責任。

7.3 SAP Crystal Dashboard Design, departmental edition.

SAP Crystal Dashboard Design (部門版)

7.3.1 **Usage.** Presentations created with the departmental edition of SAP Crystal Dashboard Design may be freely redistributed.

使用。 以 SAP Crystal Dashboard Design (部門版) 所製作的簡報可以自由地轉散佈。

SWF files generated by the departmental edition that access data exclusively with the Crystal Reports connector can be embedded into a Crystal Report and the resulting report can be redistributed without any additional licensing requirements.

由部門版所產生專門以 Crystal Reports 連接器存取資料的 SWF 檔案可以嵌入 Crystal Reports，而所產生的報告可以轉散佈，無需任何額外的授權要求。

7.3.2 **Restrictions.** SWF files generated by the departmental edition:

限制。 由部門版所產生的 SWF 檔案：

- Cannot be deployed to SAP BusinessObjects Enterprise or SAP BusinessObjects Edge.
無法部署於 SAP BusinessObjects Enterprise 或 SAP BusinessObjects Edge。
- Can be deployed standalone only to SAP Crystal Reports Server or SAP Crystal Server.
僅得獨立部署於 SAP Crystal Reports Server 或 SAP Crystal Server。
- Cannot access any data sources from SAP Software, with the exception of SAP BusinessOne.
除了 SAP BusinessOne 以外，無法從 SAP 軟體存取任何資料來源。
- Cannot be distributed to more than 100 end users.
不得散佈超過 100 名終端使用者。

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

「連線簡報」僅得用於使用者的內部業務目的，不得用於商業銷售、出租或租賃（不論單獨或搭配其他程式或產品）。

7.4 SAP Crystal Dashboard Design, personal edition

SAP Crystal Dashboard Design (個人版)

7.4.1 **Usage.** Self Contained Presentations created with the personal edition of SAP Crystal Dashboard Design may be freely redistributed. SWF files created by the personal edition of SAP Crystal Dashboard Design that access data exclusively with the Crystal Reports connector can be embedded into a Crystal Report and the resulting report can be redistributed without requiring additional licensing.

使用。 以 SAP Crystal Dashboard Design (個人版) 所製作的「獨立簡報」可以自由地轉散佈。由 SAP Crystal Dashboard Design 個人版所製作專門以 Crystal Reports 連接器存取的 SWF 檔案可以嵌入 Crystal Report，而所產生的報告可以轉散佈，無需任何額外的授權。

7.4.2 **Restrictions.** SWF files generated by the personal edition:

限制。 由個人版所產生的 SWF 檔案：

- Cannot be deployed to SAP BusinessObjects Enterprise or SAP BusinessObjects Edge.
無法部署於 SAP BusinessObjects Enterprise 或 SAP BusinessObjects Edge。
- Can be deployed standalone only to SAP Crystal Reports Server, or SAP Crystal Server.
僅得獨立部署於 SAP Crystal Reports Server 或 SAP Crystal Server。
- Cannot access any data sources from SAP Software, with the exception of SAP BusinessOne.
除了 SAP BusinessOne 以外，無法從 SAP 軟體存取任何資料來源。

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

「連線簡報」僅得用於使用者的內部業務目的，不得用於商業銷售、出租或租賃（不論單獨或搭配其他程式或產品）。

7.5 SAP Crystal Presentation Design

SAP Crystal Presentation Design

7.5.1 **Usage.** Self Contained Presentations created with all editions of SAP Crystal Presentation Design may be freely redistributed. Licensees of the enterprise edition of SAP Crystal Presentation Design can deploy the Software to any number of employees and contractors, provided those employees and contractors are directly employed by the Licensee. This license does not extend beyond Licensee's corporate entity and excludes all subsidiaries or affiliates of the Licensee.

使用。 以 SAP Crystal Presentation Design 之所有版本所製作的「獨立簡報」可以自由地轉散佈。被授權人的 SAP Crystal Presentation Design 企業版可以將軟體部署給不限人數的員工與承包商，前提是那些員工與承包商必須是由被授權人直接聘任。本授權不得延伸到被授權人的法人實體之外，且不包括被授權人之所有子公司或關係企業。

7.5.2 **Restrictions.** The student edition of SAP Crystal Presentation Design may only be Used by full time or part time students of a secondary or post-secondary educational institution.

限制。 僅限中學或大學教育機構的全職或在職學生得使用 SAP Crystal Presentation Design 的學生版。

7.6 SAP Crystal Server SAP Crystal Server

7.6.1 **Scope.** This section applies to SAP Crystal Reports Server and SAP Crystal Server. Throughout this section, the term 'SAP Crystal Server' shall be defined to include both products.

範圍。 本節適用於 SAP Crystal Reports Server 與 SAP Crystal Server。在本章節全篇中，「SAP Crystal Server」一詞的定義應包括二種產品。

7.6.2 **Usage.** SAP Crystal Reports which contain SWF files created by either the personal or departmental edition of SAP Crystal Dashboard Design that access data exclusively with the Crystal Reports connector can be viewed by users with either User or CAL licenses. Licensee may use SAP Crystal Server's mobile features or functionalities.

使用。 具有使用者或 CAL 授權的使用者，可以檢視其內含 SWF 檔案由 SAP Crystal Dashboard Design 個人版或部門版所製作且專門以 Crystal Reports 連接器存取資料的 SAP Crystal Reports。被授權人得使用 SAP Crystal Server 的行動特色或功能。

7.6.3 **Restrictions.** For each Deployment, SAP Crystal Server may be installed and Used only on a single Server. Licensee may not attempt to cluster the system across multiple live Servers. Licensee cannot use SAP Crystal Server to access data in SAP applications with the exception of SAP Business One.

限制。 對於每個部署，SAP Crystal Server 僅得在單一個伺服器上安裝與使用。被授權人不得嘗試在多組現場伺服器中聚集系統。被授權人不得使用 SAP Crystal Server 存取 SAP 應用程式內的資料，除了 SAP Business One 以外。

The following content can only be viewed using User licenses:

下列內容僅可使用使用者授權檢視：

- SAP Crystal Reports
SAP Crystal Reports
- SAP Crystal Dashboard Design, departmental edition
SAP Crystal Dashboard Design (部門版)
- SAP BusinessObjects Explorer (SAP Crystal Server 2011 and later only)
SAP BusinessObjects Explorer (僅限 SAP Crystal Server 2011 及更新版本)

The following content can only be viewed using CSBL licenses:

下列內容僅可使用 CSBL 授權檢視：

- SAP Crystal Reports
SAP Crystal Reports
- SAP Crystal Dashboard Design, departmental edition (SAP Crystal Server 2016 and later only)
SAP Crystal Dashboard Design (部門版) (僅限 SAP Crystal Server 2016 及更新版本)
- SAP BusinessObjects Explorer (SAP Crystal Server 2016 and later only)
SAP BusinessObjects Explorer (僅限 SAP Crystal Server 2016 及更新版本)

The following integration kits are not licensed for Use with SAP Crystal Server:

以下整合套件並未授權用於 SAP Crystal Server：

- SAP BusinessObjects Integration for PeopleSoft Enterprise
SAP BusinessObjects Integration for PeopleSoft Enterprise
- SAP BusinessObjects Integration for JDE EnterpriseOne
SAP BusinessObjects Integration for JDE EnterpriseOne
- SAP BusinessObjects Integration for Siebel
SAP BusinessObjects Integration for Siebel
- SAP BusinessObjects Integration for Oracle E-Business Suite
SAP BusinessObjects Integration for Oracle E-Business Suite
- SAP BusinessObjects Integration for SAP
SAP BusinessObjects Integration for SAP

SAP Crystal Server includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK") solely for the purposes of accessing semantic data.

SAP Crystal Server 包括僅出於存取語意資料之目的使用 SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK (「BI SDK」) 的執行階段授權。

Each SAP Crystal Server 2016 (and later) named users license includes one (1) named user license of SAP Crystal Reports and one (1) named user license of SAP Crystal Dashboard Design, departmental edition.

每個 SAP Crystal Server 2016 (及更新版本) 指定使用者授權皆包含一 (1) 個 SAP Crystal Reports 指定使用者授權，以及一 (1) 個 SAP Crystal Dashboard Design (部門版) 指定使用者授權。

7.6.4 **SAP Crystal Server, analytics edition** has a maximum limit of 100 named users and 250 concurrent sessions on a single server. The license includes the following Runtime Software: (i) SAP IQ, which may be deployed either on the same server as Crystal Server, or on a separate server up to a maximum of 16 cores and (ii) Data Integrator, Edge edition, which may be deployed on the same server as Crystal Server, or a separate server up to a maximum of 6 Cores, and (iii) one (1) Concurrent Session license of SAP PowerDesigner DataArchitect, Edge edition.

SAP Crystal Server (分析版) 在單一伺服器上的指定用戶上限為 100 人且同時工作階段數目上限為 250 個。授權包括下列執行階段軟體：(i) SAP IQ，可部署在與 Crystal Server 相同的伺服器上，或部署在最多 16 個核心的其他伺服器上；及 (ii) Data Integrator (Edge 版)，可部署在與 Crystal Server 相同的伺服器上，或部署在最多 6 個核心的其他伺服器上，以及 (iii) SAP PowerDesigner DataArchitect (Edge 版) 的一 (1) 個同時工作階段授權。

Use of the Runtime Software is limited to the following: Data Integrator, Edge edition (i) does not include Text Data Processing and (ii) can connect to and leverage any existing CMS repositories residing on a separate server in the customer's landscape and can only be used to load data into the included SAP IQ, from any number of SAP data sources, and up to two database types under the database interfaces.

執行階段軟體的使用限於下列方面：Data Services (Edge 版) (i) 不包括 Text Data Processing，及 (ii) 可連線並使用位於客戶架構內單獨伺服器上的任何現有 CMS 儲存機制，但只能用於將來自任意 SAP 資料來源數目且資料庫介面下最多兩個資料庫類型的資料載入內含之 SAP IQ。

Use of SAP IQ Runtime Software is limited to access by and through SAP Crystal Server.

SAP IQ 執行階段軟體的使用僅限於透過 SAP Crystal Server 存取。

SAP Crystal Server, analytics edition includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK") solely for the purposes of accessing semantic data.

SAP Crystal Server 分析版本 包括僅出於存取語意資料之目的使用 SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK (「BI SDK」) 的執行階段授權。

7.7 Xcelsius Engage Server Xcelsius Engage Server

7.7.1 *Usage.* Self Contained Presentations created with Xcelsius Engage Server may be freely redistributed. A connected presentation that receives its data exclusively from the Crystal Reports connector, and is embedded into a Crystal Report is considered a self-contained presentation.

使用。 以 Xcelsius Engage Server 製作的獨立簡報可以自由地轉散佈。連接簡報專門從 Crystal Reports 連接器接收資料，在嵌入 Crystal Report 之後被視為獨立簡報。

7.7.2 *Restrictions.* SWF files generated by Xcelsius Engage Server cannot be deployed to SAP BusinessObjects Enterprise or SAP BusinessObjects Edge.

限制。 Xcelsius Engage Server 所產生的 SWF 檔案無法部署於 SAP BusinessObjects Enterprise 或 SAP BusinessObjects Edge。

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

「連線簡報」僅得用於使用者的內部業務目的，不得用於商業銷售、出租或租賃（不論單獨或搭配其他程式或產品）。

7.8 SAP Crystal Reports Server OEM Embedded SAP Crystal Reports Server OEM Embedded

7.8.1 SAP Crystal Reports Server OEM Embedded ("CRSE") may only be installed and used on a single Server whether the Software is licensed on a User or Server basis. Licensee may not attempt to cluster the system across multiple live Servers. Licensee cannot use CRSE to access data in SAP applications.

不論軟體是根據使用者還是伺服器授權，SAP Crystal Reports Server OEM Embedded (「CRSE」) 僅可安裝於單一伺服器上。被授權人不得嘗試在多組現場伺服器中聚集系統。被授權人不可使用 CRSE 來存取 SAP 應用程式中的資料。

8. SUPPLEMENTARY PRODUCTS

補充產品

8.1 Directories.

目錄

Following are additional license conditions for content/reference data (address data, geo data etc...) provided in Data Quality and Data Services products ("Directories")

以下為 Data Quality 或 Data Services 產品 (以下稱「目錄」) 中提供之內容/參考資料 (地址資料、地理資料等) 的額外授權條件。

- 8.1.1
- Directories, any related documentation and any intellectual property rights therein at all times remain the property of SAP and its third party suppliers (as the case may be);
目錄、任何相關文件及本文件中任何智慧財產權均永遠為 SAP 與其第三方供應商之財產 (視情況而定)；
 - Licensees are not permitted to resell the data. Directories shall not be used within a service bureau environment. In selected cases, the use by an affiliate will require a separate license (see all specific directory restrictions in the "Pass Through Terms for Directories" attached hereto as Exhibit 5 which constitute a part of the terms and conditions of Licensee's use of such Directories).
嚴禁被授權人轉售資料。目錄不得用於服務機構環境中。在特定情況下，關係企業若要使用此功能就需要個別授權 (請參閱本文件附加之附錄 5，「目錄之轉付條款」中的所有特定目錄限制，該附錄包含部分被授權人使用此類目錄的條款與條件)。
 - Directories may only be used together with the SAP Data Quality and/or Data Services Products; a perpetual license for the SAP Data Quality and Data Services Products is a prerequisite for using Directories;
目錄僅得搭配 SAP Data Quality 及/或 Data Services 產品使用；使用目錄的先決條件是 SAP Data Quality 及 Data Services 產品的永久授權；
 - Directories may not be used for creating a mailing list, database or other derivative work, but may be used to cleanse an existing mailing list or database of an End User;
目錄不得用於建立郵寄清單、資料庫或其他衍生作品，但可用於清理終端使用者之現有郵寄清單或資料庫；
 - Directories will be updated from time to time: only the current version of an Directory may be used;
目錄會不時進行更新：貴使用者只得使用最新版的目錄；
 - SAP may use a software utility mechanism in Directories that imposes time limitations to prevent the use of outdated Directories;
SAP 可能會在目錄中使用軟體公用程式機制來執行時效限制，以防止使用過期的目錄；

- SAP's third party suppliers shall have no liability to End User or any third party as a result of End User's use of the Directories or any services you receive related to the use of the Directories;
對於終端使用者或任何第三方使用目錄或貴使用者接收之與使用目錄相關的任何服務所造成的後果，SAP 的第三方供應商均不應負擔任何責任。
- Content updates will not be provided by SAP hereunder, except to the extent the Directories' third party supplier(s) makes content updates available to SAP. In no case shall any SAP maintenance or support be provided for the Directories licensed herein.
依據本合約，SAP 不提供內容更新，目錄的第三方供應商向 SAP 提供內容更新的範圍除外。在任何情況下均不得為在此授權的目錄提供 SAP 維護或支援。
- A third-party supplier for Directories may elect to terminate SAP's right to distribute Directories or to provide updates during the term of your subscription, in which case Licensee's sole remedy will be to receive a refund of fees for the portion of the subscription for which Licensee is unable to use such Directories, unless otherwise stated in the Pass-Through Terms.
目錄的第三方供應商得於貴使用者訂閱期間，選擇終止 SAP 散佈目錄或提供更新的權利；在此情況下，除非轉付條款中已明確說明，否則被授權人唯一可獲得的補償將是被授權人無法使用此類目錄之訂閱部分的退費。

8.1.2 Licensing Information

授權資訊

- Directories are sold on a subscription model basis, therefore no annual maintenance fee is to be charged and, except to the extent the Directories content source makes content updates available to SAP, no SAP maintenance or support is provided for these products.
目錄是以訂閱模型為基礎進行銷售，因此不會每年收取維護費用，惟目錄來源提供內容更新給 SAP，否則 SAP 並不會對這些產品提供維護或支援。
- Subscription fees may include charges from domestic or international postal authorities or other data providers.
訂閱費用可能包括國內外郵政機關或其他資料供應商收取之費用。
- The Initial Term of this shall be 12 (twelve) calendar months from the Effective Date of the "Initial Term".
第一期應為「第一期」的生效日起算 12 (十二) 個月。
- Automatic renewals occur on an annual basis, subject to availability of the licensed Directory on the current SAP List of Prices and Conditions, and will be processed and invoiced according to the then current pricing and terms. After the Initial Term, this subscription license may be terminated by either party with 90 days written notice prior to the start of the following Renewal Term. Any termination must be in writing to the affected party and will be effective at the end of the then-current Initial/Renewal Term during which the termination notice is received by SAP.
依據目前 SAP 的定價與條件清單上是否提供此授權的目錄而定，此訂閱會每年自動續約，且續訂的處理與發票開立會依當時的價格與條款而定。第一期結束後，本訂閱授權得由任一方於次年度續約期開始前 90 日以書面通知終止。任何終止動作皆需以書面通知受影響之一方，並於 SAP 收到終止通知當時的第一期/續約期結束時生效。

- 8.1.3 In no event shall SAP's total liability for damages of any kind or nature in any way arising from or related to the licensed Directories exceed an amount equal to the annual Subscription Fee paid in the twelve (12) month period prior to the date of the claim.
任何情況下，對於授權目錄所產生或相關之任何種類性質損害，SAP 所負之全部賠償責任皆不超過主張之日前十二 (12) 個月期間內所支付之年度訂閱費等值金額。

8.2 Generic Products

一般產品

- 8.2.1 SAP Test Acceleration and Optimization.
SAP Test Acceleration and Optimization.

SAP Test Acceleration and Optimization requires a license of HP Quality Center including the modules Business Process Testing and QuickTest Professional. This can be licensed from HP directly or by licensing "SAP Quality Center by HP" (material number 7010568).

SAP Test Acceleration and Optimization 需要 HP Quality Center 的授權，包括 Business Process Testing 與 QuickTest Professional 模組。貴使用者可以直接從 HP 取得授權，或透過「SAP Quality Center by HP」(資料編號 7010568) 的授權取得授權。

- 8.2.2 SAP Landscape Transformation, enterprise edition ("LT")
SAP Landscape Transformation 企業版 ("LT")

The license for LT is explicitly connected to the customer installation(s) identified by Licensee is non-transferrable.
LT 的授權明確連線到被授權人識別為不可轉讓之客戶安裝。

- 8.2.3 SAP Landscape Transformation Replication Server ("SLT")
SAP Landscape Transformation Replication Server ("SLT")

SAP Landscape Transformation Replication Server ("SLT") includes SAP Mobile Platform ("Mobile Platform") as Runtime Software. The Mobile Platform is licensed for use with the licensed SLT Server only. Any additional use of the Mobile Platform requires an additional license.

SAP Landscape Transformation Replication Server ("SLT") 包括 SAP 行動平台 (以下稱「行動平台」) 作為執行階段軟體。Mobile Platform 經授權僅可與授權的 SLT 伺服器搭配使用。行動平台的任何額外使用需要額外授權。

- 8.2.4 SAP Test Data Migration Server
SAP Test Data Migration Server

SAP Test Data Migration Server includes SAP Mobile Platform ("Mobile Platform") as Runtime Software. The Mobile Platform is licensed for use with the licensed SAP Test Data Migration Server only. Any additional use of the Mobile Platform requires an additional license.

SAP Test Data Migration Server 包括 SAP 行動平台 (以下稱「行動平台」) 作為執行階段軟體。行動平台經授權僅可與授權的 SAP Test Data Migration Server 結合使用。行動平台的任何額外使用需要額外授權。

9. DATABASE AND TECHNOLOGY PORTFOLIO PRODUCTS (EXCLUDING HANA)

資料庫及技術組合產品 (不含 HANA)

- 9.1 Product versions marked as "Earlier Versions" on SAP Service Marketplace may only be downloaded and/or used by Licensees who are or previously were Sybase customers and who have or previously had licensed the particular earlier version of software that they wish to download and/or use.
SAP Service Marketplace 上標記為「較舊版」的產品版本，僅得由目前是或先前是 Sybase 客戶並且目前已授權或先前已授權要下載及/或使用之特定較舊版軟體的被授權人下載及/或使用。
- 9.2.1 SAP ASE Runtime Edition. SAP Adaptive Server Enterprise ("ASE") is a runtime database licensed for use by individuals licensed as SAP Named Users solely in conjunction with their use of applicable Software and/or Third Party Software licensed by Licensee from SAP. The SAP ASE runtime database may not be used to run any software and/or third party software other than applicable Software and/or Third Party Software licensed by Licensee from SAP. SAP ASE runtime database includes a limited runtime license of MaxDB database, subject to these provisions. For purposes of clarification, see the applicable Software and/or Third Party Software Documentation for information regarding release(s) / version(s) supported on the SAP ASE and MaxDB runtime database. SAP ASE runtime database includes a limited runtime license of SAP Replication Server, Premium edition to be used only in conjunction with SAP ASE solely for disaster recovery purposes.
SAP ASE (執行時期版)。SAP Adaptive Server Enterprise (以下稱「ASE」) 是一授權的執行階段資料庫，得以授權為 SAP 指定用戶授權身分的個人使用，並單獨搭配被授權人向 SAP 所授權之適用軟體和/或第三方軟體使用。SAP ASE 執行階段資料庫除了用於被授權人向 SAP 所授權之適用軟體和/或第三方軟體以外，不得用於執行其它軟體和/或第三方軟體。SAP ASE 執行階段資料庫包括 MaxDB 資料庫的有限執行階段授權，受下列條款規範。為求明確，請參閱適用軟體和/或第三方軟體的說明書，瞭解關於 SAP ASE 和 MaxDB 執行階段資料庫上所支援的發行/版本。SAP ASE 執行階段資料庫包括 SAP Sybase Replication Server, Premium edition 的有限執行階段授權，其僅結合 SAP ASE 使用以達到損壞復原之唯一目的。
- 9.2.2 SAP ASE
SAP ASE
Licensee shall only use SAP ASE in connection with the Software licensed for the Use with SAP ASE and only for the purposes of its own internal data processing which includes access of third party user such as contractor, supply chain vendor or supplier, customer, or third party individual authorized by the customer. Licensee may not Use SAP ASE with any non-SAP branded or custom developed applications.
被授權人應僅依照授權用於 SAP ASE 的軟體來使用 SAP ASE，而且只能用於其本身內部資料處理之目的，包括第三方使用者的存取權，例如承包商、供應鏈廠商或供應商、客戶、或由客戶授權的第三方個人。被授權人不得搭配非 SAP 品牌或自行開發的應用程式來使用 SAP ASE。
Third party database applications running on HANA Cloud Platform may directly access SAP ASE.
用於在 HANA Cloud Platform 執行的第三方資料庫應用程式得直接存取 SAP ASE。
Third party database applications for system administration, monitoring and management may directly access SAP ASE.
用於系統管理、監控及管理的第三方資料庫應用程式得直接存取 SAP ASE。
Third party database applications or new functionality or new applications which may directly access the SAP ASE or indirectly access information contained therein are not allowed.
可以直接存取 SAP ASE 或間接存取此處所含資料的第三方資料庫應用程式或新功能或新應用程式，均受到禁止。
The foregoing provision, however, does not prohibit the Licensee from using a development environment or workbench which is part of the SAP Software to configure or modify the SAP software for which the database is licensed.
然而，前述條款並不禁止被授權人使用 SAP 軟體一部分的開發環境或工作檯，以配置或修改取得資料庫授權的 SAP 軟體。
- 9.2.3 SAP Adaptive Server Platform. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Adaptive Server Platform may be installed and Used.
SAP Adaptive Server Platform。所授權之核心總數代表得在其上安裝並使用 SAP Adaptive Server Platform 內含之所有軟體的最高累計核心總數。
- 9.2.4 SAP ASE, Edge Edition, advanced version. SAP ASE, Edge Edition, advanced version may only be deployed on a server having a maximum of 8 cores and includes a limited runtime license of SAP Sybase Replication Server, Premium edition to be used only in conjunction with SAP ASE, Edge Edition, advanced version solely for disaster recovery purposes. The limited runtime license of SAP Sybase Replication Server, premium edition includes SAP ASE Edge Edition licenses which are solely for use with the included SAP Sybase Replication Server.
SAP ASE (Edge 版, 進階版本)。SAP ASE (Edge 版, 進階版本) 僅可部署於具有最多 8 個核心的伺服器，且包括 SAP Sybase Replication Server (頂級版) 的有限執行階段授權，其僅結合 SAP ASE (Edge 版) 以達到損壞復原之唯一目的。SAP Sybase Replication Server (頂級版) 的有限執行階段授權，包括專供搭配隨附 SAP Sybase Replication Server 使用的 SAP ASE (Edge 版) 授權。
- 9.2.5 SAP Event Stream Processor and Adapters. As is true in all cases, in order to integrate or otherwise Use the licensed Software with another third party software product, Licensee must first secure an appropriate license from the applicable third party licensor (or one of its authorized distributors). SAP may disclose Licensee's business name, address and license metric / level to such entities (where they are licensors of the licensed Software to SAP or its parent, SAP SE) to assist such licensors in determining Licensee's compliance with the preceding sentence.
SAP Event Stream Processor and Adapters。照例，為了將授權軟體與其他第三方軟體產品整合或以其他方式搭配，被授權人必須首先自適用

第三方授權人 (或其授權經銷商之一) 取得適當授權。SAP 得向此類實體 (身為向 SAP 或其母公司 SAP SE 授予軟體權利的授權人) 揭露被授權人的營業名稱、地址和授權度量資訊/等級, 以協助此類授權人判斷被授權人是否遵守前款規定。

9.2.6 SAP SQL Anywhere workgroup, Edge edition. SAP SQL Anywhere workgroup, Edge edition, (i) is limited to Use on a maximum of eight (8) Cores on a single server and (ii) includes SQL Anywhere Monitor solely for non-productive Use.
SAP SQL Anywhere 工作群組 (Edge 版)。SAP SQL Anywhere 工作群組 (Edge 版) (i) 僅限在單一伺服器用於最多八 (8) 個核心, 及 (ii) 包括僅用於非生產用途的 SQL Anywhere Monitor。

9.2.7 SAP PowerDesigner. Includes SAP SQL Anywhere database, which may only be Used as the metadata repository for PowerDesigner (where licensed) and for SQL language parsing.
SAP PowerDesigner。包含 SAP SQL Anywhere 資料庫, 僅可用於做為 PowerDesigner (若獲授權) 與 SQL 語言剖析的中繼資料儲存庫。

9.2.8 SAP IQ, Edge edition may only be deployed on a server having a maximum of 8 Cores. Regardless of the number of Cores licensed, SAP IQ, Edge edition may be Used for databases of up to one (1) terabyte.
SAP IQ (Edge 版) 僅可於具有最多 8 個核心的一個伺服器上部署。不論所授權的核心數為何, SAP IQ (Edge 版) 可用於最多一 (1) TB 的資料庫。

9.2.9 IoT Foundation for SAP HANA. The following Runtime Software is included with the respective usage limitations listed below:
IoT Foundation for SAP HANA。下列執行階段軟體附有下列所列之個別使用限制：

- 64 GB of memory of SAP HANA Smart Data Streaming Option
SAP HANA Smart Data Streaming Option 為 64 GB 記憶體
- 256 GB of SAP HANA Dynamic Tiering Option
SAP HANA Dynamic Tiering Option 為 256 GB 記憶體
- One Node of SAP HANA Vora
SAP HANA Vora 單一節點
- Remote Data Sync
遠端資料同步
- IoT SIM Management
IoT SIM Management
- Dynamic Edge Processing, limited to edge data transformation, sensor data processing and automated data fidelity
動態邊緣處理, 僅限邊緣資料轉換、感應器資料處理和自動資料精確度

9.2.10 IoT Client for SAP HANA. The following Runtime Software is included with the respective usage restrictions listed below.

IoT Client for SAP HANA。下列執行階段軟體附有下列所列之個別使用限制。

- One Device of SAP SQL Anywhere Database and Sync Client
SAP SQL Anywhere Database 與 Sync Client 為單一裝置
- Streaming Lite
Streaming Lite
- Plant Connectivity
工廠連線能力

9.2.11 SAP HANA Vora, standard edition. Use is limited solely to the following SAP HANA Vora features and functionality:

SAP HANA Vora (標準版)。僅限使用下列 SAP HANA Vora 功能和特性：

- Partitioning / Distributed Joins
分割 / 分散式加入
- Spark integration
Spark 整合
- HANA integration
HANA 整合
- Hierarchy processing
階層處理
- Currency conversion
貨幣兌換
- Vora tools
Vora 工具
- Vora Manager
Vora Manager
- Security
安全性。

10. MOBILE

行動裝置

10.1 The licensed Software may include certain third party open source and/or other free download components (collectively, the “Free Download Components”). Please refer to <http://www.sap.com/sybase-thirdpartylegal> for certain notices relating to the Free Download Components.

授權軟體可能包括某些第三方開放原始碼及/或其他免費下載元件 (統稱「免費下載元件」)。如需關於免費下載元件的特定聲明, 請參閱 <http://www.sap.com/sybase-thirdpartylegal>。

- 10.2 Product versions marked as “Earlier Versions” on SAP Service Marketplace may only be downloaded and/or used by Licensees who are or previously were Sybase customers and who have or previously had licensed the particular earlier version of software that they wish to download and/or use.
SAP Service Marketplace 上標記為「較舊版」的產品版本，僅得由目前是或先前是 Sybase 客戶並且目前已授權或先前已授權要下載及/或使用之特定較舊版軟體的被授權人下載及/或使用。
- 10.3 SAP Software that is mobile enabled may require an additional component downloaded from a third party mobile application store.
SAP 行動軟體可能需要從第三方行動應用程式商店下載額外元件。
- 10.4 SAP Enterprise Integration for Mobile Apps Software.
SAP Enterprise Integration for Mobile Apps 軟體
- 10.4.1 The SAP Enterprise Integration for Mobile Apps Software may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. The licensed SAP Enterprise Integration for Mobile Apps includes a runtime license for SAP Mobile Platform (“Mobile Platform”). The Mobile Platform is licensed for use with the licensed SAP Enterprise Integration for Mobile Apps only. Any additional use of the Mobile Platform requires an additional license. In addition, the following terms apply to specific Software:
SAP Enterprise Integration for Mobile Apps 軟體可能會要求向第三方行動應用程式商店下載額外元件。每一額外元件都受其個別授權合約規範。授權的 SAP Enterprise Integration for Mobile Apps 包括 SAP Mobile Platform (以下稱「Mobile Platform」) 的執行階段授權。Mobile Platform 授權僅限與授權的 SAP Enterprise Integration for Mobile Apps 搭配使用。行動平台的任何額外使用需要額外授權。此外，下列條款適用於特定軟體：
- 10.4.2 *SAP Mobile Inclusive Banking, SAP Omnichannel Banking, digital commercial option, SAP Omnichannel Banking, digital retail option*, The referenced Mobile Apps include a runtime license for SAP Mobile Platform (“Mobile Platform”). The Mobile Platform is licensed for use with the licensed Mobile App only. Any additional use of the Mobile Platform requires an additional license. Runtime Mobile Platform can be used for customers’ extensions and enhancements to the licensed Mobile App provided customer’s extensions are in line with the intended purpose of the licensed App.
SAP Mobile Inclusive Banking, SAP Omnichannel Banking (數位商業選項), SAP Omnichannel Banking (數位零售選項)。提及之行動應用程式包括 SAP 行動平台 (下稱「行動平台」) 的執行階段授權。行動平台經授權僅可與授權的行動應用程式搭配使用。行動平台的任何額外使用需要額外授權。當客戶的強化手段符合授權 APP 之遠端目的，行動平台執行階段可被使用於授權行動 APP 的延伸與強化
- 10.4.4 *SAP Mobile Platform*. Each SAP Mobile Platform license includes SAP NetWeaver Gateway. Each such SAP Mobile Platform User may Use SAP NetWeaver Gateway as follows: each SAP Mobile Platform User is licensed to Use SAP NetWeaver Gateway provided with the SAP Mobile Platform for the sole purpose of enabling (i) any SAP Mobile Applications supported on SAP Mobile Platform and licensed by Licensee under the Agreement on a per user basis, solely to interface with the Software and/or third party software licensed under the Agreement and/or (2) any Licensee owned/licensed mobile applications, solely to interface with the Software and/or third party software licensed under the Agreement via SUP.
SAP Mobile Platform。每一 SAP Mobile Platform 授權都包括 SAP NetWeaver Gateway。每一此類 SAP Mobile Platform User 得依下述方式使用 SAP NetWeaver Gateway：每一 SAP Mobile Platform User 係獲授權使用隨附於 SAP Mobile Platform 之 SAP NetWeaver Gateway，使用目的僅限於讓 (i) SAP Mobile Platform 支援且由被授權人根據本合約以使用者為單位取得授權之任何 SAP Mobile Application，僅與軟體及/或透過 SUP 根據本合約取得授權的第三方軟體搭配；及/或 (ii) 任何被授權人擁有/取得授權之行動應用程式僅與軟體及/或透過 SUP 根據本合約取得授權的第三方軟體搭配。
- 10.4.4.1 Each referenced SAP Mobile Platform includes a runtime license of SAP ASE database. SAP ASE is licensed for use only with referenced SAP Mobile Platforms. Any additional use of SAP ASE requires an additional license
引用的每個 SAP Mobile Platform 授權包括 SAP ASE 資料庫的執行階段授權。SAP ASE 之授權僅供作與引用的 SAP Mobile Platforms 共同使用。SAP ASE 的任何額外使用需要額外授權
- 10.5 *SAP Mobile Platform, Consumer Edition*. Each SAP Mobile Platform, Consumer Edition User license includes SAP NetWeaver Gateway. Each component comprising the SAP Mobile Platform, Consumer Edition is subject to the applicable terms stated in the Software Use Rights document. Each such SAP Mobile Platform, Consumer Edition User is licensed to Use SAP NetWeaver Gateway provided with the SAP Mobile Platform, Consumer Edition for the sole purpose of enabling (i) any SAP Mobile Applications supported on SAP Mobile Platform, Consumer Edition and licensed by Licensee under the Agreement on a per user basis, solely to interface with the Software and/or third party software licensed under the Agreement and (2) any Licensee owned/licensed mobile applications, solely to interface with the Software and/or third party software licensed under the Agreement via SAP Mobile Platform. Licensee may grant each licensed SAP Mobile Platform, Consumer Edition User the right to make an unlimited number of Application Connections, and there is no requirement for an SAP Mobile Platform, Consumer Edition User to also be licensed as an SAP Named User; and only an individual making Application Connections solely on his or her own behalf as an individual (i.e. not in conjunction with his or her employment or on behalf of any other individual(s) and/or entity(ies)) may be licensed as an SAP Mobile Platform, Consumer Edition User.
SAP Mobile Platform (消費者版)。每一 SAP Mobile Platform (消費者版) 使用者授權都包括 SAP NetWeaver Gateway。SAP Mobile Platform (消費者版) 的每一元件應受軟體使用權利文件中所載之適用條款規範。每一此類 SAP Mobile Platform (消費者版) 使用者係獲授權使用隨附於 SAP Mobile Platform (消費者版) 之 SAP NetWeaver Gateway，使用目的僅限於讓 (i) SAP Mobile Platform (消費者版) 支援且由被授權人根據本合約以使用者為單位取得授權之任何 SAP Mobile Applications 僅與軟體及/或根據本合約取得授權的第三方軟體搭配；及 (ii) 任何被授權人擁有/取得授權之行動應用程式僅與軟體及/或透過 SAP 根據本合約取得授權的第三方軟體搭配。被授權人得授予每位授權 SAP Mobile Platform (消費者版) 使用者進行不限數量應用程式連線的權利，SAP Mobile Platform (消費者版) 使用者無須取得 SAP 指定用戶授權。僅有代表自己個人進行應用程式連線的個人 (亦即與其任職無關或不代表其他個人和/或實體) 得授權為 SAP Mobile Platform (消費者版) 使用者。

- 10.5.1 SAP Mobile Platform, Consumer Edition includes a runtime license of SAP ASE database. SAP ASE is licensed for use only with SAP Mobile Platform, Consumer Edition. Any additional use of SAP ASE requires a full use license for SAP ASE.
SAP Mobile Platform (消費者版) 包括 SAP ASE 資料庫的執行階段授權。SAP ASE 之授權僅供作與 SAP Mobile Platform (消費者版) 搭配使用。SAP ASE 的任何額外使用需要額外 SAP ASE 授權。
- 10.6 Runtime Database in Certain Sybase Licensing Scenarios. Notwithstanding anything to the contrary, SAP Mobile Platform, if licensed hereunder, may require a database product in addition to any runtime database that may be licensed hereunder. The Agreement does not contain a license to use any database product other than one identified in the Agreement. SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained (i.e. licensed) directly from a third party vendor by Licensee, and Licensee is responsible for support and maintenance of any database product obtained (i.e. licensed) from a third party vendor, and SAP has no responsibility in this regard.
在特定 Sybase 授權情況下的 Runtime Database. 若於本合約中授權, SAP Mobile Platform 得要求依據本合約授權的任何執行階段資料庫之外之附加其他資料庫產品。即使有其他相反規定, 本條仍具優先效力。本合約並不包含使用合約內未明定之任何資料庫產品的授權。對於被授權人從第三方供應商直接取得 (亦即獲得授權) 之任何資料庫產品, SAP 對其任何授權條款或操作不作任何聲明或擔保。對於上述從第三方供應商直接取得 (即獲得授權) 之任何資料庫產品, 被授權人應負責取得支援及維護, SAP 對此概不負責。

11. SAP HANA SAP HANA

11.1 Definitions. 名詞定義

- 11.1.1 Data Sources. Any software product(s) and/or database instance(s) for which Licensee has secured an appropriate license.
資料來源. 被授權人已經取得適當授權的任何軟體產品和/或資料庫執行個體。

11.2 Where SAP HANA Is Not Contractually Restricted to Standalone Use. 在 SAP HANA 不受合約限制為單獨使用的情況下

- 11.2.1 SAP HANA, Platform Edition. SAP HANA Platform Edition may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA Platform includes the following Runtime Software: SAP HANA Data Warehousing Foundation Option, SAP IT Operations Analytics (so long as use is limited to one node), Smart Data Access and SAP Smart Data Integration, Use of SAP Smart Data Integration is limited to use with Smart Data Access in data federation scenarios. Licensee may use Smart Data Access to query data from any data sources, provided that Licensee's license for SAP HANA, Platform Edition has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access.

SAP HANA (平台版). SAP HANA (平台版) 的使用得搭配不限數量的資料來源, 且此類使用受適用之授權層級的限制。SAP HANA (平台版) 包括下列執行階段軟體: SAP HANA Warehousing Foundation Option、SAP IT Operations Analytics (限用於單一節點)、Smart Data Access 與 Smart Data Integration, 使用 SAP Smart Data Integration 僅限於在資料聯合情境中搭配使用 SAP Smart Data Access。被授權人得使用 Smart Data Access 查詢任何資料來源的資料, 但該被授權人的 SAP HANA (平台版) 授權應具備適當規模, 且適用於上述所有查詢資料以及透過 Smart Data Access 加入之其他資料來源。

- 11.2.2 SAP HANA, Enterprise Edition. SAP HANA Enterprise Edition may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA Enterprise includes the following Runtime Software: SAP Data Integrator ("DI"), SAP Smart Data Integration ("SDI"), and SAP Landscape Transformation Replication Server ("SLT"), and Use of such runtime products shall be limited solely to extracting data from Data Sources into SAP HANA Enterprise Edition. Notwithstanding the foregoing, an SAP Named User license will not be required solely where (i) data is exported directly out of the licensed SAP HANA Enterprise Edition into Non-SAP Applications (as defined below) in an asynchronous, non-real-time manner and (ii) the use of such exported data in such Non-SAP Applications does not result in any updates to and/or trigger any processing capabilities of any licensed Software or Third Party Software. Notwithstanding anything to the contrary, if a runtime database is licensed for Use with the licensed SAP HANA Enterprise Edition Software, then Use of such runtime database to support the export of data from the licensed SAP HANA Enterprise Edition Software in accordance with the immediately preceding sentence shall be limited to application level APIs. SAP HANA Enterprise includes a runtime license of SAP HANA Rules Framework and SAP HANA Data Warehousing Foundation Option. Licensee may use Smart Data Access to (i) query data from any data sources, provided that Licensee's license for SAP HANA, Enterprise Edition has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access, or (ii) with SAP Smart Data Integration in data federation scenarios. SAP HANA Enterprise also includes SAP IT Operations Analytics (so long as Use is limited to one node), and five (5) Concurrent Sessions of SAP Enterprise Architecture Designer.

SAP HANA (企業版). SAP HANA (企業版) 的使用得搭配不限數量的資料來源, 且此類使用受適用之授權層級的限制。SAP HANA Enterprise 包括下列執行階段軟體: SAP Data Integrator (以下稱「DI」)、SAP Smart Data Integration (以下稱「SDI」) 與 SAP Landscape Transformation Replication 伺服器 (以下稱「SLT」), 且該等執行階段產品的使用應僅限於單獨從資料來源將資料擷取至 SAP HANA (企業版)。儘管有上述的規定, 以下單獨情況並不需要 SAP 指定用戶授權: (i) 資料直接從授權之 SAP HANA (企業版) 以匿名非即時的方式匯出至非 SAP 應用程式 (定義如下), 以及 (ii) 在此類非 SAP 應用程式中使用此類匯出的資料, 並不會對任何授權軟體或第三方軟體之處理功能產生任何更新和/或觸發。儘管有上述的規定, 如果執行階段資料庫獲授權搭配所授權之 SAP HANA (企業版) 軟體使用, 則根據上一句使用此類執行階段資料庫支援從授權的 SAP HANA (企業版) 軟體匯出資料時, 應限於應用程式層級 API。SAP HANA (企業版) 包含一個 SAP HANA Rules Framework 和 SAP HANA Data Warehousing Foundation Option 之執行階段授權。被授權人得使用 Smart Data Access 執行以下工作: (i) 查詢任何資料來源的資料, 但前提是該被授權人的 SAP HANA (企業版) 授權應具備適當規模, 且適用於上述所有查詢資料以及透過 Smart Data Access 加入之其他資料來源,

或 (ii) 在資料聯合情境中搭配使用 SAP Smart Data Integration。SAP HANA (企業版) 同時包括 SAP IT Operations Analytics (惟僅限用於一個節點) 以及 SAP Enterprise Architecture Designer 的五 (5) 個同時工作階段。

Non-SAP Applications. Any software and/or applications, other than Software or Third Party Software, for which Licensee has secured an appropriate license from an entity other than SAP, SAP AG, and/or any of its/their subsidiaries and/or distributors.

非 SAP 應用程式。 指任何軟體和/或應用程式，而非本軟體或第三方軟體，且被授權人已經向 SAP、SAP AG、和/或其子公司和/或經銷商以外的實體取得適當的授權。

- 11.2.3 *SAP HANA, Edge edition, advanced version.* SAP HANA Edge advanced may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA Edge advanced currently includes a runtime license of SAP Data Integrator (“DI”), SAP Smart Data Integration (“SDI”), and SAP Landscape Transformation Replication Server (“SLT”), and Use of such runtime products shall be limited solely to extracting data from Data Sources into SAP HANA Edge advanced. SAP HANA Edge advanced includes the license for 128GB of SAP HANA Dynamic Tiering Option with each licensed 32GB unit of SAP HANA Edge advanced. SAP HANA Edge advanced includes a runtime license of SAP HANA Data Warehousing Foundation Option solely for Use with SAP HANA Dynamic Tiering Option.

SAP HANA (Edge 版, 進階版本). SAP HANA (Edge 版, 進階版本) 的使用得搭配不限數量的資料來源，且此類使用受適用之授權層級的限制。SAP HANA (Edge 版, 進階版本) 目前包括一個 SAP Data Integrator (以下稱「DI」)、SAP Smart Data Integration (以下稱「SDI」) 與 SAP Landscape Transformation Replication 伺服器 (以下稱「SLT」) 的執行階段授權，該執行階段產品的使用僅限於單獨從資料來源將資料擷取至 SAP HANA (Edge 版, 進階版本)。SAP HANA (Edge 版, 進階版本) 包括 128GB SAP HANA Dynamic Tiering Option 和每個經授權的 32GB SAP HANA (Edge 版, 進階版本)。SAP HANA (Edge 版, 進階版本) 包括 SAP HANA Data Warehousing Foundation Option 的執行階段授權，該授權僅限於和 SAP HANA Dynamic Tiering Option 搭配使用。

- 11.2.4 *SAP HANA, Spatial edition.* Use is limited solely for the purposes of analysis and processing of geospatial information of the following SAP HANA features and functionality: Core Database Services, Smart Data Access, HANA Studio & Modeling, XS/XS advanced, DB Control Center, Multitenant DB containers, System Virtualization support, HANA Decision Tables, Business Function Library, Building UIs, Developing SQL Scripting procedure, AFL framework (development & runtime), Capture & Replay, HANA Cockpit, and Spatial Engine, as well as SAP HANA Data Warehousing Foundation Option. Licensee may use Smart Data Access to query data from any data sources, provided that Licensee’s license for SAP HANA, Spatial Edition has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access. SAP Smart Data Integration is included as runtime software solely for use with Smart Data Access in data federation scenarios.

SAP HANA (地理空間版). 僅限專門用於下列 SAP HANA 功能和特性的分析與地理空間資訊處理用途：Core Database Services、Smart Data Access、HANA Studio & Modeling、XS/XS advanced、DB Control Center、Multitenant DB containers、System Virtualization support、HANA Decision Tables、Business Function Library、Building UI、Developing SQL Scripting procedure、AFL framework (development & runtime)、Capture & Replay、HANA Cockpit 和 Spatial Engine，以及 SAP HANA Data Warehousing Foundation Option。被授權人得使用 Smart Data Access 查詢任何資料來源的資料，但該被授權人的 SAP HANA (地理空間版) 授權應具備適當規模，且適用於上述所有查詢資料以及透過 Smart Data Access 加入之其他資料來源。SAP Smart Data Integration 已隨附做為執行階段軟體，惟僅限於資料聯合情境中與 Smart Data Access 搭配使用。

- 11.2.5 If one or more limited use versions of SAP HANA (SAP HANA Runtime edition for SAP BW; SAP HANA Database Edition for SAP BW; SAP HANA Runtime edition for Applications and SAP BW), and one or more of the following SAP HANA editions: SAP HANA Base Edition, SAP HANA Spatial Edition, HANA Platform Edition, HANA Enterprise Edition (individually, “HANA Full Use Edition”), are licensed and deployed in the same installation with shared HANA database tenants, then at least 50% of the installation must be used to operate one or more of the HANA Full Use Editions.

若 SAP HANA (SAP HANA Runtime edition for SAP BW、SAP HANA Database Edition for SAP BW、SAP HANA Runtime edition for Applications 和 SAP BW) 之一個或多個有限使用版本以及 SAP HANA (基礎版)、SAP HANA (地理空間版)、HANA (平台版) 與 HANA (企業版) (以下分稱為「HANA 完整使用版」) 中之一個或多個 SAP HANA 版本，被授權並部署在同一安裝上，並隨附共用之 HANA 資料庫租戶，則該安裝中至少應有 50% 用於執行一個或多個 HANA 完整使用版

11.3 Where SAP HANA Software Is Contractually Restricted to Standalone Use.

在 SAP HANA 軟體受合約限制為單獨使用的情況下

- 11.3.1 *Standalone Use of HANA Platform Edition.* SAP HANA Platform Edition may be Used with an unlimited number of Data Sources, such Use being subject to the Standalone Use restriction and the applicable Licensed Level. SAP HANA Platform includes the following Runtime Software: SAP HANA Data Warehousing Foundation Option, Smart Data Access and SAP Smart Data Integration. Use of SAP Smart Data Integration is limited to use with Smart Data Access in data federation scenarios. Licensee may use Smart Data Access to query data from any data sources, provided that Licensee’s license for SAP HANA, Platform Edition has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access.

HANA (平台版) 的單獨使用。 SAP HANA (平台版) 的使用得搭配不限數量的資料來源，此類使用受到單獨使用限制且須符合適用的授權層級。

SAP HANA (平台版) 包括下列執行階段軟體：SAP HANA Data Warehousing Foundation Option、Smart Data Access 和 SAP Smart Data Integration。使用 SAP Smart Data Integration 僅限於在資料聯合情境中搭配使用 Smart Data Access。被授權人得使用 Smart Data Access 查詢任何資料來源的資料，但該被授權人的 SAP HANA (平台版) 授權應具備適當規模，且適用於上述所有查詢資料以及透過 Smart Data Access 加入之其他資料來源。

- 11.3.2 *Standalone Use of HANA Enterprise Edition.* SAP HANA Enterprise Edition may be Used with an unlimited number of Data Sources, such Use being subject to the Standalone Use restriction and the applicable Licensed Level. SAP HANA Enterprise currently includes the following Runtime Software: SAP Data Integrator (“DI”), SAP Smart Data Integration (“SDI”), and SAP Landscape Transformation Replication Server (“SLT”), and Standalone Use of such runtime products shall be limited solely to extracting data from Data Sources into SAP HANA.. Notwithstanding the foregoing, an SAP Named User license will not be required solely where (i) data is exported directly out of the licensed

SAP HANA Enterprise Edition into Non-SAP Applications (as defined below) in an asynchronous, non-real-time manner and (ii) the use of such exported data in such Non-SAP Applications does not result in any updates to and/or trigger any processing capabilities of any licensed Software or Third Party Software. Notwithstanding anything to the contrary, if a runtime database is licensed for Use with the licensed SAP HANA Enterprise Software, then Use of such runtime database to support the export of data from the licensed SAP HANA Enterprise Edition Software in accordance with the immediately preceding sentence shall be limited to standard APIs provided with such runtime database. SAP HANA Enterprise includes a runtime license of SAP HANA Rules Framework and SAP HANA Data Warehousing Foundation Option. Licensee may use Smart Data Access to (i) query data from any data sources, provided that Licensee's license for SAP HANA, Enterprise Edition has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access, or (ii) with SAP Smart Data Integration in data federation scenarios. SAP HANA Enterprise also includes SAP IT Operations Analytics (so long as Use is limited to one node), and five (5) Concurrent Sessions of SAP Enterprise Architecture Designer.

HANA (企業版) 的單獨使用。 SAP HANA (企業版) 的使用得搭配不限數量的資料來源，此類使用受到單獨使用限制且須符合適用的授權層級。

SAP HANA (企業版) 目前包括下列執行階段軟體：SAP Data Integrator (以下稱「DI」)、SAP Smart Data Integration (以下稱「SDI」) 與 SAP Landscape Transformation Replication 伺服器 (以下稱「SLT」)，該執行階段產品的獨立使用應限於單獨從資料來源將資料擷取至 SAP HANA。

儘管有上述的規定，以下單獨情況並不需要 SAP 指定用戶授權：(i) 資料直接從授權之 SAP HANA (企業版) 以匿名非即時的方式匯出至非 SAP 應用程式 (定義如下)，以及 (ii) 在此類非 SAP 應用程式中使用此類匯出的資料，並不會對任何授權軟體或第三方軟體之處理功能產生任何更新和/或觸發。儘管有上述的規定，如果執行階段資料庫獲授權搭配所授權之 SAP HANA (企業版) 軟體使用，則根據上一句使用此類執行階段資料庫支援從授權的 SAP HANA (企業版) 軟體匯出資料時，應限於提供此類執行階段資料庫的標準 API。SAP HANA (企業版) 包含一個 SAP HANA Rules Framework 和 SAP HANA Data Warehousing Foundation Option 之執行階段授權。被授權人得使用 Smart Data Access 執行以下工作：(i) 查詢任何資料來源的資料，但前提是該被授權人的 SAP HANA (企業版) 授權應具備適當規模，且適用於上述所有查詢資料以及透過 Smart Data Access 加入之其他資料來源，或 (ii) 在資料聯合情境中搭配使用 SAP Smart Data Integration。SAP HANA (企業版) 同時包括 SAP IT Operations Analytics (惟僅限用於一個節點) 以及 SAP Enterprise Architecture Designer 的五 (5) 個同時工作階段。

Non-SAP Applications. Any software and/or applications, other than Software or Third Party Software, for which Licensee has secured an appropriate license from an entity other than SAP, SAP AG, and/or any of its/their subsidiaries and/or distributors.

非 SAP 應用程式。 指任何軟體和/或應用程式，而非本軟體或第三方軟體，且被授權人已經向 SAP、SAP AG、和/或其子公司和/或經銷商以外的實體取得適當的授權。

- 11.3.3 Standalone Use of SAP HANA, Edge edition, advanced version. SAP HANA Edge advanced may be Used with an unlimited number of Data Sources, and such Use is subject to the Standalone Use restriction and the applicable Licensed Level. SAP HANA Edge advanced currently includes a runtime license of SAP Data Integrator ("DI"), SAP Smart Data Integration ("SDI"), and SAP Landscape Transformation Replication Server ("SLT"), and Use of such runtime products shall be limited solely to extracting data from Data Sources into SAP HANA Edge advanced. SAP HANA Edge advanced includes the license for 128GB of SAP HANA Dynamic Tiering Option with each licensed 32GB unit of SAP HANA Edge advanced. SAP HANA Edge advanced includes a runtime license of SAP HANA Data Warehousing Foundation Option solely for Use with SAP HANA Dynamic Tiering Option.

SAP HANA (Edge 版, 進階版本) 的單獨使用。 SAP HANA (Edge 版, 進階版本) 的使用得搭配不限數量的資料來源，此類使用受到單獨使用限制且須符合適用的授權層級。SAP HANA (Edge 版, 進階版本) 目前包括一個 SAP Data Integrator (以下稱「DI」)、SAP Smart Data Integration (以下稱「SDI」) 與 SAP Landscape Transformation Replication 伺服器 (以下稱「SLT」) 的執行階段授權，該執行階段產品的使用僅限於單獨從資料來源將資料擷取至 SAP HANA (Edge 版, 進階版本)。SAP HANA (Edge 版, 進階版本) 包括 128GB SAP HANA Dynamic Tiering Option 和每個經授權的 32GB SAP HANA (Edge 版, 進階版本)。SAP HANA (Edge 版, 進階版本) 包括 SAP HANA Data Warehousing Foundation Option 的執行階段授權，該授權僅限於和 SAP HANA Dynamic Tiering Option 搭配使用。

- 11.3.4 Standalone Use of SAP HANA, Spatial edition. Use is subject to the Standalone Use restriction and is limited solely for the purposes of analysis and processing of geospatial information of the following SAP HANA features and functionality: Core Database Services, Smart Data Access, HANA Studio & Modeling, XS/XS advanced, DB Control Center, Multitenant DB containers, System Virtualization support, HANA Decision Tables, Business Function Library, Building UIs, Developing SQL Scripting procedure, AFL framework (development & runtime), Capture & Replay, HANA Cockpit, and Spatial Engine, as well as SAP HANA Data Warehousing Foundation Option. Licensee may use Smart Data Access to query data from any data sources, provided that Licensee's license for SAP HANA, Spatial Edition has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access. SAP Smart Data Integration is included as runtime software solely for use with Smart Data Access in data federation scenarios.

SAP HANA (地理空間版) 的單獨使用。 該使用係受單獨使用限制所拘束，且僅限用於下列 SAP HANA 功能和特性的分析與地理空間資訊處理用途：Core Database Services、Smart Data Access、HANA Studio & Modeling、XS/XS advanced、DB Control Center、Multitenant DB containers、System Virtualization support、HANA Decision Tables、Business Function Library、Building UI、Developing SQL Scripting procedure、AFL framework (development & runtime)、Capture & Replay、HANA Cockpit 和 Spatial Engine，以及 SAP HANA Data Warehousing Foundation Option。被授權人得使用 Smart Data Access 查詢任何資料來源的資料，但該被授權人的 SAP HANA (地理空間版) 授權應具備適當規模，且適用於上述所有查詢資料以及透過 Smart Data Access 加入之其他資料來源。SAP Smart Data Integration 已隨附做為執行階段軟體，惟僅限於資料聯合情境中與 Smart Data Access 搭配使用。

- 11.3.5 If one or more limited use versions of SAP HANA (SAP HANA Runtime edition for SAP BW; SAP HANA Database Edition for SAP BW; SAP HANA Runtime edition for Applications and SAP BW), and one or more of the following SAP HANA editions: SAP HANA Base Edition, SAP HANA Spatial Edition, HANA Platform Edition, HANA Enterprise Edition (individually, "HANA Full Use Edition"), are licensed and deployed in the same installation with shared HANA database tenants, then at least 50% of the installation must be used to operate one or more of the HANA Full Use Editions

若 SAP HANA (SAP HANA Runtime edition for SAP BW、SAP HANA Database Edition for SAP BW、SAP HANA Runtime edition for Applications 和 SAP BW) 之一個或多個有限使用版本以及 SAP HANA (基礎版)、SAP HANA (地理空間版)、HANA (平台版) 與 HANA (企業版)

(以下分稱為「HANA 完整使用版」) 中之一個或多個 SAP HANA 版本，被授權並部署在同一安裝上，並隨附共用之 HANA 資料庫租戶，則該安裝中至少應有 50% 用於執行一個或多個 HANA 完整使用版

11.4 **SAP HANA DB Edition for SAP NetWeaver BW (“HANA DB for BW”).** **SAP HANA DB Edition for SAP NetWeaver BW (以下稱「HANA DB for BW」)**

HANA DB for BW is a database licensed solely to support Licensee's Use of SAP NetWeaver Business Warehouse (SAP BW) and Use is limited to communications between SAP BW and HANA DB for BW. The HANA DB for BW license includes the following Runtime Software: SAP HANA Platform and SAP HANA Data Warehousing Foundation Option.

HANA DB for BW 為一款資料庫，僅授權供支援被授權人使用 SAP NetWeaver Business Warehouse (SAP BW)，且其使用僅限於進行 SAP BW 與 HANA DB for BW 之間的通訊。用於 BW 授權之 HANA DB 包括下列執行階段軟體：SAP HANA 平台和 AP HANA Data Warehousing Foundation Option。

HANA DB for BW may support an unlimited number of Data Sources, subject to the applicable Licensed Level. SAP HANA Platform includes Smart Data Access and the HANA Studio component. Use of the SAP HANA Studio component is limited solely to administering, monitoring and creating custom views for the SAP BW instance. All reporting must be performed via the SAP BW Software or via custom views created using HANA Studio. Such custom views may be accessed by SAP or non-SAP BI tools.

HANA DB for BW 可支援不限數量的資料來源，此類支援受適用之授權層級的限制。SAP HANA 平台包含 Smart Data Access 和 HANA Studio 元件。SAP HANA Studio 元件之使用，僅限於為 SAP BW 執行個體，進行管理、監控及建立自訂視圖。所有報表必須透過 SAP BW 軟體或採用 HANA Studio 而建立之自訂視圖來進行。該等自訂視圖可由 SAP 或非 SAP BI 工具存取。

All data modeling, loading, distribution, creation and extension of data structures, including tables and-virtual tables used in HANA DB for BW must be performed via SAP BW Software.

所有資料之模型建立、載入、散布、資料結構之建立和擴展 (包括 BW 之 HANA DB 所使用之報表和虛擬報表) 均必須透過 SAP BW 軟體來進行。

11.5 **SAP HANA, Runtime DB Edition for SAP NetWeaver BW (“HANA DB for BW”)** **SAP HANA, Runtime DB Edition for SAP NetWeaver BW (以下稱「HANA DB for BW」)**

SAP HANA, Runtime DB Edition for SAP NetWeaver BW licensed by HANA SAP Application Value

HANA SAP Application Value 授權之 SAP HANA, Runtime DB Edition for SAP NetWeaver BW

HANA DB for BW is a database licensed solely to support Licensee's Use of SAP NetWeaver Business Warehouse (SAP BW) and Use is limited to communications between SAP BW and HANA DB for BW. The HANA DB for BW license includes the following Runtime Software:

HANA DB for BW 為一款資料庫，僅授權供支援被授權人使用 SAP NetWeaver Business Warehouse (SAP BW)，且其使用僅限於進行 SAP BW 與 HANA DB for BW 之間的通訊。用於 BW 授權之 HANA DB 包括下列執行階段軟體：

- (1) SAP HANA Platform;
SAP HANA 平台；
- (2) SAP HANA Data Warehousing Foundation Option,
SAP HANA Data Warehousing Foundation Option、
- (3) SAP HANA Dynamic Tiering Option
SAP HANA Dynamic Tiering Option
- (4) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator；
- (5) SAP Near-line storage for SAP BW (NLS for BW)
SAP Near-line storage for SAP BW (NLS for BW)；
- (6) SAP HANA Rules Framework
SAP HANA Rules Framework

HANA DB for BW may support an unlimited number of Data Sources and unlimited use of SAP Business Warehouse Accelerator, subject to the applicable Licensed Level. SAP ASE runtime database includes a limited runtime license of SAP Replication Server, Premium edition to be used only in conjunction with SAP ASE solely for disaster recovery purposes. SAP HANA Platform includes Smart Data Access and the HANA Studio component. Use of the SAP HANA Studio component is limited solely to administering, monitoring and creating custom views for the SAP BW instance. All reporting must be performed via the SAP BW Software or via custom views created using HANA Studio. Such custom views may be accessed by SAP or non-SAP BI tools.

HANA DB for BW 可支援不限數量的資料來源和不限使用的 SAP Business Warehouse Accelerator，此類支援受適用之授權層級的限制。SAP ASE 執行階段資料庫包括 SAP Sybase Replication Server, Premium edition 的有限執行階段授權，其僅結合 SAP ASE 使用以達到損壞復原之唯一目的。SAP HANA 平台包含 Smart Data Access 和 HANA Studio 元件。SAP HANA Studio 元件之使用，僅限於為 SAP BW 執行個體，進行管理、監控及建立自訂視圖。所有報表必須透過 SAP BW 軟體或採用 HANA Studio 而建立之自訂視圖來進行。該等自訂視圖可由 SAP 或非 SAP BI 工具存取。

All data modeling, loading, distribution, creation and extension of data structures, including tables and-virtual tables used in HANA DB for BW must be performed via SAP BW Software.

所有資料之模型建立、載入、散布、資料結構之建立和擴展 (包括 BW 之 HANA DB 所使用之報表和虛擬報表) 均必須透過 SAP BW 軟體來進行。

Licensee shall pay additional license fees for HANA DB for BW in the event Licensee's HANA SAP Application Value increases.

如果被授權人的 HANA SAP Application Value 增加，則被授權人應就 HANA DB for BW 支付額外的授權費用。

SAP HANA, Runtime DB Edition for SAP NetWeaver BW – Partial, licensed by HANA SAP Application Value ("HANA DB for BW- Partial")

SAP HANA, Runtime DB Edition for SAP NetWeaver BW – 由 HANA SAP Application Value 部分授權 (以下稱「HANA DB for BW- 部分」)

The license fee for HANA DB for BW- Partial is calculated on the basis of the HANA SAP Application Value for Licensee's HANA REAB Supported Software.

HANA DB for BW - 部分的授權費用依據被授權人之 HANA REAB 支援軟體的 HANA SAP 應用程式價值計算。

HANA DB for BW - Partial is licensed as a runtime database for Use solely in conjunction with Licensee's Use of applicable Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee and subject to the Licensed Level for HANA DB for BW-Partial.

HANA DB for BW - 部分獲授權為執行階段資料庫，授權僅與被授權人使用的相關軟體和/或第三方軟體搭配使用，且僅以被授權人取得授權的此類軟體元件為限，並受 HANA DB for BW - 部分的授權層級規範。

HANA DB for BW is a database licensed solely to support Licensee's Use of SAP NetWeaver Business Warehouse (SAP BW) and Use is limited to communications between SAP BW and HANA DB for BW. The HANA DB for BW license includes the following Runtime Software:

HANA DB for BW 為一款資料庫，僅授權供支援被授權人使用 SAP NetWeaver Business Warehouse (SAP BW)，且其使用僅限於進行 SAP BW 與 HANA DB for BW 之間的通訊。用於 BW 授權之 HANA DB 包括下列執行階段軟體：

- (1) SAP HANA Platform;
SAP HANA 平台；
- (2) SAP HANA Data Warehousing Foundation Option,
SAP HANA Data Warehousing Foundation Option、
- (3) SAP HANA Dynamic Tiering Option,
SAP HANA Dynamic Tiering Option、
- (4) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator ；
- (5) SAP Near-line storage for SAP BW (NLS for BW)
SAP Near-line storage for SAP BW (NLS for BW) ；
- (6) SAP HANA Rules Framework
SAP HANA Rules Framework

HANA DB for BW may support an unlimited number of Data Sources. SAP HANA Platform includes Smart Data Access and the HANA Studio component. SAP ASE runtime database includes a limited runtime license of SAP Replication Server, Premium edition to be used only in conjunction with SAP ASE solely for disaster recovery purposes. Use of the SAP HANA Studio component is limited solely to administering, monitoring and creating custom views for the SAP BW instance. All reporting must be performed via the SAP BW Software or via custom views created using HANA Studio. Such custom views may be accessed by SAP or non-SAP BI tools.

HANA DB for BW 可支援不限數量的資料來源。SAP HANA 平台包含 Smart Data Access 和 HANA Studio 元件。SAP ASE 執行階段資料庫包括 SAP Replication Server (頂級版) 的有限執行階段授權，其僅結合 SAP ASE 使用以達到損壞復原之唯一目的。SAP HANA Studio 元件之使用，僅限於為 SAP BW 執行個體，進行管理、監控及建立自訂視圖。所有報表必須透過 SAP BW 軟體或採用 HANA Studio 而建立之自訂視圖來進行。該等自訂視圖可由 SAP 或非 SAP BI 工具存取。

All data modeling, loading, distribution, creation and extension of data structures, including tables and-virtual tables used in HANA DB for BW must be performed via SAP BW Software.

所有資料之模型建立、載入、散布、資料結構之建立和擴展 (包括 BW 之 HANA DB 所使用之報表和虛擬報表) 均必須透過 SAP BW 軟體來進行。

11.6 SAP HANA Related Apps

SAP HANA 相關應用程式

SAP Enterprise Demand Sensing,
SAP Enterprise Demand Sensing
SAP Liquidity Risk Management, powered by SAP HANA
SAP Liquidity Risk Management (由 SAP HANA 提供)
SAP Innovation Management
SAP Innovation Management
SAP Intelligent Business Operations bundle
SAP Intelligent Business Operations 配套方案
SAP Net Margin Analysis, edition for SAP HANA
SAP Net Margin Analysis (SAP HANA 版)
SAP Accelerated Trade Promotion Planning
SAP Accelerated Trade Promotion Planning

SAP Demand Signal Management, powered by SAP HANA
 SAP Demand Signal Management (由 SAP HANA 提供)
 SAP Enterprise Threat Detection
 SAP Enterprise Threat Detection
 SAP Supply Chain Info Center, powered by SAP HANA
 SAP Supply Chain Info Center (由 SAP HANA 提供)
 SAP Customer Activity Repository
 SAP Customer Activity Repository
 SAP Promotion Management for Retail, add-on for SAP Customer Activity Repository
 SAP Promotion Management for Retail, add-on for SAP Customer Activity Repository
 SAP Sales and Operations Planning
 SAP Sales and Operations Planning
 SAP Hybris Billing, pricing simulation
 SAP Hybris Billing : 定價模擬
 SAP Tax Declaration Framework
 SAP Tax Declaration Framework
 SAP Fashion Management Solution
 SAP Fashion Management 解決方案
 SAP Hybris Marketing, data management
 SAP Hybris Marketing : 資料管理
 SAP Hybris Marketing, segmentation option
 SAP Hybris Marketing : 區隔選項
 SAP Hybris Marketing, acquisition option
 SAP Hybris Marketing : 取得選項
 SAP Hybris Marketing, recommendation option
 SAP Hybris Marketing : 推薦選項
 SAP Hybris Marketing, insight option
 SAP Hybris Marketing : 洞察選項
 SAP Hybris Marketing, planning option
 SAP Hybris Marketing : 規劃選項
 SAP Audit Management
 SAP Audit Management
 SAP Sales Analysis for Retail, edition for SAP HANA
 SAP Sales Analysis for Retail (SAP HANA 版)
 Sales Order Allocation and Rescheduling on HANA
 Sales Order Allocation and Rescheduling on HANA
 SAP Predictive Maintenance and Service, technical foundation
 SAP Predictive Maintenance and Service : 技術基礎
 Medical Research Insights
 Medical Research Insights
 SAP Assortment Planning for Retail
 SAP Assortment Planning for Retail

SAP HANA Related Apps may be used with an appropriately licensed SAP Business Warehouse (BW) instance. Use of BW is limited to the context of the SAP HANA Related App for reporting and analysis.

SAP HANA 相關應用程式可與適當授權的 SAP Business Warehouse (BW) 執行個體搭配使用。BW 僅限用於以 SAP HANA 相關應用程式進行報告和分析。

11.7 SAP HANA, Limited Runtime edition for Applications HANA Apps Only (“Limited HANA Runtime”)

SAP HANA , 僅限 HANA 應用程式之應用程式限制執行階段版 (以下稱「限制 HANA 執行階段」)

Limited HANA Runtime is licensed solely for Use with Licensee’s SAP HANA related Apps, and solely to the extent such SAP HANA Related Apps are licensed by Licensee in accordance with the terms herein.

限制 HANA 執行階段僅限授權搭配被授權人的 SAP HANA 相關應用程式使用，且僅及於被授權人根據本文所述條款授權的上述 SAP HANA 相關應用程式。

Runtime Software Rights. The Limited HANA Runtime license includes the following Runtime Software:

執行時期軟體權利。HANA 限制執行時期授權包括下列執行時期軟體：

- (1) SAP HANA Platform;
SAP HANA 平台；
- (2) SAP Data Integrator (“DI”);
SAP Data Integrator (「DI」)；
- (3) SAP Smart Data Integration (“SDI”);
SAP Smart Data Integration (「SDI」)；

- (4) SAP Landscape Transformation replication server ("SLT");
SAP Landscape Transformation replication server ("SLT") ;
- (5) SAP ASE and MaxDB databases;
SAP ASE and MaxDB databases;
- (6) SAP HANA Data Warehousing Foundation Option;
SAP HANA Data Warehousing Foundation Option ;
- (7) SAP HANA Dynamic Tiering Option;
SAP HANA Dynamic Tiering Option ;
- (8) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator ;
- (9) SAP Near-line storage for SAP BW (NLS for BW);
SAP Near-line storage for SAP BW (NLS for BW) ;
- (10) SAP HANA Rules Framework.
SAP HANA Rules Framework.

SAP HANA Platform includes Smart Data Access and the HANA Studio component. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables used in HANA REAB must be performed via the HANA Related Apps. Smart Data Access may be used to query data from other SAP HANA database editions, provided such SAP HANA database editions have been separately licensed by Licensee. Use of DI, SDI and SLT is limited solely to loading data into Limited HANA Runtime or SAP HANA Related Apps. Data may be loaded from an appropriately licensed Data Source via DI, SDI or SLT or via SAP HANA Related App interfaces. SDI may also be used with Smart Data Access in a data federation scenario.

SAP HANA 平台包含 Smart Data Access 和 HANA Studio 元件。所有資料之模型建立、散布、資料結構之建立和擴展 (包括 HANA REAB 所使用之報表和虛擬報表) 均必須透過 HANA 相關應用程式來進行。Smart Data Access 可用於從其他 SAP HANA 資料庫版本查詢資料；惟被授權人必須就該 SAP HANA 資料庫版本另行取得授權。DI、SDI 和 SLT 之使用，僅限於將資料載入到限制 HANA 執行階段或 SAP HANA 相關應用程式。資料可從一個經過適當授權的資料來源，經由 DI、SDI 或 SLT 或經由 SAP HANA 相關應用程式介面而載入。SDI 亦可在資料聯合情境中，搭配 Smart Data Access 一同使用。

Use of the SAP HANA Studio component is limited solely to administering, monitoring and creating custom views for the Limited HANA Runtime database instance. All reporting must be performed via the SAP HANA Related App or via custom views created using HANA Studio. Such custom views may be accessed by SAP or non-SAP BI tools.

SAP HANA Studio 元件之使用，僅限於為有限 HANA 執行階段資料庫執行個體，進行管理、監控及建立自訂視圖。所有報表必須透過 SAP HANA 相關應用程式或採用 HANA Studio 而建立之自訂視圖來進行。該等自訂視圖可由 SAP 或非 SAP BI 工具存取。

NLS for BW includes a runtime license of (a) SAP IQ Enterprise Edition, (b) SAP IQ Enterprise Edition-Very Large Database Management Option and (c) SAP IQ Enterprise Edition-Unstructured Data Analytics Option, which may solely be used with SAP BW.

NLS for BW 包括下列執行階段授權：(a) SAP IQ (企業版)；(b) SAP IQ (企業版)-超大型資料庫管理選項；和 (c) SAP IQ (企業版)-非結構化資料分析選項 (僅得與 SAP BW 搭配使用)。

SAP BusinessObjects Enterprise on Limited HANA Runtime. When used as a runtime database for SAP BusinessObjects Enterprise, Limited HANA Runtime may be used (i) as a database for the Central Management Server (CMS) repository, (ii) as an audit database for the BI Platform, and (iii) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.

SAP BusinessObjects Enterprise on Limited HANA Runtime. 當用作 SAP BusinessObjects Enterprise 的執行階段資料庫時，限制 HANA 執行階段可用作 (i) Central Management Server (CMS) 儲存庫的資料庫，(ii) BI 平台的一個稽核資料庫，(iii) SAP BusinessObjects Design Studio runtime for SAP HANA 元件的平台。

The license fee Limited HANA Runtime is calculated on the basis of the HANA SAP Application Value for Licensee's. Licensee shall pay additional license fees for Limited HANA Runtime in the event Licensee's HANA SAP Application Value for the SAP HANA Related Apps increases.

根據被授權人的 HANA SAP Application Value 計算限制 HANA 執行階段授權費，若被授權人 SAP HANA 相關應用程式的 HANA SAP Application Value 增加，則被授權人應額外支付限制 HANA 執行階段授權費。

Licensee acknowledges that Licensee may have to install a Limited HANA Runtime-compatible release of the HANA Related App in order to enable certain business functions or provide configuration as described above. Future releases of Limited HANA Runtime developed for Use with SAP HANA Related Apps may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from SAP HANA Related Apps to another release of the SAP HANA Related App to be used separately from Limited HANA Runtime database and/or to another database offering may not be possible.

被授權人確認，被授權人可能必須安裝與限制 HANA 執行階段相容的 HANA 相關應用程式版本，以便啟用特定業務功能或提供上述組態。針對與 SAP HANA 相關應用程式搭配使用所開發的限制 SAP 執行階段未來版本可能無法與當前版本相容，且透過相應 SAP 支援產品可能無法使用。無法執行將 SAP HANA 相關應用程式移轉至要獨立於限制 HANA 執行階段資料庫使用之 SAP HANA 相關應用程式版本，和/或移轉至其他資料庫服務項目的技術移轉作業。

11.8 SAP HANA Base Edition

SAP HANA (基礎版)

Use is limited solely to the following SAP HANA features and functionality: Core Database Services, Smart Data Access, HANA Studio & Modeling, XS/XS advanced, DB Control Center, Multitenant DB containers, System Virtualization support, HANA Decision Tables, Business Function Library, Building UIs, Developing SQL Scripting procedure, AFL framework (development & runtime), Capture & Replay, and HANA Cockpit.

僅限專門用於下列的 SAP HANA 功能和特性：Core Database Services、Smart Data Access、HANA Studio & Modeling、XS/XS advanced、DB Control Center、Multitenant DB containers、System Virtualization support、HANA Decision Tables、Business Function Library、Building UIs、Developing SQL Scripting procedure、AFL framework (development & runtime)、Capture & Replay 和 HANA Cockpit。

11.9 SAP HANA, Realtime Replication Option.

SAP HANA, Realtime Replication 選項

Includes the following Runtime Software: SAP Landscape Transformation Replication Server ("SLT"), SAP Replication Server premium edition, SAP SQL Anywhere Advanced edition, and SAP HANA Remote Data Sync. Use of such Runtime Software shall be limited solely to extracting data from Data Sources into SAP HANA or between multiple HANA database instances. Use of SAP SQL Anywhere Advanced Edition and SAP HANA Remote Data Sync shall be limited solely to exchanging data between Data Sources and SAP HANA.

包括以下執行階段軟體：SAP Landscape Transformation Replication 伺服器 (以下稱「SLT」)、SAP Replication Server (頂級版)、SAP SQL Anywhere (進階版) 和 SAP HANA 遠端資料同步。此等執行階段軟體的使用範圍應限於僅將資料從資料來源擷取至 SAP HANA 或在多個 HANA 資料庫執行個體之間擷取資料。SAP SQL Anywhere (進階版) 及 SAP HANA Remote Data Sync 之使用目的應僅限於 Data Sources 及 SAAP HANA 間資料交換

11.10 SAP Near-line storage for SAP BW and BW/4HANA.

SAP Near-line storage for SAP BW 與 BW/4HANA

SAP Near-line storage for SAP BW and BW/4HANA includes a runtime license of SAP IQ Enterprise Edition, SAP IQ Enterprise Edition-Very Large Database Management Option and SAP IQ Enterprise Edition-Unstructured Data Analytics Option. Use of SAP IQ Enterprise Edition and SAP IQ Enterprise Edition-Unstructured Data Analytics Option is limited to a maximum of 32 cores each, solely for use with SAP BW or BW/4HANA.

SAP Near-line storage for SAP BW 與 BW/4HANA 包括 SAP IQ (企業版)、SAP IQ (企業版)-超大型資料庫管理選項和 SAP IQ (企業版)-非結構化資料分析選項的執行階段授權。SAP IQ (企業版) 和 SAP IQ (企業版)-非結構化資料分析選項的使用限於每個最多 32 個核心，且僅限與 SAP BW 或 BW/4HANA 搭配使用。

11.11 SAP HANA, Runtime Edition for Applications and SAP BW

SAP HANA, Runtime Edition for Applications and SAP BW

11.11.1 SAP HANA Runtime Edition for Applications and SAP BW licensed by HANA SAP Application Value.

HANA SAP Application Value 授權之 SAP HANA Runtime Edition for Applications and SAP BW

SAP HANA Runtime Edition for Applications and SAP BW is a runtime database ("HANA REAB") licensed for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee ("HANA REAB Supported Software") in accordance with the terms herein.

SAP HANA Runtime Edition for Applications and SAP BW 是一個執行階段資料庫 (以下稱「HANA REAB」)，授權予被授權人搭配軟體和/或第三方軟體使用，且僅以被授權人取得授權的此類軟體元件為限 (以下稱「HANA REAB 支援軟體」)，並應遵守本文件之規定。

REAB Runtime Software Rights. The HANA REAB license includes the following Runtime Software:

REAB Runtime Software 權利： HANA REAB 之授權包括下列執行階段軟體：

- (1) SAP HANA Platform;
SAP HANA 平台；
- (2) SAP Data Integrator ("DI");
SAP Data Integrator (「DI」)；
- (3) SAP Smart Data Integration ("SDI");
SAP Smart Data Integration (「SDI」)；
- (4) SAP Landscape Transformation replication server ("SLT");
SAP Landscape Transformation replication server (「SLT」)；
- (5) SAP ASE and MaxDB databases;
SAP ASE and MaxDB databases;
- (6) SAP HANA Data Warehousing Foundation Option;
SAP HANA Data Warehousing Foundation Option；
- (7) SAP HANA Dynamic Tiering Option;
SAP HANA Dynamic Tiering Option；
- (8) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator；

- (9) SAP Near-line storage for SAP BW (NLS for BW);
SAP Near-line storage for SAP BW (NLS for BW) ;

- (10) SAP HANA Rules Framework.
SAP HANA Rules Framework.

SAP HANA Platform includes Smart Data Access and the HANA Studio component. All data modeling, distribution, creation and extension of data structures, including tables and-virtual tables used in HANA REAB must be performed via the HANA REAB Supported Software. Use of DI, SDI and SLT is limited solely to loading data into HANA REAB or HANA REAB Supported Software. Data may be loaded from an appropriately licensed Data Source via DI, SDI or SLT or via HANA REAB Supported Software interfaces. SDI may also be used with Smart Data Access in a data federation scenario.

SAP HANA 平台包含 Smart Data Access 和 HANA Studio 元件。所有資料之模型建立、散布、資料結構之建立和擴展 (包括 HANA REAB 所使用之報表和虛擬報表) 均必須透過 HANA REAB 支援軟體來進行。DI、SDI 和 SLT 之使用，僅限於將資料載入到 HANA REAB 或 HANA REAB 支援軟體。資料可從一個經過適當授權的資料來源，經由 DI、SDI 或 SLT 或經由 HANA REAB 支援軟體介面而載入。SDI 亦可在資料聯合情境中，搭配 Smart Data Access 一同使用。

Use of the SAP HANA Studio component is limited solely to administering, monitoring and creating custom views for the HANA REAB database instance. All reporting must be performed via the HANA REAB Supported Software or via custom views created using HANA Studio. Such custom views may be accessed by SAP or non-SAP BI tools.

SAP HANA Studio 元件之使用，僅限於為 HANA REAB 資料庫執行個體，進行管理、監控及建立自訂視圖。所有報表必須透過 HANA REAB 支援軟體或採用 HANA Studio 而建立之自訂視圖來進行。該等自訂視圖可由 SAP 或非 SAP BI 工具存取。

NLS for BW includes a runtime license of (a) SAP IQ Enterprise Edition, (b) SAP IQ Enterprise Edition-Very Large Database Management Option and (c) SAP IQ Enterprise Edition-Unstructured Data Analytics Option, which may solely be used with SAP BW.

NLS for BW 包括下列執行階段授權：(a) SAP IQ (企業版)；(b) SAP IQ (企業版)-超大型資料庫管理選項；和 (c) SAP IQ (企業版)-非結構化資料分析選項 (僅得與 SAP BW 搭配使用)。

SAP BusinessObjects Enterprise on REAB. When used as a runtime database for SAP BusinessObjects Enterprise, HANA REAB may be used (i) as a database for the Central Management Server (CMS) repository, (ii) as an audit database for the BI Platform, and (iii) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.

SAP BusinessObjects Enterprise on REAB. 當用作 SAP BusinessObjects Enterprise 的執行階段資料庫時，HANA REAB 可用作 (i) Central Management Server (CMS) 儲存庫的資料庫，(ii) BI 平台的一個稽核資料庫，(iii) SAP BusinessObjects Design Studio runtime for SAP HANA 元件的平台。

The license fee for HANA REAB is calculated on the basis of the HANA SAP Application Value for Licensee's HANA REAB Supported Software. Licensee shall pay additional license fees for HANA REAB in the event Licensee's HANA SAP Application Value increases.

HANA REAB 的授權費用依據被授權人之 HANA REAB 支援軟體的 HANA SAP 應用程式價值計算。如果被授權人的 HANA SAP 應用程式價值增加，則被授權人應就 HANA REAB 支付額外的授權費用。

Licensee acknowledges that Licensee may have to install a HANA REAB-compatible release of the HANA REAB Supported Software in order to enable certain business functions or provide configuration as described above. Future releases of HANA REAB developed for Use with HANA REAB Supported Software may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from HANA REAB Supported Software to another release of the Software and/or Third Party Software as used separately from HANA REAB and/or to another database offering may not be possible.

被授權人確認，被授權人可能必須安裝與 HANA REAB 相容的 HANA REAB 支援軟體版本，以便啟用特定業務功能或提供上述組態。針對與 HANA REAB 支援軟體搭配使用所開發的 HANA REAB 未來版本可能無法與當前版本相容，且透過相應 SAP 支援產品可能無法使用。可能無法將技術從 HANA REAB 支援軟體移轉至軟體和/或獨立於 HANA REAB 使用之第三方軟體的其他版本，及/或其他資料庫產品。

- 11.11.2 *SAP HANA Runtime Edition for Applications and SAP BW –Partial licensed by HANA SAP Application Value* ("HANA REAB-Partial").
SAP HANA Runtime Edition for Applications and SAP BW – HANA SAP Application Value 部分授權 (以下稱「HANA REAB-Partial」)。

The license fee for HANA REAB-Partial is calculated on the basis of the HANA SAP Application Value for Licensee's HANA REAB Supported Software (defined below).

HANA REAB-Partial 的授權費用依據被授權人之 HANA REAB 支援軟體的 HANA SAP 應用程式價值計算 (定義如下)。

"HANA REAB-Partial licensed for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee ("HANA REAB Supported Software") in accordance with the terms herein.

HANA REAB-Partial 授權予被授權人搭配軟體和/或第三方軟體使用，且僅以被授權人取得授權的此類軟體元件為限 (以下稱「HANA REAB 支援軟體」)，並應遵守本文件之規定。

HANA REAB- Partial Runtime Software Rights. The HANA REAB - Partial license includes the following Runtime Software:
HANA REAB- Partial Runtime Software 權利. HANA REAB - Partial 之授權包括下列執行階段軟體：

- (1) SAP HANA Platform;
SAP HANA 平台；
- (2) SAP Data Integrator ("DI");
SAP Data Integrator (「DI」)；

- (3) SAP Smart Data Integration (“SDI”);
SAP Smart Data Integration (“SDI”) ;
- (4) SAP Landscape Transformation replication server (“SLT”);
SAP Landscape Transformation replication server (“SLT”) ;
- (5) SAP ASE and MaxDB databases;
SAP ASE and MaxDB databases;
- (6) SAP HANA Data Warehousing Foundation Option;
SAP HANA Data Warehousing Foundation Option ;
- (7) SAP HANA Dynamic Tiering Option;
SAP HANA Dynamic Tiering Option ;
- (8) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator ;
- (9) SAP Near-line storage for SAP BW (NLS for BW);
SAP Near-line storage for SAP BW (NLS for BW) ;
- (10) SAP HANA Rules Framework.
SAP HANA Rules Framework.

SAP HANA Platform includes Smart Data Access and the HANA Studio component. All data modeling, distribution, creation and extension of data structures, including tables and-virtual tables used in HANA REAB must be performed via the HANA REAB Supported Software. Use of DI, SDI and SLT is limited solely to loading data into HANA REAB or HANA REAB Supported Software Data may be loaded from an appropriately licensed Data Source via DI, SDI or SLT or via HANA REAB Supported Software interfaces. SDI may also be used with Smart Data Access in a data federation scenario.

SAP HANA 平台包含 Smart Data Access 和 HANA Studio 元件。所有資料之模型建立、散布、資料結構之建立和擴展 (包括 HANA REAB 所使用之報表和虛擬報表) 均必須透過 HANA REAB 支援軟體來進行。DI、SDI 和 SLT 之使用，僅限於將資料載入到 HANA REAB，或 HANA REAB 支援軟體資料得從一個經過適當授權之資料來源，經由 DI、SDI 或 SLT 或經由 HANA REAB 支援軟體介面而載入。SDI 亦可在資料聯合情境中，搭配 Smart Data Access 一同使用。

Use of the SAP HANA Studio component is limited solely to administering, monitoring and creating custom views for the HANA REAB database instance. All reporting must be performed via the HANA REAB Supported Software or via custom views created using HANA Studio. Such custom views may be accessed by SAP or non-SAP BI tools.

SAP HANA Studio 元件之使用，僅限於為 HANA REAB 資料庫執行個體，進行管理、監控及建立自訂視圖。所有報表必須透過 HANA REAB 支援軟體或採用 HANA Studio 而建立之自訂視圖來進行。該等自訂視圖可由 SAP 或非 SAP BI 工具存取。

NLS for BW includes a runtime license of (a) SAP IQ Enterprise Edition, (b) SAP IQ Enterprise Edition-Very Large Database Management Option and (c) SAP IQ Enterprise Edition-Unstructured Data Analytics Option, which may solely be used with SAP BW.

NLS for BW 包括下列執行階段授權：(a) SAP IQ Enterprise Edition；(b) SAP IQ Enterprise Edition-超大型資料庫管理選項；和 (c) SAP IQ Enterprise Edition-非結構化資料分析選項 (僅得與 SAP BW 搭配使用)。

SAP BusinessObjects Enterprise on SAP REAB- Partial. When used as a runtime database for SAP BusinessObjects Enterprise, HANA REAB - Partial may be used (i) as a database for the Central Management Server (CMS) repository, (ii) as an audit database for the BI Platform, and (iii) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.

SAP BusinessObjects Enterprise on SAP REAB- Partial. 當用作 SAP BusinessObjects Enterprise 的執行階段資料庫時，HANA REAB-Partial 可用作 (i) Central Management Server (CMS) 儲存庫的資料庫，(ii) BI 平台的一個稽核資料庫，(iii) SAP BusinessObjects Design Studio runtime for SAP HANA 元件的平台。

Licensee acknowledges that Licensee may have to install a HANA REAB-Partial -compatible release of the HANA REAB Supported Software in order to enable certain business functions or provide configuration as described above. Future releases of HANA REAB-Partial developed for Use with HANA REAB Supported Software may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from HANA REAB Supported Software to another release of the Software and/or Third Party Software as used separately from HANA REAB-Partial and/or to another database offering may not be possible.

被授權人確認，被授權人可能必須安裝與 HANA REAB 相容的 HANA REAB-Partial 支援軟體版本，以便啟用特定業務功能或提供上述組態。針對與 HANA REAB-Partial 支援軟體搭配使用所開發的 HANA REAB 未來版本可能無法與當前版本相容，且透過相應 SAP 支援產品可能無法使用。可能無法將技術從 HANA REAB 支援軟體轉移至軟體和/或獨立於 HANA REAB-Partial 使用之第三方軟體的其他版本，及/或其他資料庫產品。

11.12 Terms of use for Twitter API contained within SAP HANA, Enterprise Edition; SAP HANA, Runtime edition for Applications and SAP BW; and SAP HANA, Information Management Option
SAP HANA (企業版)；SAP HANA, Runtime edition for Applications and SAP BW；及 SAP HANA, Enterprise Information Management Option 之 Twitter API 使用條款

The following shall apply to SAP HANA, Enterprise Edition; SAP HANA, Runtime edition for Applications and SAP BW; and SAP HANA, Information Management Option: Use of the Twitter API is subject to the Third Party Web Service terms contained in Exhibit 8 of these Use Terms.

以下應適用於 SAP HANA (企業版) ; SAP HANA, Runtime edition for Applications and SAP BW ; 及 SAP HANA, Enterprise Information Management Option : 使用 Twitter API 應適用本使用條款附錄 8 所含第三方網路服務條款。

11.13 SAP HANA Information Management Option. SAP HANA Data Management 選項

The SAP HANA Information Management Option includes Use rights for five (5) users of SAP Agile Data Preparation, on premise edition, IT governance option.

此 SAP HANA Information Management Option 含五 (5) 個 SAP Agile Data Preparation 家戶版本的使用者授權及 IT 監控的選項

11.14 SAP HANA Spatial Engine. SAP HANA Spatial Engine

Use of SAP HANA Spatial Engine is also governed by the HERE MAP DATA BY HERE directory terms, which can be located in Clause 6 of Exhibit 5 to Section 3 of this SAP Software Use Rights document.

SAP HANA Spatial Engine 之使用，亦應受到 HERE MAP DATA BY HERE 指導條款之規範；前述條款可從本 SAP 軟體使用授權文件第 3 條之附錄 5 第 6 項查閱。

11.15 SAP Knowledge Accelerator Bundle for S/4 HANA and SAP Knowledge Accelerator Bundle for ERP. SAP Knowledge Accelerator Bundle for S/4 HANA 與 SAP Knowledge Accelerator Bundle for ERP

SAP Knowledge Acceleration may be used to meet Licensee's employee training needs and may not be used by or on behalf of any third party. Notwithstanding any other provision of the Training Schedule, User license metrics of Knowledge Acceleration may not be transferred to other individuals, even if the original user is no longer permitted access to Knowledge Acceleration. If an individual is no longer employed by Licensee, Licensee may transfer such individual's User license count to another user.

SAP Knowledge Acceleration 可用來滿足被授權人的員工訓練需求，但不得由任何第三方或代表第三方者。儘管 Training Schedule 有任何其他條款，Knowledge Acceleration 的使用者授權度量資訊都不得轉移給他人，即使原始使用者不再獲允許存取 Knowledge Acceleration 亦然。若某人不再受聘於被授權人，被授權人得將該使用者之使用者授權數轉讓予其他使用者。

12. FOCUSED BUSINESS SOLUTIONS.

焦點業務方案

If licensed Software is identified as a Focused Business Solution ("FBS Software"), special support strategy and conditions apply. SAP Support for FBS Software shall be provided in accordance with the applicable SAP Support terms as amended by the then current support strategy and conditions found at <http://service.sap.com/fbs/availability> (inclusive of any successor site(s) made known by SAP, the "Strategy & Conditions Site").

若授權軟體識別為焦點業務方案 (以下稱「FBS 軟體」)，則適用特殊的支援策略與條件。針對 FBS 軟體之 SAP 支援應依照適用的 SAP 支援條款提供，條款內容根據當時現行之支援策略與條件而修正，詳情刊載於下列網站：<http://service.sap.com/fbs/availability> (其中包含任何 SAP 公佈的後續網站，以下稱「策略與條件網站」)。

12.1 The Strategy & Conditions Site is hereby amended to include the following terms:

「策略與條件網站」現修訂為包含下列條款：

12.1.1 FBS Software requires, as a prerequisite to its Use and installation, a specific version (e.g. release, service level pack, and/or enhancement pack) of certain SAP Software (the "Base Software"), which is identified on the Strategy & Conditions Site and must be separately licensed and installed by Licensee.

FBS 軟體的使用與安裝必須先取得特定 SAP 軟體 (以下稱「基本軟體」) 的特定版本 (即發行版本、Service Level Pack 和/或 Enhancement Pack)，可在「策略與條件網站」上識別所需的版本，且獲授權方必須另外授權與安裝該版本。

12.1.2 In the future, should SAP elect, in its sole and exclusive discretion, to make new release(s) of FBS Software commercially available as part of SAP Support, such new release(s) may (a) differ functionally, (b) have different supported language(s) and/or (c) have different Base Software requirements from prior FBS Software release(s).

SAP 之後得逕行決定讓 FBS 軟體的新版本納入 SAP 支援的一部份，並可經由購買取得，這類新版本可能 (a) 功用不同、(b) 支援其他語言版本，和/或 (c) 與先前發行的 FBS 軟體版本有不同的「基本軟體」要求。

12.1.3 Mainstream and extended maintenance dates for FBS Software are targets, and therefore subject to change by SAP.

FBS 軟體的「主要維護」和「擴充維護」日期為目標，因此 SAP 可隨時變更。

12.1.4 Maintenance and extended maintenance for any FBS Software release is contingent upon Licensee remaining subscribed to, and current on, payment for maintenance for the applicable Base Software.

任一 FBS 軟體版本的「主要維護」和「擴充維護」的內容，皆視獲授權方的剩餘和現有的訂閱天數，以及適用的「基本軟體」維護費用而定。

12.1.5 In no event will maintenance or extended maintenance for any FBS Software release be provided following the expiration or termination of mainstream or extended (as applicable) maintenance on the underlying Base Software.

於任何情況下，任一 FBS 軟體版本的「維護」和「擴充維護」的期限，以依據的「基本軟體」之主要維護或擴充維護 (如適用) 的到期日或終止日為準。

13. REPEATABLE CUSTOM SOLUTION ("RCS") SOFTWARE.

REPEATABLE CUSTOM SOLUTION (「RCS」) 軟體

- 13.1 The RCS requires, as a prerequisite to its Use and installation, a specific version (such as release, service level pack, and/or enhancement pack) of certain SAP Software (the "Base Software") which is identified by SAP, along with specific Use conditions under <https://service.sap.com/rcs/availability> RCS Strategy & Conditions Site and/or the Documentation. Licensee shall be responsible for licensing and installing the appropriate database software and for ensuring that the database license is sufficient to use the RCS.
RCS 的使用與安裝必須先取得 SAP 識別的特定 SAP 軟體 (以下稱「基本軟體」) 的特定版本 (即發行版本、Service Level Pack 和/或 Enhancement Pack), 且必須遵循 RCS 策略與條件網站 <https://service.sap.com/rcs/availability> 和/或文件中的特定使用條件。被授權人應負責授權和安裝適當的資料庫軟體及確保資料庫授權足以使用 RCS。
- 13.2 RCS is not SAP standard software and in its current state a RCS may not meet all SAP standards including but not limited to language or country version, available version, supported operating systems, or database. The RCS is available only to a limited number of SAP licensees. Licensee must fully test the RCS before using it in live operation.
RCS 並非 SAP 標準軟體, 且 RCS 的當前狀態可能並不符合所有 SAP 標準, 包括但不限於語言或國家版本、支援的作業系統或資料庫。RCS 僅適用於有限數目的 SAP 被授權人。被授權人必須先充分測試 RCS, 然後再將其用於現場作業。
- 13.3 The standard language in which the RCS and its Documentation will be provided is English. Remarks in the code will not be translated. SAP reserves the right to release individual versions of the RCS or its Documentation in additional languages.
提供 RCS 和其文件的標準語言為英文。程式碼中的備註不會經過翻譯。SAP 保留以其他語言發行 RCS 個別版本或其文件的權利。
- 13.4 Only end-users for which the Licensee holds the Named-User licenses for the Base Software are permitted to use the RCS. Licensee must ensure that (i) it has all the necessary licenses for the RCS to be able to operate and that (ii) all the systems on which the RCS is to be installed have the necessary Base Software release and support packages available.
只有被授權人擁有基本軟體的指定用戶授權之使用者才能使用 RCS。被授權人必須確保 (i) 擁有所有必要的 RCS 授權, 方可進行作業, 及 (ii) 安裝 RCS 的所有系統具有必要的可用基本軟體版本和支援套件。
- 13.5 Special support strategy and conditions apply for RCS Software. SAP and Licensee agree that Support for RCS Software shall be provided as set forth in the applicable SAP Product Specific Support Schedule for RCS found at the RCS Strategy & Conditions site: <https://service.sap.com/rcs/availability>.
特定支援策略和條件適用於 RCS 軟體。SAP 和被授權人同意, 應依以下 RCS 策略與條件網站上的適用 SAP Product Specific Support Schedule for RCS 中所載提供 RCS 軟體支援: <https://service.sap.com/rcs/availability>。
- 13.6 SAP has no obligation to transfer any functionality licensed under this agreement into SAP's standard software, nor shall SAP be obliged to make the RCS compatible with new releases or versions of the Base Software.
SAP 無義務將本合約下授權的任何功能轉移到 SAP 的標準軟體中, SAP 也不必讓 RCS 與基礎軟體的新發行版本或版本相容。

14. LINE OF BUSINESS PORTFOLIO

業務體系組合

14.1 SAP Visual Enterprise. SAP Visual Enterprise

- 14.1.1 *SAP 3D Visual Enterprise Generator, SAP 3D Visual Enterprise View Edition Generator and Optional Add-Ons.* The SAP Visual Enterprise Software (f/k/a Right Hemisphere) licensed hereunder may include certain third party open source and/or other free download components (collectively, the "Free Download Components"). Please refer to <http://www.righthemisphere.com/oslicenses.html> for certain notices relating to the Free Download Components. Notwithstanding anything to the contrary, an individual accessing any licensed SAP Visual Enterprise Software solely to view output files therefrom shall not be required to hold an SAP Named User license. SAP Visual Enterprise Viewer software is made available to Licensees of licensed Visual Enterprise Generator, Visual Enterprise Access and/or Visual Enterprise Author software at no additional license fee.
SAP 3D Visual Enterprise Generator, SAP 3D Visual Enterprise View Edition Generator 與選用附加元件。 依據本合約授權的 SAP Visual Enterprise 軟體 (前稱 Right Hemisphere) 可能包含某些第三方開放原始碼及/或其他免費下載元件 (統稱「免費下載元件」)。如需關於免費下載元件的特定聲明, 請參閱 <http://www.righthemisphere.com/oslicenses.html>。即使有其他相反規定, 僅為檢視授權 SAP Visual Enterprise 軟體輸出檔而存取該軟體之任何個人, 皆無需取得 SAP 指名使用者授權。SAP Visual Enterprise Viewer 軟體會提供給獲得授權的 Visual Enterprise Generator、Visual Enterprise Access 和/或 Visual Enterprise Author 軟體的被授權人, 不收取額外授權費用。

15. SAP BUNDLES

SAP 配套方案

15.1 SAP ERP Foundation Extension SAP ERP Foundation Extension

SAP ERP Foundation Extension ("SAP EFE"): includes the following Runtime Software: SAP Fiori, SAP Access Control, starter edition, SAP Single Sign-on – Internal, SAP NetWeaver Process Integration (limited to the license metric of one (1) Core per customer irrespective of the number of licensed quantity of SAP EFE, and SAP BI, Version for SAP Applications. SAP ERP Foundation Extension (「SAP EFE」) 包括以下執行階段軟體:
SAP Fiori、SAP Access Control (入門版)、SAP 單一登入 - 內部、SAP NetWeaver Process Integration (限於每位客戶— (1) 個核心的授權度量, 而不論 SAP EFE 和 SAP BI 適用於 SAP 應用程式的版本授權數量)。

Exhibit 4 - Pass Through Terms for Third Party Databases

附錄 4 - 第三方資料庫之轉付條款

SAP may deliver SAP software containing a database product where the end user is not entitled to use the database unless he/she has acquired the requisite number of licenses from the database vendor or its authorized distributor. Such deliveries are reported to the database vendor.

SAP 得交付包含資料庫產品的 SAP 軟體，但除非使用者向資料庫廠商或其授權經銷商取得必要授權碼外，否則使用者不具使用資料庫的資格。此類交付會回報給資料庫廠商。

Conditions for the use of ORACLE® Database Software when licensed from SAP

向 SAP 取得 ORACLE® 資料庫軟體授權後的使用條件

1. Copyright

著作權

- 1.1 The comprehensive copyright to Oracle software is the sole property of the Oracle Corporation, Redwood Shores, CA, USA.
Oracle 軟體的完整著作權為 Oracle Corporation, Redwood Shores, CA, USA 獨立所有。
- 1.2 Third party database applications for system administration, monitoring and management may directly access the Oracle database.
用於系統管理、監控及管理的第三方資料庫應用程式得直接存取 Oracle 資料庫。
- 1.3 The customer shall only use the Oracle software in connection with the SAP Software and only for the purposes of its own internal data processing which includes access of third party user such as contractor, supply chain vendor or supplier, customer, or third party individual authorized by the customer. It is allowed to customize the SAP software or to create additional functionality, new applications, or to support third party database applications which only interface with them (example: via RFC, BAPI) Third party database applications or new functionality or new applications which may directly access the Oracle database or indirectly access information contained therein are not allowed.
客戶僅應使用與 SAP 軟體相關的 Oracle 軟體，而且只能用於其本身內部資料處理之目的，包括第三方使用者的存取權，例如承包商、供應鏈廠商或供應商、客戶、或由客戶授權的第三方個人。允許自訂 SAP 軟體或建立其他功能、新應用程式，或支援僅具有上述功能之介面（例如透過 RFC、BAPI）的第三方資料庫應用程式。但不允許可直接存取 Oracle 資料庫或間接存取其中所包含之資訊的第三方資料庫應用程式、新功能或新應用程式。
- 1.4 The customer shall assign the Oracle software only to wholly owned or majority owned subsidiaries. Assignment to competitors of Oracle is prohibited.
客戶僅應將 Oracle 軟體指派給獨資或多數股權合資的子公司。禁止將 Oracle 指派給競爭者。
- 1.5 In view of its limited rights of use, the customer shall neither modify, decompile nor reverse engineer the Oracle software except and to the extent that it is expressly permitted by applicable law.
有鑑於其受限的使用權，除非（且僅限於）已根據適用法律明文允許，否則客戶不得修改、解編或對 Oracle 軟體進行還原工程。
- 1.6 The Oracle software may only be used in the country or countries for which the customer has acquired a license. The customer hereby undertakes to adhere to all regulations of the US Department of Commerce and the American export authorities.
Oracle 軟體僅得用於客戶已取得授權之國家。客戶在此承諾遵守美國商業部及美國出口授權單位的所有條例。
- 1.7 The use of Oracle software for the planning, production, control or monitoring of nuclear power stations, air traffic, means of mass transportation or medical equipment is not permitted, unless such use is limited to commercial or purely administrative applications.
不得將 Oracle 軟體用作規劃、生產、控制或監控核能電廠、空中交通、大眾運輸工具或醫療設備之用途，除非此類使用限於商業或純管理應用之用途。
- 1.8 The customer is not entitled to receive the source code for the Oracle software.
客戶無權接收 Oracle 軟體之原始碼。

2. Other Conditions

其他條件

- 2.1 The publication of benchmark tests for the Oracle software is not permitted.
不得發行 Oracle 軟體的基準測試。

Conditions for the Use of the Microsoft SQL-Server Enterprise Edition

Microsoft SQL Server (企業版) 的使用條件

Conditions for the Use of the Microsoft SQL-Server when licensed by SAP

Microsoft SQL Server 由 SAP 授權後的使用條件

IMPORTANT NOTE: These “Conditions for the Use of the Microsoft SQL-Server when licensed by SAP” apply to Microsoft SQL Server Enterprise Edition version 2014 (or subsequent versions) not only for new licenses but also for any prior licenses of Microsoft SQL-Server Enterprise Edition licensed under an agreement with any SAP entity or SAP authorized reseller.

重要事項：本「經 SAP 授權之 Microsoft SQL-Server 使用條件」適用於 2014 版 Microsoft SQL Server (企業版) (或後續版本)，包括新授權及先前根據與 SAP 實體或 SAP 授權轉售商間之合約取得的 Microsoft SQL-Server (企業版) 授權。

For the purpose of this Section “Integrated Application” shall be defined as SAP software integrating the Microsoft SQL Server Database.

針對本節之目的，「整合應用程式」應定義為「整合 Microsoft SQL Server 資料庫的 SAP 軟體」。

The Microsoft SQL Server Database may contain the following software:

Microsoft SQL Server 資料庫得包含下列軟體：

“Server Software” provides services or functionality on your server (your computers capable of running the Server Software are “Servers”);

「伺服器軟體」，在貴使用者的伺服器上提供服務或功能（能夠執行伺服器軟體的電腦即為「伺服器」）；

“Client Software” allows an electronic device (“Device”) to access or utilize the Server Software.

「使用者端軟體」，允許電子裝置（以下稱「裝置」）存取或利用伺服器軟體。

1. OVERVIEW

總覽

1.1 Software. The software includes

軟體。軟體包括：

- server software, and
伺服器軟體，以及
- additional software that may only be used with the server software directly, or indirectly through other additional software.
僅能直接搭配伺服器軟體使用之額外軟體，或間接透過其他額外軟體使用之額外軟體。

1.2 License Model. The software is licensed by SAP based on the unified solution and the number of users of that unified solution.

授權模式。軟體是 SAP 基於統一解決方案及該統一解決方案之使用者數而進行授權。

1.3 Licensing Terminology.

授權用語

- **Instance.** You may create an “instance” of the software by executing the software’s setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the “software” in this agreement include “instances” of the software.

執行個體。執行軟體的設定或安裝程序時，即可建立軟體之「執行個體」。此外，亦可透過複製現有執行個體來建立軟體之執行個體。本合約所提及之「軟體」即包括軟體之「執行個體」。

- **Run an Instance.** You “run an instance” of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

執行執行個體。將軟體載入記憶體並執行其一或多項指令，即可「執行軟體的執行個體」。只要一開始執行執行個體，不論系統是否繼續執行其指令，皆視為持續執行該執行個體，直到將其移出記憶體為止。

- **Operating System Environment (“OSE”).** An “operating system environment” or “OSE” is

作業系統環境 (以下稱「OSE」)。「作業系統環境」或「OSE」係指：

- i. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
作業系統執行個體的全部或部分，或虛擬 (或以其他方式模擬之) 作業系統執行個體的全部或部分，構成單獨機器身分 (主要電腦名稱或類似的唯一識別碼) 或單獨管理權限者，以及
- ii. Instances of applications, if any, configured to run on the operating system instance or part identified above.

A physical hardware system can have either or both of the following:

實體硬體系統可能具有下列其中一種環境，或兩種皆有：

- one physical operating system environment;
一個實體作業系統環境；
- one or more virtual operating system environments.
一或多個虛擬作業系統環境。

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

實體作業系統環境係經設定為直接執行於實體硬體系統上。用來執行硬體虛擬軟體或用來提供硬體虛擬服務 (例如 Microsoft 虛擬技術或類似技術) 的作業系統執行個體，亦視為實體作業系統環境的一部分。

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

虛擬作業系統環境係經設定為執行於虛擬 (或以其他方式模擬之) 硬體系統上。

- **Server.** A “server” is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate server.

伺服器。「伺服器」係指能夠執行伺服器軟體的實體硬體系統。硬體分割區或刀鋒應視為單獨的伺服器。

- **Server Farm.** A “server farm” is any data center or group of data centers owned by you and under your day-to-day operational control.

伺服器場。「伺服器場」是您所擁有並在您日常操作管控下之任何數據中心或數據中心群。

- **Unified Solution.** A “unified solution” means a software application licensed to you by SAP, which includes the software licensed under this agreement, adds significant and primary functionality to such software, and may include software acquired from a third party delivered and licensed by SAP.

統一解決方案。「統一解決方案」係指 SAP 授權予您之軟體應用程式，而其包含基於本合約所授權之軟體，和對於該等軟體之重要與主要功能，且可能包括由 SAP 交付與授權從第三方取得之軟體。

2. USE RIGHTS.

使用權利

Your rights to use the software are set forth in the license granted by SAP to you to use the unified solution at specific site(s), to run your internal business operations (including back up and passive disaster recovery), and to provide internal training and testing for such internal business operations, unless and until such license expires or is terminated.

您使用軟體之權利，規定於 SAP 對您得在特定地點使用統一解決方案、執行您的內部業務營運 (包括備份和被動災害復原)，並為前述內部業務營運提供內部訓練和測試之授權內，直到該授權期滿或終止為止。

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

額外授權要求及/或使權利

3.1 Runtime-Restricted Use Software. The software is “Runtime-Restricted Use” software; as such, it may only be used to run the unified solution and only as part of the unified solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any

software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. For clarity, you may use tools provided as part of the unified solution to create new tables during the unified solution set up and/or customization so long as the resulting tables will only be used with and/or as part of the unified solution itself.

執行階段受限使用軟體。所謂的「執行階段受限使用」軟體僅能用來在統一解決方案中執行統一解決方案。此類軟體不得用於 (i) 開發任何新的軟體應用程式，(ii) 與不包含於統一解決方案之任何軟體應用程式、資料庫或表格搭配使用，及/或 (iii) 使用為單獨的軟體應用程式。不過，前述條款並不禁止您使用工具以從現有之表格執行查詢或報告。為免疑義，您得使用所提供之工具作為統一解決方案之一部分，以便在統一解決方案建立及/或客製化期間，建立新表格，但所得之表格將僅得與統一解決方案共用及/或作為其一部分。

- 3.2 **SQL Server Reporting Services Map Report Item.** Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

SQL Server Reporting Services Map Report Item. Power View 與 SQL Reporting Services Map Item 二者均包含 Bing Maps 之使用。您可僅使用藉由 Bing Maps 所提供之內容，包括在 Power View 或 SQL Reporting Services Map Item 內之地理編碼。使用 Bing Maps 亦應受 go.microsoft.com/?linkid=9710837 中的 Bing Maps 終端使用者條款和 go.microsoft.com/fwlink/?LinkID=248686 中的 Bing Maps 隱私權聲明之約束。

- 3.3. **Use of Software Within and Across Server Farms.** You may use the software on servers located within and across your server farm if and for so long as the software is only used with and as a part of the unified solution.

於伺服器陣列內及跨伺服器陣列使用軟體。倘若且只要軟體僅係與統一解決方案共用且為統一解決方案之一部份，軟體即得在伺服器場內及橫跨伺服器場之伺服器內使用。

- 3.4 **Outsourcing Company.** You may enter into an agreement with a third party that provides operational services or support services to you, including but not limited to network management, application management, or data center management services (including operation, maintenance and control of server hardware in a data center ("outsourcing company") to install or cause to be installed the unified solution on servers owned, operated, maintained and controlled by the outsourcing company, provided that: (i) all such server hardware on which the unified solution has been installed is and continuously remains physically dedicated to running the unified solution solely for the benefit and use by you and (ii) you have entered into to a written agreement that protects the unified solutions and the software on commercially reasonable terms. Regardless of the physical location of the server hardware containing the software, you remain fully responsible for all of your obligations under this agreement, including any unauthorized use or distribution of the software that results from any act or omission of the outsourcing company. The outsourcing company must agree to the terms of this agreement in a signed writing. You may only grant the outsourcing company access to the software in order to perform operational and/or support services (including but not limited to software maintenance, patch updating, integration, etc.) for you, and the outsourcing company may not access or use the software for any other purpose.

委外公司。您得與提供營運服務或支援服務給您之第三方簽署合約，包括但不限於：網路管理、應用程式管理或數據中心管理服務（包括對數據中心之伺服器硬體，進行操作、維護與控制（「外包公司」），並將統一解決方案安裝或使他人為其安裝在外包公司擁有、操作、維護與控制之伺服器上，但前提是：(i) 該統一解決方案所安裝之所有此等伺服器硬體，乃是並持續為您的利益與為您所用，實際用於執行統一解決方案；及 (ii) 您已簽訂其條件在商業上屬合理的書面合約，以保護統一解決方案與軟體。無論含有軟體之伺服器硬體所在地為何，您應就基於本合約所有關於您的義務，負擔全部責任，包括外包公司對軟體因任何行為或疏失所致的任何未經授權使用或散佈。外包公司必須同意本合約之規定，作成書面並簽署。您僅得將為您履行操作及/或支援服務（包括但不限於軟體維護、補綴更新、整合等）得存取軟體之權限，授與予外包公司，且外包公司不得為任何其他目的存取或使用軟體。

- 3.5 **Virtualization.** With respect to any server for which you have acquired the requisite licenses, you may run any number of instances of the server software in any number of physical and/or virtual OSEs whether on servers within your server farm or on servers owned and managed by an outsourcing company pursuant to Section 3.4 (above).

虛擬。關於您已取得必要授權之任何伺服器，您得在任何數目之實體及/或虛擬 OSE 上，執行伺服器軟體任何數目之執行個體，無論是在您伺服器場之伺服器上或外包公司根據第 3.4 條（如上）而擁有與管理之伺服器上。

- 3.6 **Fail-over Server.** You may create and maintain passive fail-over instances in a separate OSE for temporary support on a server other than your production server, whether on servers within your server farm or on servers owned and managed by an outsourcing company pursuant to Section 3.4 (above).

容錯轉移伺服器。您可在單獨的 OSE 上，為在非屬您的生產伺服器上進行暫時支援，建立並維持被動容錯轉移執行個體，無論是在您伺服器場之伺服器上或外包公司根據第 3.4 條（如上）而擁有與管理之伺服器上。

4. **THIRD PARTY NOTICES.** The software may include third party code, that Microsoft, not the third party, licenses to you under the terms set forth in this agreement. Notices, if any, for any third party code are included for your information only. Additionally, any third party scripts, linked to, called or referenced from this software, are licensed to you by the third parties that own such code, not by Microsoft, see ASP.NET Ajax CDN Terms of Use: www.asp.net/ajaxlibrary/CDN.ashxthat program.

第三方通知。軟體可能含有第三方程式，而該程式是由 Microsoft（而非第三方）依據本合約之條款授權予您。對於第三方程式之通知（如有），如包含在內，僅係供您參考之用。此外，由本軟體所連結、要求或引用之任何第三方指令檔，係由擁有該程式之第三方授權予您，而非 Microsoft，請參見 ASP.NET Ajax CDN 使用條款：www.asp.net/ajaxlibrary/CDN.ashxthat program。

5. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

網際網路服務。Microsoft 提供搭配軟體的網際網路服務，但該公司可能隨時變更或取消這些服務。

6. **BENCHMARK TESTING. You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.** However, this does not apply to the Microsoft .NET Framework (see below).

基準測試。貴使用者必須事先取得 Microsoft 之書面核准，方能向第三方透露任何軟體基準測試的結果。然而，這點並不適用於 Microsoft .NET Framework（請參見下文）。

7. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

.NET FRAMEWORK 軟體。軟體含有 Microsoft .NET Framework 軟體，此軟體為 Windows 的組成部分。Windows 的授權條款適用於您使用 .NET Framework 軟體的情形。

8. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (“.NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

MICROSOFT .NET FRAMEWORK 基準測試。軟體包含一或多項 .NET Framework 元件 (以下稱「.NET 元件」)。您可針對這些元件執行內部基準測試，並且只要遵守以下網址所載條件，您即可揭露針對這些元件進行任何基準測試之結果：go.microsoft.com/fwlink/?LinkID=66406。儘管您可能與 Microsoft 訂有任何其他合約，若您揭露此類基準測試結果，則對於 Microsoft 針對您與適用 .NET 元件競爭之產品執行之基準測試，Microsoft 亦將有權揭露此類基準測試之結果 (前提是 Microsoft 亦遵守載於 go.microsoft.com/fwlink/?LinkID=66406 之條件)。

9. **SCOPE OF LICENSE.** The software is licensed, not sold. Unless applicable law gives you more rights, SAP and Microsoft reserve all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

授權範圍。軟體係經授權使用，而非販售賣斷。除相關法律賦予您更多權利，SAP 和 Microsoft 保留本合約未明示授予之一切其他默示、衡平法或其他權利。在使用上，您必須遵守任何軟體的技術限制，這些限制僅允許您以特定方式使用軟體。您不得

- work around any technical limitations in the software;
設法規避軟體內的任何技術限制；
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
進行還原工程、解譯或反向組譯軟體，除非 (且僅限於) 適用法律明文許可時，則不在此限。
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
製作超過本合約規定之軟體副本數量，或此項限制以外適用法律所允許之副本數量；
- publish the software, including any application programming interfaces included in the software, for others to copy;
公開此軟體 (包括軟體中所含的任何應用程式發展介面) 供他人複製；
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
共用或以其他方式散佈使用軟體「資料對應服務」功能所建立之文件、文字或影像；
- rent, lease or lend the software; or
出租、租借、或出借此軟體；或
- use the software for commercial software hosting services.
使用此軟體來商業軟體託管服務。

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software.

您亦不得移除、最小化、阻礙或修改包括在軟體內之 Microsoft 或其提供商的任何標誌、商標、著作權、數位浮水印或其他注意事項，包括透過軟體向您提供的任何內容。

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

在任何裝置上使用此軟體的權利，並不授予貴使用者在存取該裝置之軟體或裝置中建置 Microsoft 專利或其他智慧財產權之權利。

10. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.

備份副本。您得製作一份軟體媒體的備份副本。您僅得使用該備份副本來建立軟體的執行個體。

11. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

文件。有權存取您電腦或內部網路的任何人員，皆得複製文件並用於您內部的參考用途。

12. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”

不得轉售軟體。您不得販售標示為「NFR」或「不得轉售」之軟體。

13. **ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

校園版軟體。您必須具有「合格教育使用者」身分，才能使用標示為「校園版」或「AE」的軟體。如果您不確定自己是否屬於「合格教育使用者」，請參見 www.microsoft.com/education 或洽詢負責貴國/地區的 Microsoft 關係企業。

14. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the SAP solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

移轉至第三方。當軟體僅屬於由 SAP 或其代表交付給您的整合軟體統包應用程式或應用程式套件 (以下稱「統一解決方案」) 時，在轉移該統一解決方案的過程中，軟體的初位使用者得將軟體及本合約直接轉移給其他終端使用者。該終端使用者必須先同意本合約適用於轉移之行為及使用軟體之行為，之後才能進行轉移。除非初位使用者亦保有軟體的其他授權，否則不得保留軟體的任何執行個體。

15. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

出口限制。軟體須遵守美國出口法律及法規。您必須遵守適用於軟體的所有國內及國際出口法律及法規。這些法律包含對出口目的地、終端使用者及終端用途之限制。如需更多資訊，請參閱 www.microsoft.com/exporting。

16. **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

完整合意。 本合約以及補充程式、更新及您所使用網際網路服務之條款，構成針對軟體的完整合約。

17. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the SAP from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

法律效力。 本合約說明特定法律權利。您可能依貴州或貴國/地區法律享有其他權利，此外亦可能對將軟體授權予您的 SAP 享有權利。倘若貴州或貴國/地區不允許本合約變更您依當地法律享有之權利，本合約即服從當地法律。

18. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. SAP HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON SAP TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**

不容錯。 本軟體並不容錯。SAP 已自行決定軟體在授權予貴使用者之整合軟體應用程式或應用程式套件中的使用方式，且 Microsoft 依賴 SAP 執行充足的測試以確定軟體適合此類用途。

19. **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE SAP AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**

Microsoft 不提供保固。您同意若獲得與 (A) 本軟體，或 (B) 您取得本軟體的所屬軟體應用程式或應用程式套件相關的任何保固時，這些保固均由 SAP 獨立提供，並非來自 Microsoft，也不約束 Microsoft。

20. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).**

Microsoft 無特定損害賠償責任。於適用法律允許之最大範圍內，Microsoft 均不負擔因使用或執行本軟體或您取得本軟體的所屬軟體應用程式或應用程式套件所引起或與其相關的任何間接性、特殊性、衍生性或附隨性之損害，包括但不限於政府課處之罰金。不論任何救濟方法是否未達其根本目的，此限制仍適用。於任何情況下，Microsoft 之賠償金額最高概以二百五十美元 (US\$250.00) 為限。

21. **FOR AUSTRALIA ONLY.** In this paragraph, "goods" refers to the software for which Microsoft provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

僅適用於澳洲。 於本段中，「貨物」係指 Microsoft 提供明示保證之軟體。我方貨品附有依澳洲消費者法 (Australian Consumer Law) 不得排除之保固內容。您有權因重大故障更換或退款，並獲得任何其他合理可預見損失或損害的賠償。如果貨物不具有可接受的品質且故障未達到重大故障，則您亦有權修復或更換貨物。送修之貨物得以相同類型之翻新貨物替換，而非替換新品。貨品維修得使用翻新的零部件。

Microsoft, SQL Server and Windows are registered trademarks of Microsoft Corporation in the United States and/or other countries.

Microsoft、SQL Server 和 Windows 為 Microsoft Corporation 在美國及/或其他國家/地區的註冊商標。

Conditions for the Use of the Microsoft SQL-Server when previously licensed by Microsoft or Microsoft Distributor

Microsoft SQL Server 事先由 Microsoft 或 Microsoft 經銷商授權下的使用條件

The SAP software containing a copy of the Microsoft SQL-Server, which has been integrated or installed as a component of this SAP software. All Microsoft products are subject to the terms of the Microsoft License Agreement with end users which is included in the software package or the license agreements shipped with the Microsoft SQL-Server. An exception hereto is that the functionality of a Microsoft product as an integrated part of an SAP solution can differ from the functionality of a non-integrated Microsoft product. All inquiries relating to the functionality or performance of the SAP solution with Microsoft products should therefore be addressed to SAP and not to Microsoft. The SAP product does not contain a license for the integrated Microsoft product. You are therefore not entitled to use the copy of the Microsoft SQL-Server contained in this product and you will not receive a license for such use unless you have acquired or otherwise have at your disposal the same number of client/server licenses as user licenses acquired for the SAP software. By concluding this contract with SAP you represent and warrant that you have previously acquired a Microsoft license for SQL-Server end users and to conclude a corresponding license agreement.

SAP 軟體包含一份 Microsoft SQL Server，已整合或安裝作為此 SAP 軟體的元件。所有 Microsoft 產品均受與終端使用者簽訂的 Microsoft 授權合約所規定，此合約隨附於軟體套件中，或隨附於 Microsoft SQL Server 的授權合約中。本授權的例外是，作為 SAP 解決方案之整合部分的 Microsoft 產品的功能可能會與非整合 Microsoft 產品的功能相異。因此，所有關於 SAP 解決方案使用 Microsoft 產品之功能或效能的問題，應向 SAP 尋求解決，而非 Microsoft。SAP 產品不包含整合 Microsoft 產品的授權。因此貴使用者無權使用本產品所包含的 Microsoft SQL Server，並且不會收到進行此類用途的授權，除非貴使用者已取得或自行以其他方式擁有相同使用者端/伺服器授權號碼，作為針對 SAP 軟體所取得之使用者授權。達成與 SAP 訂立本合約的協定，即表示貴使用者聲明並保證貴使用者已為 SQL Server 使用者事先取得 Microsoft 授權，且締結對應的授權合約。

When SAP delivers an updated version of the SAP software containing an updated version of the integrated Microsoft product, the end user is not entitled to use the updated version of the Microsoft product unless he/she has acquired the requisite number of client/server licenses from an authorized Microsoft distributor.

當 SAP 交付的 SAP 軟體更新版本當中包含整合 Microsoft 產品的更新版本時，終端使用者無權使用 Microsoft 產品更新版本，除非終端使用者已向 Microsoft 授權經銷商取得使用者端/伺服器授權的必要號碼。

Conditions for Use of Third Party Databases with SAP Business One Software

搭配 SAP Business One 軟體使用第三方資料庫的條件

Conditions for the Use of Microsoft® SQL Server™ 2014, Standard Edition (Core-based Runtime and Server CAL Runtime) Software

Microsoft® SQL Server™ 2014 (標準版) (Core-based Runtime and Server CAL Runtime) 軟體使用條件

IMPORTANT NOTE: These "Conditions for the Use of the Microsoft SQL Server 2014, Standard Edition" apply to Microsoft SQL Server Standard Edition version 2014 (or subsequent versions) not only for new licenses but also for any prior licenses of Microsoft SQL-Server Standard Edition licensed under an agreement with any SAP entity or SAP authorized reseller.

重要事項：本「Microsoft SQL Server 2014 (標準版) 使用條件」適用於 2014 版 Microsoft SQL Server (標準版) (或後續版本)，包括新授權及先前根據與 SAP 實體或 SAP 授權轉售商間之合約取得的 Microsoft SQL-Server (標準版) 授權。

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software ("Licensor") and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

下列授權條款為您取得之 Microsoft 軟體隨附之軟體應用程式或應用程式套件之授權人 (以下稱「授權人」) 與您締結之合約，敬請詳閱。這些條款適用於上述軟體，包括您所收到的軟體儲存媒體 (如果有的話)。這些條款亦適用於本軟體的

- updates,
任何
- supplements, and
Microsoft 更新、
- Internet-based services
補充程式、網際網路

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to the Licensor.

服務，除非這些軟體項目附有其他條款。此時，則以其他條款為優先。Microsoft Corporation 或其某家關係企業 (統稱「Microsoft」) 已將軟體授權給授權人。

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO PLACE OF PURCHASE FOR A REFUND OR CREDIT.

使用軟體，即表示您接受下列條款。如果您不接受條款，則請勿使用軟體，並請將軟體退回購買處以取得退款或退費。

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

下列條款優先於軟體內可能含有之任何電子版條款。如果軟體內所含任何條款與下列條款牴觸，則以下列條款為準。

IMPORTANT NOTICE: AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER. If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2014 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

重要事項：SQL SERVER 先前版本的自動更新。 若本軟體所安裝的伺服器或裝置執行 SQL Server 2014 之前的 SQL Server 支援版本 (或其元件)，本軟體將自動以本軟體的檔案更新和取代該等版本內的特定檔案或功能。本項功能無法關閉。移除此類檔案可能導致軟體錯誤，且原始檔案可能無法復原。若您將本軟體安裝於執行該等版本的伺服器或裝置，代表您同意更新該伺服器或裝置執行的所有 SQL Server 版本和複本 (包括其元件)。

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.

如果您遵守下列授權條款，則對於您適當取得授權的伺服器，您擁有下列權利。

1. OVERVIEW.

總覽

1.1 Software. The software includes

軟體。軟體包括：

- server software, and
伺服器軟體，以及
- additional software that may only be used with the server software directly, or indirectly through other additional software.
僅能直接搭配伺服器軟體使用之額外軟體，或間接透過其他額外軟體使用之額外軟體。

1.2 License Model. The software is licensed based on either the:

授權模式。軟體授權之基準為：

- **Core License Model** – the number of physical and/or virtual cores in the server; or
核心授權模式 – 伺服器中的實體及/或虛擬核心數；或
- **Server + Client** – the number of operating system environments (OSEs) in which the server software is run, and the number of devices and users that access instances of server software.
伺服器 + 使用者端 – 執行伺服器軟體的作業系統環境 (OSE) 數，以及存取伺服器軟體執行個體的裝置數與使用者數。

1.3 Licensing Terminology.

授權用語

- **Instance.** You create an “instance” of the software by executing the software’s setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the “software” in this agreement include “instances” of the software.
執行個體。 執行軟體的設定或安裝程序時，即會建立軟體之「執行個體」。此外，亦可透過複製現有執行個體來建立軟體之執行個體。本合約所提及之「軟體」即包括軟體之「執行個體」。
- **Run an Instance.** You “run an instance” of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
執行執行個體。 將軟體載入記憶體並執行其一或多項指令，即可「執行軟體的執行個體」。只要一開始執行執行個體，不論系統是否繼續執行其指令，皆視為持續執行該執行個體，直到將其移出記憶體為止。
- **Operating System Environment (“OSE”).** An “operating system environment” or “OSE” is
作業系統環境 (以下稱「OSE」)。 「作業系統環境」或「OSE」係指：
 - (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
作業系統執行個體的全部或部分，或虛擬 (或以其他方式模擬之) 作業系統執行個體的全部或部分，構成單獨機器身分 (主要電腦名稱或類似的唯一識別碼) 或單獨管理權限者，以及
 - (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above.
經過設定而執行於上述作業系統執行個體或其部分上的應用程式執行個體 (如果有的話)。

A physical hardware system can have either or both of the following:

實體硬體系統可能具有下列其中一種環境，或兩種皆有：

- one physical operating system environment;
一個實體作業系統環境；
- one or more virtual operating system environments.
一或多個虛擬作業系統環境。

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

實體作業系統環境係經設定為直接執行於實體硬體系統上。用來執行硬體虛擬軟體或用來提供硬體虛擬服務 (例如 Microsoft 虛擬技術或類似技術) 的作業系統執行個體，亦視為實體作業系統環境的一部分。

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

虛擬作業系統環境係經設定為執行於虛擬 (或以其他方式模擬之) 硬體系統上。

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
伺服器。 「伺服器」係指能夠執行伺服器軟體的實體硬體系統。硬體分割區或刀鋒應視為單獨的實體硬體系統。
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
實體核心。 實體核心係指實體處理器中的核心。實體處理器包括一個或多個實體核心。
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
硬體執行緒。 硬體執行緒係指實體處理器中的實體核心或超執行緒。
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
虛擬核心。 虛擬核心係指虛擬 (或以其他方式模擬之) 硬體系統中之處理能力單位。虛擬核心係指一個或多個硬體執行緒之虛擬表示形式。虛擬 OSE 使用一個或多個虛擬核心。
- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.
指派授權。 指派授權係指依以下方式將該授權指派給伺服器、裝置或使用者。

- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

核心因子。 核心因子係指與特定實體處理器相關的數值，用於判斷授權伺服器上所有實體核心所需的授權數。

2. USE RIGHTS FOR CORE LICENSE MODEL.

核心授權模式的使用權利

2.1 Licensing a Server. Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

針對伺服器進行授權。 在伺服器上執行伺服器軟體的執行個體之前，您必須判斷所需的軟體授權數，並依以下方式將這些授權指派給該伺服器。

2.2 Determining the Number of Licenses Required. You have two license options:

判斷所需的授權數。 您有兩個授權選項：

(a) **Physical Cores on a Server.** You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at go.microsoft.com/fwlink/?LinkID=229882.

伺服器上的實體核心。 您可依據伺服器上的所有實體核心進行授權。如果您選擇此選項，則所需的授權數等於伺服器上的實體核心數與 go.microsoft.com/fwlink/?LinkID=229882 中相關核心因子之乘積。

(b) **Individual Virtual OSE.** You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

個別虛擬 OSE。 您可依據執行伺服器軟體所在之伺服器內的虛擬 OSE 進行授權。如果您選擇此選項，則對於您執行伺服器軟體所在的每個虛擬 OSE，您需要的授權數等於虛擬 OSE 中之虛擬核心數，惟以每個虛擬 OSE 四份授權的最低要求為限。此外，如果任何虛擬核心在任何時候對應到多個硬體執行緒，則對應到該虛擬核心的每個附加硬體執行緒需要一份授權。這些授權按每個虛擬 OSE 四份授權的最低要求加以計算。

2.3 Assigning the Required Number of Licenses to the Server.

將所需數量的授權指派給伺服器

(a) **Initial Assignment.** After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the “licensed server” for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

初始指派。 判斷伺服器所需的軟體授權數後，您必須將該數量的授權指派給該伺服器。獲指派授權的該伺服器即視為此類授權的「授權伺服器」。您不得將一份授權指派給多台伺服器。硬體分割區或刀鋒應視為單獨的伺服器。

(b) **Reassignment.** You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

重新指派。 指派授權之後，必須過 90 天才能重新將該授權指派給別的伺服器。不過，若您因硬體永久故障而汰換獲指派授權的授權伺服器，則您可提早重新指派該授權。重新指派授權後，獲得指派的伺服器就成為該授權的新授權伺服器。

2.4 Running Instances of the Server Software. Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

執行伺服器軟體的執行個體。 您執行伺服器軟體執行個體的權利取決於判斷所需軟體授權數所選之選項：

(a) **Physical Cores on a Server.** For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

伺服器上的實體核心。 對於您如第 2.2(a) 條所述已指派所需授權數的每台伺服器，您可以在該授權伺服器的實體 OSE 中執行不限數量的伺服器軟體執行個體。

(b) **Individual Virtual OSEs.** For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.

個別虛擬 OSE。 對於您如第 2.2(b) 條所述已指派所需授權數的每個虛擬 OSE，您有權在該虛擬 OSE 中執行不限數量的軟體執行個體。

2.5 Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

執行額外軟體的執行個體。 您可以在任意數量裝置的實體或虛擬 OSE 中執行或以其他方式使用下列不限數量的額外軟體執行個體。您只能搭配伺服器軟體直接使用額外軟體，或透過其他額外軟體間接使用額外軟體。

- Client Tools Connectivity
- Client Tools Connectivity

- Documentation Components
文件元件

2.6 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

在您的伺服器或儲存媒體上建立及儲存執行個體。對於您取得的每份軟體授權，您擁有下列額外權利。

- (a) You may create any number of instances of the server software and additional software.
您可以建立任意數量的伺服器軟體及額外軟體執行個體。
- (b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在任何伺服器或儲存媒體上儲存伺服器軟體及額外軟體的執行個體。
- (c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您只能為下列目的建立和儲存伺服器軟體及額外軟體的執行個體：根據任何所述軟體授權，行使執行伺服器軟體執行個體的權利（例如，您不得將執行個體散佈給第三方）。

2.7 No Client Access Licenses (CALs) Required for Access. Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

不需「使用者端存取授權 (CAL)」即可進行存取。根據此核心授權模式，您不需要具備使用者或裝置的 CAL，即可存取您的伺服器軟體執行個體。

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

伺服器 + 使用者端存取授權模式的使用權利

3.1 Assigning the License to the Server.

將授權指派給伺服器

- (a) Initial Assignment. **Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the “licensed server” for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.**

初始指派。根據軟體授權執行伺服器軟體的任何執行個體之前，您必須將該授權指派給您的某台伺服器。該伺服器即視為此類授權的「授權伺服器」。您不得將同一份授權指派給多台伺服器，但您可將其他軟體授權指派給同一台伺服器。硬體分割區或刀片應視為單獨的伺服器。

- (b) Reassignment. **You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.**

重新指派。指派軟體授權之後，必須過 90 天才能重新將該授權指派給別的伺服器。不過，若您因硬體永久故障而汰換授權伺服器，則您可提早重新指派軟體授權。重新指派授權後，獲得指派的伺服器就成為該授權的新授權伺服器。

3.2 Running Instances of the Server Software. For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

執行伺服器軟體的執行個體。對於您指派給伺服器的每份軟體授權，您可以在授權伺服器的一個實體及虛擬 OSE 中同時執行不限數量的伺服器軟體執行個體。

3.3 Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

執行額外軟體的執行個體。您可以在任意數量裝置的實體或虛擬 OSE 中執行或以其他方式使用下列不限數量的額外軟體執行個體。您只能搭配伺服器軟體直接使用額外軟體，或透過其他額外軟體間接使用額外軟體。

- Client Tools Connectivity
Client Tools Connectivity
- Documentation Components
文件元件

3.4 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

在您的伺服器或儲存媒體上建立及儲存執行個體。對於您取得的每份軟體授權，您擁有下列額外權利。

- (a) You may create any number of instances of the server software and additional software.
您可以建立任意數量的伺服器軟體及額外軟體執行個體。
- (b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在任何伺服器或儲存媒體上儲存伺服器軟體及額外軟體的執行個體。
- (c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

您只能為下列目的建立和儲存伺服器軟體及額外軟體的執行個體：根據任何所述軟體授權，行使執行伺服器軟體執行個體的權利（例如，您不得將執行個體散佈給第三方）。

3.5 Client Access Licenses (CALs).

使用者端存取授權 (CAL)

(a) **Initial Assignment of CALs.** You must acquire and assign a SQL Server 2014 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

初始指派 CAL。對於直接或間接存取您伺服器軟體執行個體的每台裝置或每個使用者，您必須取得並指派 SQL Server 2014 CAL。硬體分割區或刀鋒應視為單獨的裝置。

- You do not need CALs for any of your servers licensed to run instances of the server software.
您不需要具備任何所授權伺服器的 CAL，即可執行伺服器軟體的執行個體。
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
若要存取您的伺服器軟體執行個體僅供管理這些執行個體之用，您最多可免具備兩台裝置或兩位使用者的 CAL。
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
您的 CAL 可讓您存取較舊版伺服器軟體的執行個體，但無法讓您存取較新版的執行個體。如果您要存取較舊版的執行個體，您也可以使用對應於該版本的 CAL。

(b) **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

CAL 類型。CAL 共分裝置用及使用者用兩種。每份裝置 CAL 允許任何使用者使用一台裝置，在您的授權伺服器上存取伺服器軟體。每份使用者 CAL 允許一位使用者使用任何裝置，在您的授權伺服器上存取伺服器軟體。您可合併使用裝置 CAL 和使用者 CAL。

(c) **Reassignment of CALs.** You may

重新指派 CAL。 您得

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
將裝置 CAL 從一台裝置永久重新指派給另一台裝置，將您的使用者 CAL 從某位使用者永久指派給另一位使用者；或
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
當原授權裝置停用時，暫時將您的裝置 CAL 重新指派給借用裝置，或於使用者缺席時，將您的使用者 CAL 重新指派給替代員工。

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

額外授權要求及/或使用權利

4.1 **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

執行個體上限。軟體或您的硬體可能會限制可在伺服器之實體或虛擬 OSE 中執行的伺服器軟體執行個體數。

4.2 **Multiplexing.** Hardware or software you use to

多路傳輸。您用來進行下列用途的硬體或軟體：

- pool connections,
集合連線、
- reroute information, or
將資訊重新傳送，或
- reduce the number of devices or users that directly access or use the software
減少直接存取或使用軟體之裝置或使用者數

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

(有時稱為「多路傳輸」或「集合」)，並不會減少您所需的任何種類授權。

4.3 **No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

不得分割伺服器軟體。除經明確允許外，您不得分割伺服器軟體用於單一授權下的多個 OSE，即使這些 OSE 位於同一個實體硬體系統上亦然。

4.4 **SQL Server Reporting Services Map Report Item.** Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

SQL Server Reporting Services Map Report Item。Power View 與 SQL Reporting Services Map Item 二者均包含 Bing Maps 之使用。

您可僅使用藉由 Bing Maps 所提供之內容，包括在 Power View 或 SQL Reporting Services Map Item 內之地理編碼。使用 Bing Maps 亦應受 go.microsoft.com/?linkid=9710837 中的 Bing Maps 終端使用者條款和 go.microsoft.com/fwlink/?LinkID=248686 中的 Bing Maps 隱私權聲明之約束。

- 4.5 Included Microsoft Programs.** The software includes other Microsoft programs listed at go.microsoft.com/fwlink/?LinkID=298186. Microsoft is making these programs available to you as a convenience only and these programs are licensed and supported under their own separate terms and policies. You may only use these programs in conjunction with the software licensed here. If you do not agree to the license terms for these programs, you may not use them.

所含的 Microsoft 程式。 軟體包括 go.microsoft.com/fwlink/?LinkID=298186 所列的其他 Microsoft 程式。Microsoft 提供這些程式以方便您使用，這些程式各有適用的授權和支援條款及政策。您僅可將這些程式搭配此處取得授權的軟體使用。若您不同意這些程式的授權條款，即不得使用這些程式。

- 4.6 Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the unified solution and only as part of the unified solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. For clarity, you may use tools provided as part of the unified solution to create new tables during the unified solution set up and/or customization so long as the resulting tables will only be used with and/or as part of the unified solution itself.

執行階段受限使用軟體。 所謂的「執行階段受限使用」軟體僅能用來在統一解決方案中執行統一解決方案。此類軟體不得用於 (i) 開發任何新的軟體應用程式，(ii) 與不包含於統一解決方案之任何軟體應用程式、資料庫或表格搭配使用，及/或 (iii) 使用為單獨的軟體應用程式。不過，前述條款並不禁止您使用工具以從現有之表格執行查詢或報告。為免疑義，您得使用所提供之工具作為統一解決方案之一部分，以便在統一解決方案建立及/或客製化期間，建立新表格，但所得出之表格將僅得與統一解決方案共用及/或作為其一部分。

- 4.7 Use of Software Within and Across Server Farms.** You may use the software on servers located within and across your server farm if and for so long as the software is only used with and as a part of the unified solution.

於伺服器陣列內及跨伺服器陣列使用軟體。 倘若且只要軟體僅係與統一解決方案共用且為統一解決方案之一部份，軟體即得在伺服器場內及橫跨伺服器場之伺服器內使用。

- 4.8 Outsourcing Company.** You may enter into an agreement with a third party that provides operational services or support services to you, including but not limited to network management, application management, or data center management services (including operation, maintenance and control of server hardware in a data center ("outsourcing company") to install or cause to be installed the unified solution on servers owned, operated, maintained and controlled by the outsourcing company, provided that: (i) all such server hardware on which the unified solution has been installed is and continuously remains physically dedicated to running the unified solution solely for the benefit and use by you and (ii) you have entered into to a written agreement that protects the unified solutions and the software on commercially reasonable terms. Regardless of the physical location of the server hardware containing the software, you remain fully responsible for all of your obligations under this agreement, including any unauthorized use or distribution of the software that results from any act or omission of the outsourcing company. The outsourcing company must agree to the terms of this agreement in a signed writing. You may only grant the outsourcing company access to the software in order to perform operational and/or support services (including but not limited to software maintenance, patch updating, integration, etc.) for you, and the outsourcing company may not access or use the software for any other purpose.

委外公司。 您得與提供營運服務或支援服務給您之第三方簽署合約，包括但不限於：網路管理、應用程式管理或數據中心管理服務 (包括對數據中心之伺服器硬體，進行操作、維護與控制 (「外包公司」)，並將統一解決方案安裝或使他人為其安裝在外包公司擁有、操作、維護與控制之伺服器上，但前提是：(i) 該統一解決方案所安裝之所有此等伺服器硬體，乃是並持續為您的利益與為您所用，實際用於執行統一解決方案；及 (ii) 您已簽訂其條件在商業上屬合理的書面合約，以保護統一解決方案與軟體。無論含有軟體之伺服器硬體所在地為何，您應就基於本合約所有關於您的義務，負擔全部責任，包括外包公司對軟體因任何行為或疏失所致的任何未經授權使用或散佈。外包公司必須同意本合約之規定，作成書面並簽署。您僅得將為您履行操作及/或支援服務 (包括但不限於軟體維護、補綴更新、整合等) 得存取軟體之權限，授與予外包公司，且外包公司不得為任何其他目的存取或使用軟體。

- 5. THIRD PARTY NOTICES.** The software may include third party code, that Microsoft, not the third party, licenses to you under the terms set forth in this agreement. Notices, if any, for any third party code are included for your information only. Additionally, any third party scripts, linked to, called or referenced from this software, are licensed to you by the third parties that own such code, not by Microsoft, see ASP.NET Ajax CDN Terms of Use: www.asp.net/ajaxlibrary/CDN.ashx.

第三方通知。 軟體可能含有第三方程式，而該程式是由 Microsoft (而非第三方) 依據本合約之條款授權予您。對於第三方程式之通知 (如有)，如包含在內，僅係供您參考之用。此外，由本軟體所連結、要求或引用之任何第三方指令檔，係由擁有該程式之第三方授權予您，而非 Microsoft，請參見 ASP.NET Ajax CDN 使用條款：www.asp.net/ajaxlibrary/CDN.ashx。

- 6. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

網際網路服務。 Microsoft 提供搭配軟體的網際網路服務，但該公司可能隨時變更或取消這些服務。

- 7. BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

基準測試。 貴使用者必須事先取得 Microsoft 之書面核准，方能向第三方透露任何軟體基準測試的結果。然而，這點並不適用於 Microsoft .NET Framework (請參見下文)。

- 8. .NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

.NET FRAMEWORK 軟體。軟體含有 Microsoft .NET Framework 軟體，此軟體為 Windows 的組成部分。Windows 的授權條款適用於您使用 .NET Framework 軟體的情形

9. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (“NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

MICROSOFT .NET FRAMEWORK 基準測試。軟體包含一或多項 .NET Framework 元件 (以下稱「.NET 元件」)。您可針對這些元件執行內部基準測試，並且只要遵守以下網址所載條件，您即可揭露針對這些元件進行任何基準測試之結果：go.microsoft.com/fwlink/?LinkID=66406。儘管您可能與 Microsoft 訂有任何其他合約，若您揭露此類基準測試結果，則對於 Microsoft 針對您與適用 .NET 元件競爭之產品執行之基準測試，Microsoft 亦將有權揭露此類基準測試之結果 (前提是 Microsoft 亦遵守載於 go.microsoft.com/fwlink/?LinkID=66406 之條件)。

10. **SCOPE OF LICENSE.** The software is licensed, not sold. Unless applicable law gives you more rights, Licensor and Microsoft reserve all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

授權範圍。軟體係經授權使用，而非販售賣斷。除相關法律賦予您更多權利，授權人和 Microsoft 保留本合約未明示授予之一切其他默示、衡平法或其他權利。在使用上，您必須遵守任何軟體的技術限制，這些限制僅允許您以特定方式使用軟體。您不得

- work around any technical limitations in the software;
設法規避軟體內的任何技術限制；
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
進行還原工程、解譯或反向組譯軟體，除非 (且僅限於) 適用法律明文許可時，則不在此限。
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
製作超過本合約規定之軟體副本數量，或此項限制以外適用法律所允許之副本數量；
- publish the software, including any application programming interfaces included in the software, for others to copy;
公開此軟體 (包括軟體中所含的任何應用程式發展介面) 供他人複製；
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
共用或以其他方式散佈使用軟體「資料對應服務」功能所建立之文件、文字或影像；
- rent, lease or lend the software; or
出租、租借、或出借此軟體；或
- use the software for commercial software hosting services.
使用此軟體來商業軟體託管服務。

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;

您亦不得移除、最小化、阻礙或修改包括在軟體內之 Microsoft 或其提供者的任何標誌、商標、著作權、數位浮水印或其他注意事項，包括透過軟體向您提供的任何內容；

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

在任何裝置上使用此軟體的權利，並不授予貴使用者在存取該裝置之軟體或裝置中建置 Microsoft 專利或其他智慧財產權之權利。

11. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.

備份副本。您得製作一份軟體媒體的備份副本。您僅得使用該備份副本來建立軟體的執行個體。

12. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

文件。有權存取您電腦或內部網路的任何人員，皆得複製文件並用於您內部的參考用途。

13. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”

不得轉售軟體。您不得販售標示為「NFR」或「不得轉售」之軟體。

14. **ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

校園版軟體。您必須具有「合格教育使用者」身分，才能使用標示為「校園版」或「AE」的軟體。如果您不確定自己是否屬於「合格教育使用者」，請參見 www.microsoft.com/education 或洽詢負責貴國/地區的 Microsoft 關係企業。

15. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

移轉至第三方。當軟體僅屬於由授權人或其代表交付給您的整合軟體統包應用程式或應用程式套件 (以下稱「統一解決方案」) 時，在轉移該統一解決

方案的過程中，軟體的初位使用者得將軟體及本合約直接轉移給其他終端使用者。該終端使用者必須先同意本合約適用於轉移之行為及使用軟體之行為，之後才能進行轉移。除非初位使用者亦保有軟體的其他授權，否則不得保留軟體的任何執行個體。

- 16. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

出口限制。 軟體須遵守美國出口法律及法規。您必須遵守適用於軟體的所有國內及國際出口法律及法規。這些法律包含對出口目的地、終端使用者及終端用途之限制。如需更多資訊，請參閱 www.microsoft.com/exporting。

- 17. ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

完整合意。 本合約以及補充程式、更新及您所使用網際網路服務之條款，構成針對軟體的完整合約。

- 18. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

法律效力。 本合約說明特定法律權利。您可能依貴州或貴國/地區法律享有其他權利，此外亦可能對將軟體授權予您的授權人享有權利。倘若貴州或貴國/地區不允許本合約變更您依當地法律享有之權利，本合約即服從當地法律。

- 19. NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**

不容錯。本軟體並不容錯。 授權人已自行決定軟體在授權予貴使用者之整合軟體應用程式或應用程式套件中的使用方式，且 Microsoft 依賴授權人執行充足的測試以確定軟體適合此類用途。

- 20. NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**

Microsoft 不提供保固。您同意若獲得與 (A) 本軟體，或 (B) 您取得本軟體的所屬軟體應用程式或應用程式套件相關的任何保固時，這些保固均由授權人獨立提供，並非來自 Microsoft，也不約束 Microsoft。

- 21. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).**

Microsoft 無特定損害賠償責任。於適用法律允許之最大範圍內，Microsoft 均不負擔因使用或執行本軟體或您取得本軟體的所屬軟體應用程式或應用程式套件所引起或與其相關的任何間接性、特殊性、衍生性或附隨性之損害，包括但不限於政府課處之罰金。不論任何救濟方法是否未達其根本目的，此限制仍適用。於任何情況下，Microsoft 之賠償金額最高概以二百五十美元 (US\$250.00) 為限。

- 22. FOR AUSTRALIA ONLY. In this paragraph, "goods" refers to the software for which Microsoft provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.**

僅適用於澳洲。於本段中，「貨物」係指 Microsoft 提供明示保證之軟體。我方貨品附有依澳洲消費者法 (Australian Consumer Law) 不得排除之保固內容。您有權因重大故障更換或退款，並獲得任何其他合理可預見損失或損害的賠償。如果貨物不具有可接受的品質且故障未達到重大故障，則您亦有權修復或更換貨物。送修之貨物得以相同類型之翻新貨物替換，而非替換新品。貨品維修得使用翻新的零部件。

Microsoft, SQL Server and Windows are registered trademarks of Microsoft Corporation in the United States and/or other countries.

Microsoft、SQL Server 和 Windows 為 Microsoft Corporation 在美國及/或其他國家/地區的註冊商標。

Microsoft® SQL Server™ 2008, Standard Edition (Server Proc Runtime) Software

Microsoft® SQL Server™ 2008 (標準版) (Server Proc Runtime) 軟體

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software ("Licensor") and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

下列授權條款為您取得之 Microsoft 軟體隨附之軟體應用程式或應用程式套件之授權人 (以下稱「授權人」) 與您締結之合約，敬請詳閱。這些條款適用於上述軟體，包括您所收到的軟體儲存媒體 (如果有的話)。這些條款亦適用於本軟體的

- updates, 任何
- supplements, and Microsoft 更新、

- Internet-based services
補充程式、網際網路

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to Licensor.

服務，除非這些軟體項目附有其他條款。此時，則以其他條款為優先。Microsoft Corporation 或其某家關係企業 (統稱「Microsoft」) 已將軟體授權給授權人。

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE PLACE OF PURCHASE FOR A REFUND OR CREDIT.

使用軟體，即表示您接受下列條款。如果您不接受條款，則請勿使用軟體，並請將軟體退回購買處以取得退款或退費。

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

下列條款優先於軟體內可能含有之任何電子版條款。如果軟體內所含任何條款與下列條款牴觸，則以下列條款為準。

1. OVERVIEW.

總覽

a. Software. The software includes

軟體。軟體包括：

- server software; and
伺服器軟體；以及
- additional software that may only be used with the server software directly, or indirectly through other additional software.
僅能直接搭配伺服器軟體使用之額外軟體，或間接透過其他額外軟體使用之額外軟體。

b. License Model. The software is licensed based on

授權模式。軟體授權之基準為：

- the number of physical and virtual processors used by operating system environments in which you run instances of the server software.
執行伺服器軟體執行個體所在之作業系統環境，所使用之實體及虛擬處理器數。

c. Licensing Terminology.

授權用語

- **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.
執行個體。執行軟體的設定或安裝程序時，即會建立軟體之「執行個體」。此外，亦可透過複製現有執行個體來建立軟體之執行個體。本合約所提及之「軟體」即包括軟體之「執行個體」。
- **Run an Instance.** You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
執行執行個體。將軟體載入記憶體並執行其一或多項指令，即可「執行軟體的執行個體」。只要一開始執行執行個體，不論系統是否繼續執行其指令，皆視為持續執行該執行個體，直到將其移出記憶體為止。
- **Operating System Environment.** An "operating system environment" is
作業系統環境。「作業系統環境」係指：
 - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
作業系統執行個體的全部或部分，或虛擬 (或以其他方式模擬之) 作業系統執行個體的全部或部分，構成單獨機器身分 (主要電腦名稱或類似的唯一識別碼) 或單獨管理權限者，以及
 - instances of applications, if any, configured to run on the operating system instance or parts identified above.
經過設定而執行於上述作業系統執行個體或其部分上的應用程式執行個體 (如果有的話)。

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

作業系統環境共分兩種，包括實體環境或虛擬環境。實體作業系統環境係經設定為直接執行於實體硬體系統上。用來執行硬體虛擬軟體 (例如 Microsoft Virtual Server 或類似技術) 或用來提供硬體虛擬服務 (例如 Microsoft 虛擬技術或類似技術) 的作業系統執行個體，亦視為實體作業系統環境的一部分。虛擬作業系統環境係經設定為執行於虛擬 (或以其他方式模擬之) 硬體系統上。實體硬體系統可能具有下列其中一種環境，或兩種皆有：

- one physical operating system environment
一個實體作業系統環境

- one or more virtual operating system environments.
一或多個虛擬作業系統環境。
- **Server.** A “server” is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
伺服器。「伺服器」係指能夠執行伺服器軟體的實體硬體系統。硬體分割區或刀鋒應視為單獨的實體硬體系統。
- **Physical and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
實體與虛擬處理器。實體處理器係指實體硬體系統中的處理器。實體作業系統環境皆使用實體處理器。虛擬處理器係指虛擬 (或以其他方式模擬之) 硬體系統中之處理器。虛擬作業系統環境皆使用虛擬處理器。每個虛擬處理器所具有之執行緒數及核心數, 應視為與主機實體硬體系統上每個實體處理器所具有之執行緒數及核心數相同。
- **Assigning a License.** To “assign a license” means simply to designate that license to one server.
指派授權。若要「指派授權」, 只需將該授權指派給某台伺服器即可。

2. USE RIGHTS.

使用權利

- Licensing a Server.** Before you run instances of the server software on a server, you must determine the required number of software licenses and assign those licenses to that server as described below.
針對伺服器進行授權。在伺服器上執行伺服器軟體的執行個體之前, 您必須判斷所需的軟體授權數, 並依以下方式將這些授權指派給該伺服器。
 - Determining the Number of Licenses Required.** You must first determine the number of software licenses you need. The total number of software licenses required for a server equals the sum of the software licenses required under (A) and (B) below.
判斷所需的授權數。首先您必須判斷所需的軟體授權數。一台伺服器所需的總軟體授權數等於以下 (A) 和 (B) 情形所需的軟體授權數總和。
 - To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.
若要在伺服器的實體作業系統環境中執行伺服器軟體的執行個體, 實體作業系統環境所使用的每個實體處理器都需要一份軟體授權。
 - To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.
若要在伺服器的虛擬作業系統環境中執行伺服器軟體的執行個體, 每個虛擬作業系統環境所使用的每個虛擬處理器都需要一份軟體授權。如果某個虛擬作業系統環境只使用一個虛擬處理器的部分資源, 該部分仍計為一整個虛擬處理器。
- Assigning the Required Number of Licenses to the Server.**
將所需數量的授權指派給伺服器
 - After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
判斷伺服器所需的軟體授權數後, 您必須將該數量的軟體授權指派給該伺服器, 而該伺服器即成為這些所有授權的授權伺服器。您不得將同一份授權指派給多台伺服器。硬體分割區或刀鋒應視為單獨的伺服器。
 - You may reassign the software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
指派軟體授權之後, 必須過 90 天才能重新將該授權指派給別的伺服器。不過, 若您因硬體永久故障而汰換授權伺服器, 則您可提早重新指派軟體授權。重新指派授權後, 獲得指派的伺服器就成為該授權的新授權伺服器。
- Running Instances of the Server Software.** For each server to which you have assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.
執行伺服器軟體的執行個體。對於您已指派所需軟體授權數的每台伺服器, 您可以在該授權伺服器的實體及虛擬作業系統環境中同時執行不限數量的伺服器軟體執行個體。不過, 這些作業系統環境所使用的實體和虛擬處理器總數, 不得超過指派給該伺服器的軟體授權數。
- Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.
執行額外軟體的執行個體。只要您僅使用下列額外軟體搭配由授權人或其代表交付的整合軟體統包應用程式或應用程式套件 (以下稱「統一解決方案」), 即可在任意數量裝置上的實體或虛擬作業系統環境中, 執行或以其他方式使用任意數量的額外軟體執行個體。您只能搭配伺服器軟體直接使用額外軟體, 或透過其他額外軟體間接使用額外軟體。

- Business Intelligence Development Studio
Business Intelligence Development Studio

- Client Tools Backward Compatibility
Client Tools Backward Compatibility
- Client Tools Connectivity
Client Tools Connectivity
- Client Tools Software Development Kit
Client Tools Software Development Kit
- Management Studio
Management Studio
- Microsoft Sync Framework
Microsoft Sync Framework
- SQL Server 2008 Books Online
SQL Server 2008 Books Online

e. **Runtime-Restricted Use Software.** The software is “Runtime-Restricted Use” software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

執行階段受限使用軟體。 所謂的「執行階段受限使用」軟體僅能用來在統一解決方案中執行統一解決方案。此類軟體不得用於 (i) 開發任何新的軟體應用程式，(ii) 與不包含於統一解決方案之任何軟體應用程式、資料庫或表格搭配使用，及/或 (iii) 使用為單獨的軟體應用程式。不過，前述條款並不禁止您使用工具以從現有之表格執行查詢或報告。

f. **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.

在您的伺服器或儲存媒體上建立及儲存執行個體。 對於您取得的每份軟體授權，您擁有下列額外權利。

- You may create any number of instances of the server software and additional software.
您可以建立任意數量的伺服器軟體及額外軟體執行個體。
- You may store instances of the server software and additional software on any of your servers or storage media.
您可以在任何伺服器或儲存媒體上儲存伺服器軟體及額外軟體的執行個體。
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您只能為下列目的建立和儲存伺服器軟體及額外軟體的執行個體：根據任何所述軟體授權，行使執行伺服器軟體執行個體的權利 (例如，您不得將執行個體散佈給第三方)。

g. **No Client Access Licenses (CALs) Required for Access.** You do not need CALs for the other devices to access your instances of the server software.

不需「使用者端存取授權 (CAL)」即可進行存取。 您不需要具備其他裝置的 CAL，即可存取您的伺服器軟體執行個體。

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

額外授權要求及/或使用權利

a. **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

執行個體上限。 軟體或您的硬體可能會限制可在伺服器之實體或虛擬作業系統環境中執行的伺服器軟體執行個體數。

b. **Multiplexing.** Hardware or software you use to

多路傳輸。 您用來進行下列用途的硬體或軟體：

- pool connections,
集合連線、
- reroute information, and
將資訊重新傳送，以及
- reduce the number of devices or users that directly access or use the software, or
減少直接存取或使用軟體之裝置或使用者數，或者
- reduce the number of devices or users the software directly manages,
減少軟體直接管理之裝置數或使用者數，

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

(有時稱為「多路傳輸」或「集合」)，並不會減少您所需的任何種類授權。

c. **Included Microsoft Programs.** The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

所含的 Microsoft 程式。 軟體含有其他 Microsoft 程式，這些程式的授權條款亦適用於您使用這些程式的情形。

d. **No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

不得分割伺服器軟體。除經明確允許外，您不得分割伺服器軟體用於單一授權下的多個作業系統環境，即使這些作業系統環境位於同一個實體硬體系統上亦然。

e. **Fail-over Server.** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. The number of processors used in that separate operating system environment must not exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

容錯轉移伺服器。對於您執行伺服器軟體執行個體所在的任何作業系統環境，您最多可在另一個作業系統環境中執行相同數量的被動容錯轉移執行個體，以備暫時支援之需。該另一作業系統環境中所用的處理器數，不得超過作用中執行個體所在對應作業系統環境中所用的處理器數。您可以在非授權伺服器上執行被動容錯轉移執行個體。

4. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

網際網路服務。Microsoft 提供搭配軟體的網際網路服務，但該公司可能隨時變更或取消這些服務。

5. **MICROSOFT .NET FRAMEWORK AND POWERSHELL SOFTWARE.** The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.

MICROSOFT .NET FRAMEWORK 與 POWERSHELL 軟體。軟體含有 Microsoft .NET Framework 與 PowerShell 軟體，這些軟體元件皆為 Windows 的組成部分。

6. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.

基準測試。貴使用者必須事先取得 Microsoft 之書面核准，方能向第三方透露任何軟體基準測試的結果。然而，這點並不適用於 Windows 元件。Microsoft .NET Framework 相關事項詳下。

7. **MICROSOFT .NET FRAMEWORK.** The software includes one or more components of the .NET Framework (“.NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

MICROSOFT .NET FRAMEWORK。軟體包含一或多項 .NET Framework 元件（以下稱「.NET 元件」）。您可針對這些元件執行內部基準測試，並且只要遵守以下網址所載條件，您即得揭露針對這些元件進行任何基準測試之結果：<http://go.microsoft.com/fwlink/?LinkID=66406>。儘管您可能與 Microsoft 訂有任何其他合約，若您揭露此類基準測試結果，則對於 Microsoft 針對您與適用 .NET 元件競爭之產品執行之基準測試，Microsoft 亦將有權揭露此類基準測試之結果（前提是 Microsoft 亦遵守載於 <http://go.microsoft.com/fwlink/?LinkID=66406> 之條件）。

8. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights.

授權範圍。軟體係經授權使用，而非販售賣斷。本合約僅提供貴使用者使用軟體之權利。授權人與 Microsoft 保留所有其他權利。除非適用法律授予您此項限制以外的更多權利，否則您僅得在此合約明文允許的範疇下使用此軟體。在使用上，您必須遵守任何軟體的技術限制，這些限制僅允許您以特定方式使用軟體。如需更多資訊，請參閱 www.microsoft.com/licensing/userights。

You may not

您不得

- work around any technical limitations in the software;
設法規避軟體內的任何技術限制；
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
進行還原工程、解譯或反向組譯軟體，除非（且僅限於）適用法律明文許可時，則不在此限。
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
製作超過本合約規定之軟體副本數量，或此項限制以外適用法律所允許之副本數量；
- publish the software for others to copy;
公開此軟體供他人複製；
- rent, lease or lend the software; or
出租、租借、或出借此軟體；或
- use the software for commercial software hosting services.
使用此軟體來商業軟體託管服務。

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

在任何裝置上使用此軟體的權利，並不授予貴使用者在存取該裝置之軟體或裝置中建置 Microsoft 專利或其他智慧財產權之權利。

9. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.

備份副本。您得製作一份軟體媒體的備份副本。您僅得使用該備份副本來建立軟體的執行個體。

- 10. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
文件。 有權存取您電腦或內部網路的任何人員，皆得複製文件並用於您內部的參考用途。
- 11. NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”
不得轉售軟體。 您不得販售標示為「NFR」或「不得轉售」之軟體。
- 12. ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
校園版軟體。 您必須具有「合格教育使用者」身分，才能使用標示為「校園版」或「AE」的軟體。如果您不確定自己是否屬於「合格教育使用者」，請參見 www.microsoft.com/education 或洽詢負責貴國/地區的 Microsoft 關係企業。
- 13. Transfer to Another Device.** You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.
轉移至其他裝置。 您僅得為統一解決方案之用而將軟體解除安裝並安裝在其他裝置上。禁止在不同裝置上重複使用這份授權來減少所需的授權數。
- 14. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.
移轉至第三方。 當軟體僅屬於由授權人或其代表交付給您的統一解決方案時，在轉移該統一解決方案的過程中，軟體的初位使用者得將軟體、本合約及 CAL 直接轉移給其他終端使用者。該終端使用者必須先同意本合約適用於轉移之行為及使用軟體之行為，之後才能進行轉移。除非初位使用者亦保有軟體的其他授權，否則不得保留軟體的任何執行個體。
- 15. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
出口限制。 軟體須遵守美國出口法律及法規。您必須遵守適用於軟體的所有國內及國際出口法律及法規。這些法律包含對出口目的地、終端使用者及終端用途之限制。如需更多資訊，請參閱 www.microsoft.com/exporting。
- 16. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.
完整合意。 本合約，以及補充程式、更新及您所使用網際網路服務之條款，構成針對軟體的完整合約。
- 17. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
法律效力。 本合約說明特定法律權利。您可能依貴州或貴國/地區法律享有其他權利，此外亦可能對將軟體授權予您的授權人享有權利。倘若貴州或貴國/地區不允許本合約變更您依當地法律享有之權利，本合約即服從當地法律。
- 18. NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**
不容錯。本軟體並不容錯。 授權人已自行決定軟體在授權予貴使用者之整合軟體應用程式或應用程式套件中的使用方式，且 Microsoft 依賴授權人執行充足的測試以確定軟體適合此類用途。
- 19. NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**
Microsoft 不提供保固。您同意若獲得與 (A) 本軟體，或 (B) 您取得本軟體的所屬軟體應用程式或應用程式套件相關的任何保固時，這些保固均由授權人獨立提供，並非來自 Microsoft，也不約束 Microsoft。
- 20. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).**
Microsoft 無特定損害賠償責任。於適用法律允許之最大範圍內，Microsoft 均不負擔因使用或執行本軟體或您取得本軟體的所屬軟體應用程式或應用程式套件所引起或與其相關的任何間接性、特殊性、衍生性或附隨性之損害，包括但不限於政府課處之罰金。不論任何救濟方法是否未達其根本目的，此限制仍適用。於任何情況下，Microsoft 之賠償金額最高概以二百五十美元 (US\$250.00) 為限。

Microsoft and SQL Server are registered trademarks of Microsoft Corporation in the United States and/or other countries.

Microsoft 和 SQL Server 為 Microsoft Corporation 在美國及/或其他國家/地區的註冊商標。

Microsoft® SQL Server™ 2008, Standard Edition (Server CAL Runtime) Software

Microsoft® SQL Server™ 2008 (標準版) (Server CAL Runtime) 軟體

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software ("Licensor") and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

下列授權條款為您取得之 Microsoft 軟體隨附之軟體應用程式或應用程式套件之授權人 (以下稱「授權人」) 與您締結之合約, 敬請詳閱。這些條款適用於上述軟體, 包括您所收到的軟體儲存媒體 (如果有的話)。這些條款亦適用於本軟體的

- updates,
任何
- supplements, and
Microsoft 更新、
- Internet-based services
補充程式、網際網路

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to Licensor.

服務, 除非這些軟體項目附有其他條款。此時, 則以其他條款為優先。Microsoft Corporation 或其某家關係企業 (統稱「Microsoft」) 已將軟體授權給授權人

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE PLACE OF PURCHASE FOR A REFUND OR CREDIT.

使用軟體, 即表示您接受下列條款。如果您不接受條款, 則請勿使用軟體, 並請將軟體退回購買處以取得退款或退費。

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

下列條款優先於軟體內可能含有之任何電子版條款。如果軟體內所含任何條款與下列條款牴觸, 則以下列條款為準。

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SOFTWARE LICENSE YOU ACQUIRE.

如果您遵守下列授權條款, 則對於您取得的每份軟體授權, 您擁有下列額外權利。

1. OVERVIEW.

總覽

a. Software. The software includes

軟體。軟體包括：

- server software; and
伺服器軟體；以及
- additional software that may only be used with the server software directly, or indirectly through other additional software.
僅能直接搭配伺服器軟體使用之額外軟體, 或間接透過其他額外軟體使用之額外軟體。

b. License Model. The software is licensed based on

授權模式。軟體授權之基準為：

- the number of instances of server software that you run; and
您執行的伺服器軟體執行個體數；以及
- the number of devices and users that access instances of server software.
存取伺服器軟體執行個體之裝置數與使用者數。

c. Licensing Terminology.

授權用語

- **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.
執行個體。執行軟體的設定或安裝程序時, 即會建立軟體之「執行個體」。此外, 亦可透過複製現有執行個體來建立軟體之執行個體。本合約所提及之「軟體」即包括軟體之「執行個體」。
- **Run an Instance.** You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
執行執行個體。將軟體載入記憶體並執行其一或多項指令, 即可「執行軟體的執行個體」。只要一開始執行執行個體, 不論系統是否繼續執行其指令, 皆視為持續執行該執行個體, 直到將其移出記憶體為止。
- **Operating System Environment.** An "operating system environment" is
作業系統環境。「作業系統環境」係指：
 - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
作業系統執行個體的全部或部分, 或虛擬 (或以其他方式模擬之) 作業系統執行個體的全部或部分, 構成單獨機器身分 (主要電腦名稱或類似的唯一識別碼) 或單獨管理權限者, 以及
 - instances of applications, if any, configured to run on the operating system instance or parts identified above.
經過設定而執行於上述作業系統執行個體或其部分上的應用程式執行個體 (如果有的話)。

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual

Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

作業系統環境共分兩種，包括實體環境或虛擬環境。實體作業系統環境係經設定為直接執行於實體硬體系統上。用來執行硬體虛擬軟體 (例如 Microsoft Virtual Server 或類似技術) 或用來提供硬體虛擬服務 (例如 Microsoft 虛擬技術或類似技術) 的作業系統執行個體，亦視為實體作業系統環境的一部分。虛擬作業系統環境係經設定為執行於虛擬 (或以其他方式模擬之) 硬體系統上。實體硬體系統可能具有下列其中一種環境，或兩種皆有：

- one physical operating system environment
一個實體作業系統環境
 - one or more virtual operating system environments.
一或多個虛擬作業系統環境。
- **Server.** A “server” is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- 伺服器。**「伺服器」係指能夠執行伺服器軟體的實體硬體系統。硬體分割區或刀鋒應視為單獨的實體硬體系統。
- **Assigning a License.** To “assign a license” means simply to designate that license to one device or user.
指派授權。若要「指派授權」，只需將該授權指派給某台裝置或使用者即可。

2. USE RIGHTS.

使用權利

a. Assigning the License to the Server.

將授權指派給伺服器

- i. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
根據軟體授權執行伺服器軟體的任何執行個體之前，您必須將該授權指派給您的某台伺服器。而該伺服器即成為該特定授權的授權伺服器。您可將其他軟體授權指派給同一台伺服器，但不得將同一份授權指派給多台伺服器。硬體分割區或刀鋒應視為單獨的伺服器。

- ii. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

指派軟體授權之後，必須過 90 天才能重新將該授權指派給別的伺服器。不過，若您因硬體永久故障而汰換授權伺服器，則您可提早重新指派軟體授權。重新指派授權後，獲得指派的伺服器就成為該授權的新授權伺服器。

- b. **Running Instances of the Server Software.** You may run any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time.

執行伺服器軟體的執行個體。您可以在授權伺服器的一個實體及虛擬作業系統環境中同時執行不限數量的伺服器軟體執行個體。

- c. **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices solely to support your use of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.

執行額外軟體的執行個體。您只有在支援使用下列額外軟體搭配由授權人或其代表交付的整合軟體統包應用程式或應用程式套件 (以下稱「統一解決方案」) 時，才能在任意數量裝置上的實體或虛擬作業系統環境中，執行或以其他方式使用任意數量的額外軟體執行個體。您只能搭配伺服器軟體直接使用額外軟體，或透過其他額外軟體間接使用額外軟體。

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools Software Development Kit
- Management Studio
- Microsoft Sync Framework
- SQL Server 2008 Books Online

- d. **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.

在您的伺服器或儲存媒體上建立及儲存執行個體。對於您取得的每份軟體授權，您擁有下列額外權利。

- You may create any number of instances of the server software and additional software.
您可以建立任意數量的伺服器軟體及額外軟體執行個體。
- You may store instances of the server software and additional software on any of your servers or storage media.
您可以在任何伺服器或儲存媒體上儲存伺服器軟體及額外軟體的執行個體。
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您只能為下列目的建立和儲存伺服器軟體及額外軟體的執行個體：根據任何所述軟體授權，行使執行伺服器軟體執行個體的權利 (例如，您不得將執行個體散佈給第三方)。

- e. **Included Microsoft Programs. The software contains other Microsoft programs.** The license terms with those programs apply to your use of them.

所含的 Microsoft 程式。軟體含有其他 Microsoft 程式，這些程式的授權條款亦適用於您使用這些程式的情形。

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

額外授權要求及/或使用權利

a. Client Access Licenses (CALs).

使用者端存取授權 (CAL)

- i. You must acquire and assign a SQL Server 2008 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

對於直接或間接存取您伺服器軟體執行個體的每台裝置或每個使用者，您必須取得並指派 SQL Server 2008 CAL。硬體分割區或刀鋒應視為單獨的裝置。

- You may not access instances of the server software under Workgroup Edition CALs.
您不得根據工作群組版同時存取授權 (CAL) 存取伺服器軟體的執行個體。
- You may use your Windows Small Business Server ("SBS") 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an SBS 2008 domain.
您可使用 Windows Small Business Server (以下稱「SBS」) 2008 CAL Suite for Premium 使用者或裝置取代 SQL Server 2008 CAL，來在 SBS 2008 網域中存取您的伺服器軟體執行個體。
- You may use your Windows Essential Business Server ("EBS") 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an EBS domain.
您可使用 Windows Essential Business Server (以下稱「EBS」) 2008 CAL Suite for Premium 使用者或裝置取代 SQL Server 2008 CAL，來在 EBS 網域中存取您的伺服器軟體執行個體。
- You do not need CALs for any of your servers licensed to run instances of the server software.
您不需要具備任何所授權伺服器的 CAL，即可執行伺服器軟體的執行個體。
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
若要存取您的伺服器軟體執行個體僅供管理這些執行個體之用，您最多可免具備兩台裝置或兩位使用者的 CAL。
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
您的 CAL 可讓您存取較舊版伺服器軟體的執行個體，但無法讓您存取較新版的執行個體。如果您要存取較舊版的執行個體，您也可以使用對應於該版本的 CAL。

- ii. **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

CAL 類型。 CAL 共分裝置用及使用者用兩種。每份裝置 CAL 允許任何使用者使用一台裝置，在您的授權伺服器上存取伺服器軟體。每份使用者 CAL 允許一位使用者使用任何裝置，在您的授權伺服器上存取伺服器軟體。您可合併使用裝置 CAL 和使用者 CAL。

- iii. **Reassignment of CALs.** You may

重新指派 CAL。您得

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
將裝置 CAL 從一台裝置永久重新指派給另一台裝置，將您的使用者 CAL 從某位使用者永久指派給另一位使用者；或
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
當原授權裝置停用時，暫時將您的裝置 CAL 重新指派給借用裝置，或於使用者缺席時，將您的使用者 CAL 重新指派給暫代員工。

- b. **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the unified solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.

執行階段受限使用軟體。 所謂的「執行階段受限使用」軟體僅能用來搭配統一解決方案。此類軟體不得用於 (i) 開發任何新的軟體應用程式，(ii) 與不包含於統一解決方案之任何軟體應用程式、資料庫或表格搭配使用，及/或 (iii) 使用為單獨的軟體應用程式。不過，前述條款並不禁止您使用工具以從現有之表格執行查詢或報告。CAL 僅允許您存取 (依照本合約其他條款隨同統一解決方案授權並交付給您的)「執行階段受限使用」版本伺服器軟體。

- c. **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

執行個體上限。 軟體或您的硬體可能會限制可在伺服器之實體或虛擬作業系統環境中執行的伺服器軟體執行個體數。

- d. **Multiplexing.** Hardware or software you use to

多路傳輸。 您用來進行下列用途的硬體或軟體：

- pool connections, 集合連線。
- reroute information, and 將資訊重新傳送, 以及
- reduce the number of devices or users that directly access or use the software, or 減少直接存取或使用軟體之裝置或使用者數, 或者
- reduce the number of devices or users the software directly manages. 減少軟體直接管理之裝置數或使用者數,

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need. (有時稱為「多路傳輸」或「集合」), 並不會減少您所需的任何種類授權。

- e. **No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

不得分割伺服器軟體。 除經明確允許外, 您不得分割伺服器軟體用於單一授權下的多個作業系統環境, 即使這些作業系統環境位於同一個實體硬體系統上亦然。

- f. **Fail-over Server.** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. You may run the passive fail-over instances on a server other than the licensed server.

容錯移轉伺服器。 對於您執行伺服器軟體執行個體所在的任何作業系統環境, 您最多可在另一個作業系統環境中執行相同數量的被動容錯移轉執行個體, 以備暫時支援之需。您可以在非授權伺服器上執行被動容錯移轉執行個體。

4. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

網際網路服務。 Microsoft 提供搭配軟體的網際網路服務, 但該公司可能隨時變更或取消這些服務。

5. **NET FRAMEWORK AND POWERSHELL SOFTWARE.** The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.

.NET FRAMEWORK 與 POWERSHELL 軟體。 軟體含有 Microsoft .NET Framework 與 PowerShell 軟體, 這些軟體元件皆為 Windows 的組成部分。

6. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.

基準測試。 貴使用者必須事先取得 Microsoft 之書面核准, 方能向第三方透露任何軟體基準測試的結果。然而, 這點並不適用於 Windows 元件。Microsoft .NET Framework 相關事項詳下。

7. **MICROSOFT .NET FRAMEWORK.** The software includes one or more components of the .NET Framework (“.NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

MICROSOFT .NET FRAMEWORK. 軟體包含一或多項 .NET Framework 元件 (以下稱「.NET 元件」)。您可針對這些元件執行內部基準測試, 並且只要遵守以下網址所載條件, 您即得揭露針對這些元件進行任何基準測試之結果: <http://go.microsoft.com/fwlink/?LinkID=66406>。儘管您可能與 Microsoft 訂有任何其他合約, 若您揭露此類基準測試結果, 則對於 Microsoft 針對您與適用 .NET 元件競爭之產品執行之基準測試, Microsoft 亦將有權揭露此類基準測試之結果 (前提是 Microsoft 亦遵守載於 <http://go.microsoft.com/fwlink/?LinkID=66406> 之條件)。

8. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights. You may not

授權範圍。 軟體係經授權使用, 而非販售賣斷。本合約僅提供貴使用者使用軟體之權利。授權人與 Microsoft 保留所有其他權利。除非適用法律授予您此項限制以外的更多權利, 否則您僅得在此合約明文允許的範疇下使用此軟體。在使用上, 您必須遵守任何軟體的技術限制, 這些限制僅允許您以特定方式使用軟體。如需更多資訊, 請參閱 www.microsoft.com/licensing/userights。您不得

- work around any technical limitations in the software; 設法規避軟體內的任何技術限制;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation; 進行還原工程、解譯或反向組譯軟體, 除非 (且僅限於) 適用法律明文許可時, 則不在此限。
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation; 製作超過本合約規定之軟體副本數量, 或此項限制以外適用法律所允許之副本數量;
- publish the software for others to copy; 公開此軟體供他人複製;
- rent, lease or lend the software; or 出租、租借、或出借此軟體; 或

- use the software for commercial software hosting services.
使用此軟體來商業軟體託管服務。

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

在任何裝置上使用此軟體的權利，並不授予貴使用者在存取該裝置之軟體或裝置中建置 Microsoft 專利或其他智慧財產權之權利。

- 9. BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
備份副本。 您得製作一份軟體媒體的備份副本。您僅得使用該備份副本來建立軟體的執行個體。
- 10. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
文件。 有權存取您電腦或內部網路的任何人員，皆得複製文件並用於您內部的參考用途。
- 11. NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”
不得轉售軟體。 您不得販售標示為「NFR」或「不得轉售」之軟體。
- 12. ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
校園版軟體。 您必須具有「合格教育使用者」身分，才能使用標示為「校園版」或「AE」的軟體。如果您不確定自己是否屬於「合格教育使用者」，請參見 www.microsoft.com/education 或洽詢負責貴國/地區的 Microsoft 關係企業。
- 13. Transfer to Another Device.** You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.
轉移至其他裝置。 您僅得為統一解決方案之用而將軟體解除安裝並安裝在其他裝置上。禁止在不同裝置上重複使用這份授權來減少所需的授權數。
- 14. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.
移轉至第三方。 當軟體僅屬於由授權人或其代表交付給您的統一解決方案時，在轉移該統一解決方案的過程中，軟體的初位使用者得將軟體、本合約及 CAL 直接轉移給其他終端使用者。該終端使用者必須先同意本合約適用於轉移之行為及使用軟體之行為，之後才能進行轉移。除非初位使用者亦保有軟體的其他授權，否則不得保留軟體的任何執行個體。
- 15. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
出口限制。 軟體須遵守美國出口法律及法規。您必須遵守適用於軟體的所有國內及國際出口法律及法規。這些法律包含對出口目的地、終端使用者及終端用途之限制。如需更多資訊，請參閱 www.microsoft.com/exporting。
- 16. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.
完整合意。 本合約，以及補充程式、更新及您所使用網際網路服務之條款，構成針對軟體的完整合約。
- 17. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
法律效力。 本合約說明特定法律權利。您可能依貴州或貴國/地區法律享有其他權利，此外亦可能對將軟體授權予您的授權人享有權利。倘若貴州或貴國/地區不允許本合約變更您依當地法律享有之權利，本合約即服從當地法律。
- 18. NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**
不容錯。 本軟體並不容錯。授權人已自行決定軟體在授權予貴使用者之整合軟體應用程式或應用程式套件中的使用方式，且 Microsoft 依賴授權人執行充足的測試以確定軟體適合此類用途。
- 19. NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**
Microsoft 不提供保固。您同意若獲得與 (A) 本軟體，或 (B) 您取得本軟體的所屬軟體應用程式或應用程式套件相關的任何保固時，這些保固均由授權人獨立提供，並非來自 Microsoft，也不約束 Microsoft。
- 20. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).**
Microsoft 無特定損害賠償責任。於適用法律允許之最大範圍內，Microsoft 均不負擔因使用或執行本軟體或您取得本軟體的所屬軟體應用程式或應

用程式套件所引起或與其相關的任何間接性、特殊性、衍生性或附隨性之損害，包括但不限於政府課處之罰金。不論任何救濟方法是否未達其根本目的，此限制仍適用。於任何情況下，Microsoft 之賠償金額最高概以二百五十美元 (US\$250.00) 為限。

Microsoft and SQL Server are registered trademarks of Microsoft Corporation in the United States and/or other countries.
Microsoft 和 SQL Server 為 Microsoft Corporation 在美國及/或其他國家/地區的註冊商標。

Microsoft® SQL Server™ 2012, Standard Edition (Server CAL Runtime) Software Microsoft® SQL Server™ 2012 (標準版) (Server CAL Runtime) 軟體

OVERVIEW

總覽

1.1 Software. The software includes

軟體。軟體包括：

- server software, and
伺服器軟體，以及
- additional software that may only be used with the server software directly, or indirectly through other additional software.
僅能直接搭配伺服器軟體使用之額外軟體，或間接透過其他額外軟體使用之額外軟體。

1.2 License Model. The software is licensed based on either the:

授權模式。軟體授權之基準為：

- **Core License Model** – the number of physical and/or virtual cores in the server; or
核心授權模式 – 伺服器中的實體及/或虛擬核心數；或
- **Server + Client** – the number of instances of server software that you run, and the number of devices and users that access instances of server software.
伺服器 + 使用者端 – 執行的伺服器軟體執行個體數，以及存取伺服器軟體執行個體之裝置數與使用者數。

1.3 Licensing Terminology.

授權用語

- **Instance.** You create an “instance” of the software by executing the software’s setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the “software” in this agreement include “instances” of the software.
執行個體。 執行軟體的設定或安裝程序時，即會建立軟體之「執行個體」。此外，亦可透過複製現有執行個體來建立軟體之執行個體。本合約所提及之「軟體」即包括軟體之「執行個體」。
- **Run an Instance.** You “run an instance” of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
執行執行個體。 將軟體載入記憶體並執行其一或多項指令，即可「執行軟體的執行個體」。只要一開始執行執行個體，不論系統是否繼續執行其指令，皆視為持續執行該執行個體，直到將其移出記憶體為止。
- **Operating System Environment (“OSE”).** An “operating system environment” or “OSE” is
作業系統環境 (以下稱「OSE」)。「作業系統環境」或「OSE」係指：
 - (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
作業系統執行個體的全部或部分，或虛擬 (或以其他方式模擬之) 作業系統執行個體的全部或部分，構成單獨機器身分 (主要電腦名稱或類似的唯一識別碼) 或單獨管理權限者，以及
 - (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above.
經過設定而執行於上述作業系統執行個體或其部分上的應用程式執行個體 (如果有的話)。

A physical hardware system can have either or both of the following:

實體硬體系統可能具有下列其中一種環境，或兩種皆有：

- one physical operating system environment;
一個實體作業系統環境；
- one or more virtual operating system environments.
一或多個虛擬作業系統環境。

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

實體作業系統環境係經設定為直接執行於實體硬體系統上。用來執行硬體虛擬軟體或用來提供硬體虛擬服務 (例如 Microsoft 虛擬技術或類似技術) 的作業系統執行個體，亦視為實體作業系統環境的一部分。

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

虛擬作業系統環境係經設定為執行於虛擬 (或以其他方式模擬之) 硬體系統上。

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
伺服器。「伺服器」係指能夠執行伺服器軟體的實體硬體系統。硬體分割區或刀鋒應視為單獨的實體硬體系統。
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
實體核心。實體核心係指實體處理器中的核心。實體處理器包括一個或多個實體核心。
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
硬體執行緒。實體執行緒係指實體處理器中的實體核心或超執行緒。
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
虛擬核心。虛擬核心係指虛擬 (或以其他方式模擬之) 硬體系統中之處理能力單位。虛擬核心係指一個或多個硬體執行緒之虛擬表示形式。虛擬 OSE 使用一個或多個虛擬核心。
- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.
指派授權。指派授權係依以下方式將該授權指派給伺服器、裝置或使用者。
- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.
核心因子。核心因子係指與特定實體處理器相關的數值，用於判斷授權伺服器上所有實體核心所需的授權數。

USE RIGHTS FOR CORE LICENSE MODEL.

核心授權模式的使用權利。

2.1 Licensing a Server. Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

針對伺服器進行授權。在伺服器上執行伺服器軟體的執行個體之前，您必須判斷所需的軟體授權數，並依以下方式將這些授權指派給該伺服器。

2.2 Determining the Number of Licenses Required. You have two license options:

判斷所需的授權數。您有兩個授權選項：

(a) **Physical Cores on a Server.** You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at <http://go.microsoft.com/fwlink/?LinkID=229882>.

伺服器上的實體核心。您可依據伺服器上的所有實體核心進行授權。如果您選擇此選項，則所需的授權數等於伺服器上的實體核心數與 <http://go.microsoft.com/fwlink/?LinkID=229882> 中相關核心因子之乘積。

(b) **Individual Virtual OSE.** You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

個別虛擬 OSE。您可依據執行伺服器軟體所在之伺服器內的虛擬 OSE 進行授權。如果您選擇此選項，則對於您執行伺服器軟體所在的每個虛擬 OSE，您需要的授權數等於虛擬 OSE 中之虛擬核心數，惟以每個虛擬 OSE 四份授權的最低要求為限。此外，如果任何虛擬核心在任何時候對應到多個硬體執行緒，則對應到該虛擬核心的每個附加硬體執行緒需要一份授權。這些授權按每個虛擬 OSE 四份授權的最低要求加以計算。

2.3 Assigning the Required Number of Licenses to the Server.

將所需數量的授權指派給伺服器

Initial Assignment. After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the “licensed server” for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

初始指派。判斷伺服器所需的軟體授權數後，您必須將該數量的授權指派給該伺服器。獲指派授權的該伺服器即視為此類授權的「授權伺服器」。您不得將一份授權指派給多台伺服器。硬體分割區或刀鋒應視為單獨的伺服器。

Reassignment. You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

重新指派。指派授權之後，必須過 90 天才能重新將該授權指派給別的伺服器。不過，若您因硬體永久故障而汰換獲指派授權的授權伺服器，則您可提早重新指派該授權。重新指派授權後，獲得指派的伺服器就成為該授權的新授權伺服器。

2.4 Running Instances of the Server Software. Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

執行伺服器軟體的執行個體。您執行伺服器軟體執行個體的權利取決於判斷所需軟體授權數所選之選項：

(a) **Physical Cores on a Server.** For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

伺服器上的實體核心。對於您如第 2.2(a) 條所述已指派所需授權數的每台伺服器，您可以在該授權伺服器的實體 OSE 中執行不限數量的伺服器軟體執行個體。

- (b) Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.

個別虛擬 OSE。對於您如第 2.2(b) 條所述已指派所需授權數的每個虛擬 OSE，您有權在該虛擬 OSE 中執行不限數量的軟體執行個體。

2.5 Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

執行額外軟體的執行個體。您可以在任意數量裝置的實體或虛擬 OSE 中執行或以其他方式使用下列不限數量的額外軟體執行個體。您只能搭配伺服器軟體直接使用額外軟體，或透過其他額外軟體間接使用額外軟體。

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

2.6 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

在您的伺服器或儲存媒體上建立及儲存執行個體。對於您取得的每份軟體授權，您擁有下列額外權利。

- (a) You may create any number of instances of the server software and additional software.
您可以建立任意數量的伺服器軟體及額外軟體執行個體。
- (b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在任何伺服器或儲存媒體上儲存伺服器軟體及額外軟體的執行個體。
- (c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您只能為下列目的建立和儲存伺服器軟體及額外軟體的執行個體：根據任何所述軟體授權，行使執行伺服器軟體執行個體的權利 (例如，您不得將執行個體散佈給第三方)。

2.7 No Client Access Licenses (CALs) Required for Access. Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

不需「使用者端存取授權 (CAL)」即可進行存取。根據此核心授權模式，您不需要具備使用者或裝置的 CAL，即可存取您的伺服器軟體執行個體。

USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

伺服器 + 使用者端存取授權模式的使用權利

3.1 Assigning the License to the Server.

將授權指派給伺服器

- (a) Initial Assignment. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the “licensed server” for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.
初始指派。根據軟體授權執行伺服器軟體的任何執行個體之前，您必須將該授權指派給您的某台伺服器。該伺服器即視為此類授權的「授權伺服器」。您不得將同一份授權指派給多台伺服器，但您可將其他軟體授權指派給同一台伺服器。硬體分割區或刀鋒應視為單獨的伺服器。
- (b) Reassignment. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
重新指派。指派軟體授權之後，必須過 90 天才能重新將該授權指派給別的伺服器。不過，若您因硬體永久故障而汰換授權伺服器，則您可提早重新指派軟體授權。重新指派授權後，獲得指派的伺服器就成為該授權的新授權伺服器。

3.2 Running Instances of the Server Software. For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

執行伺服器軟體的執行個體。對於您指派給伺服器的每份軟體授權，您可以在授權伺服器的一個實體及虛擬 OSE 中同時執行不限數量的伺服器軟體執行個體。

3.3 Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

執行額外軟體的執行個體。您可以在任意數量裝置的實體或虛擬 OSE 中執行或以其他方式使用下列不限數量的額外軟體執行個體。您只能搭配伺服器軟體直接使用額外軟體，或透過其他額外軟體間接使用額外軟體。

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

3.4 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

在您的伺服器或儲存媒體上建立及儲存執行個體。對於您取得的每份軟體授權，您擁有下列額外權利。

- (a) You may create any number of instances of the server software and additional software.
您可以建立任意數量的伺服器軟體及額外軟體執行個體。
- (b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在任何伺服器或儲存媒體上儲存伺服器軟體及額外軟體的執行個體。
- (c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您只能為下列目的建立和儲存伺服器軟體及額外軟體的執行個體：根據任何所述軟體授權，行使執行伺服器軟體執行個體的權利（例如，您不得將執行個體散佈給第三方）。

3.5 Client Access Licenses (CALs).

使用者端存取授權 (CAL)

(a) **Initial Assignment of CALs.** You must acquire and assign a SQL Server 2012 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

初始指派 CAL。對於直接或間接存取您伺服器軟體執行個體的每台裝置或每個使用者，您必須取得並指派 SQL Server 2012 CAL。硬體分割區或刀鋒應視為單獨的裝置。

- You do not need CALs for any of your servers licensed to run instances of the server software.
您不需要具備任何所授權伺服器的 CAL，即可執行伺服器軟體的執行個體。
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
若要存取您的伺服器軟體執行個體僅供管理這些執行個體之用，您最多可免具備兩台裝置或兩位使用者的 CAL。
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
您的 CAL 可讓您存取較舊版伺服器軟體的執行個體，但無法讓您存取較新版的執行個體。如果您要存取較舊版的執行個體，您也可以使用對應於該版本的 CAL。

(b) **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

CAL 類型。CAL 共分裝置用及使用者用兩種。每份裝置 CAL 允許任何使用者使用一台裝置，在您的授權伺服器上存取伺服器軟體。每份使用者 CAL 允許一位使用者使用任何裝置，在您的授權伺服器上存取伺服器軟體。您可合併使用裝置 CAL 和使用者 CAL。

(c) **Reassignment of CALs.** You may

重新指派 CAL。您得

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
將裝置 CAL 從一台裝置永久重新指派給另一台裝置，將您的使用者 CAL 從某位使用者永久指派給另一位使用者；或
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
當原授權裝置停用時，暫時將您的裝置 CAL 重新指派給借用裝置，或於使用者缺席時，將您的使用者 CAL 重新指派給暫代員工。

3.6 Runtime-Restricted Use Software. The software is “Runtime-Restricted Use” software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.

執行階段受限使用軟體。 所謂的「執行階段受限使用」軟體僅能用來搭配統一解決方案。此類軟體不得用於 (i) 開發任何新的軟體應用程式，(ii) 與不包含於統一解決方案之任何軟體應用程式、資料庫或表格搭配使用，及/或 (iii) 使用為單獨的軟體應用程式。不過，前述條款並不禁止您使用工具以從現有之表格執行查詢或報告。CAL 僅允許您存取 (依照本合約其他條款隨同統一解決方案授權並交付給您的)「執行階段受限使用」版本伺服器軟體。

ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

額外授權要求及/或使用權利

4.1 Alternative Versions

備選版本

The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

軟體可能包括多個版本，如 32 位元和 64 位元。對於允許建立、儲存和執行之軟體的每個執行個體，您可以使用任一版本。

4.2 Maximum Instances. The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

執行個體上限。 軟體或您的硬體可能會限制可在伺服器之實體或虛擬 OSE 中執行的伺服器軟體執行個體數。

4.3 Multiplexing. Hardware or software you use to

多路傳輸。 您用來進行下列用途的硬體或軟體：

- pool connections,
集合連線。
- reroute information, or
將資訊重新傳送，或
- reduce the number of devices or users that directly access or use the software
減少直接存取或使用軟體之裝置或使用者數

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

(有時稱為「多路傳輸」或「集合」)，並不會減少您所需的任何種類授權。

4.4 No Separation of Server Software. You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

不得分割伺服器軟體。 除經明確允許外，您不得分割伺服器軟體用於單一授權下的多個 OSE，即使這些 OSE 位於同一個實體硬體系統上亦然。

4.5 Fail-over Server. For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

容錯移轉伺服器。 對於您執行伺服器軟體執行個體所在的任何 OSE，您最多可在另一個 OSE 中執行相同數量的被動容錯移轉執行個體，以備暫時支援之需。您可以在非授權伺服器上執行被動容錯移轉執行個體。但是，如果您根據第 2.2(a) 條已取得伺服器軟體的授權，且您執行被動容錯移轉執行個體所在的 OSE 位於單獨伺服器上，則該單獨伺服器上的實體核心數不得超過授權伺服器上的實體核心數，且該伺服器中實體處理器的核心因子必須等於或小於授權伺服器中實體處理器的核心因子。如果您根據第 2.2(b) 條已取得伺服器軟體的授權，則在該單獨 OSE 中所用的硬體執行緒數不得超過作用中執行個體執行所在對應 OSE 中所用的硬體執行緒數。

4.6 SQL Server Reporting Services Map Report Item. The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the “Bing Maps APIs”). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:

SQL Server Reporting Services Map Report Item. 軟體可能包括透過 Bing Maps (或配套後續項) 應用程式發展介面 (以下稱「Bing Maps API」) 擷取地圖、影像和其他資料等內容的功能。這些功能的用途在於建立報表以顯示地圖、空照圖和混合影像頂部的資料。如果包括這些功能，則可以使用

這些功能以建立和檢視動態或靜態文件。只有搭配並透過軟體中整合的存取方法和方式才能完成此工作。您不得以任何方式複製、儲存、封存或建立透過 Bing Maps API 提供的內容資料庫。您不得將下列項目用於任何用途，即使這些項目透過 Bing Maps API 提供亦然：

- Bing Maps APIs to provide sensor based guidance/routing, or
Bing Maps API 以提供以感應器為基礎的指引/路由，或
- any Road Traffic Data or Bird's Eye Imagery (or associated metadata).
任何道路交通資料或鳥瞰影像 (或相關中繼資料)。

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969.

使用 Bing Maps API 及相關內容時，亦應受 go.microsoft.com/fwlink/?LinkId=21969 中的額外條款與條件約束。

4.7 Included Microsoft Programs. The software includes other Microsoft programs listed at <http://go.microsoft.com/fwlink/?LinkId=231864>, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.

所含的 Microsoft 程式。 軟體包含 <http://go.microsoft.com/fwlink/?LinkId=231864> 中所列的其他 Microsoft 程式，這些程式根據與其相關的條款與條件取得授權。您僅可將這些程式搭配此處取得授權的軟體使用。如果您不接受與程式相關的授權條款，則不得使用該程式。

5 INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

網際網路服務。 Microsoft 提供搭配軟體的網際網路服務，但該公司可能隨時變更或取消這些服務。

6 BENCHMARK TESTING. You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

基準測試。 貴使用者必須事先取得 Microsoft 之書面核准，方能向第三方透露任何軟體基準測試的結果。然而，這點並不適用於 Microsoft .NET Framework (請參見下文)。

7 .NET FRAMEWORK SOFTWARE. The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

.NET FRAMEWORK 軟體。 軟體含有 Microsoft .NET Framework 軟體，此軟體為 Windows 的組成部分。Windows 的授權條款適用於您使用 .NET Framework 軟體的情形

8 MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. The software includes one or more components of the .NET Framework ("NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkId=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkId=66406.

MICROSOFT .NET FRAMEWORK 基準測試。 軟體包含一或多項 .NET Framework 元件 (以下稱「.NET 元件」)。您可針對這些元件執行內部基準測試，並且只要遵守以下網址所載條件，您即可揭露針對這些元件進行任何基準測試之結果：go.microsoft.com/fwlink/?LinkId=66406。儘管您可能與 Microsoft 訂有任何其他合約，若您揭露此類基準測試結果，則對於 Microsoft 針對您與適用 .NET 元件競爭之產品執行之基準測試，Microsoft 亦將有權揭露此類基準測試之結果 (前提是 Microsoft 亦遵守載於 go.microsoft.com/fwlink/?LinkId=66406 之條件)。

9 SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not **授權範圍。** 軟體係經授權使用，而非販售賣斷。本合約僅提供貴使用者使用軟體之權利。授權人與 Microsoft 保留所有其他權利。除非適用法律授予您此項限制以外的更多權利，否則您僅得在此合約明文允許的範疇下使用此軟體。在使用上，您必須遵守任何軟體的技術限制，這些限制僅允許您以特定方式使用軟體。您不得

- work around any technical limitations in the software;
設法規避軟體內的任何技術限制；
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
進行還原工程、解譯或反向組譯軟體，除非 (且僅限於) 適用法律明文許可時，則不在此限。
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
製作超過本合約規定之軟體副本數量，或此項限制以外適用法律所允許之副本數量；
- publish the software, including any application programming interfaces included in the software, for others to copy;
公開此軟體 (包括軟體中所含的任何應用程式發展介面) 供他人複製；
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
共用或以其他方式散佈使用軟體「資料對應服務」功能所建立之文件、文字或影像；
- rent, lease or lend the software; or
出租、租借、或出借此軟體；或

- use the software for commercial software hosting services.
使用此軟體來商業軟體託管服務。

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;

您亦不得移除、最小化、阻礙或修改包括在軟體內之 Microsoft 或其提供者的任何標誌、商標、著作權、數位浮水印或其他注意事項，包括透過軟體向您提供的任何內容；

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

在任何裝置上使用此軟體的權利，並不授予貴使用者在存取該裝置之軟體或裝置中建置 Microsoft 專利或其他智慧財產權之權利。

- 10 BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
備份副本。 您得製作一份軟體媒體的備份副本。您僅得使用該備份副本來建立軟體的執行個體。
- 11 DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
文件。 有權存取您電腦或內部網路的任何人員，皆得複製文件並用於您內部的參考用途。
- 12 NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”
不得轉售軟體。 您不得販售標示為「NFR」或「不得轉售」之軟體。
- 13 ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
校園版軟體。 您必須具有「合格教育使用者」身分，才能使用標示為「校園版」或「AE」的軟體。如果您不確定自己是否屬於「合格教育使用者」，請參見 www.microsoft.com/education 或洽詢負責貴國/地區的 Microsoft 關係企業。
- 14 PROOF OF LICENSE.** If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging and may not be transferred separately. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.
授權證明。 如果您在光碟或其他媒體上取得軟體，則正版軟體的正版 Microsoft 授權證明標籤可識別授權軟體。此標籤必須出現在 Microsoft 套件上方才有效，且不得分開傳輸。如果單獨收到標籤，則屬無效。您應保留包含標籤的套件，以證明您已取得使用軟體的授權。若要識別正版 Microsoft 軟體，請參閱 www.howtotell.com。
- 15 TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.
移轉至第三方。 當軟體僅屬於由授權人或其代表交付給您的整合軟體統包應用程式或應用程式套件（以下稱「統一解決方案」）時，在轉移該統一解決方案的過程中，軟體的初位使用者得將軟體及本合約直接轉移給其他終端使用者。該終端使用者必須先同意本合約適用於轉移之行為及使用軟體之行為，之後才能進行轉移。轉移必須包括軟體和授權證明標籤。除非初位使用者亦保有軟體的其他授權，否則不得保留軟體的任何執行個體。
- 16 EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
出口限制。 軟體須遵守美國出口法律及法規。您必須遵守適用於軟體的所有國內及國際出口法律及法規。這些法律包含對出口目的地、終端使用者及終端用途之限制。如需更多資訊，請參閱 www.microsoft.com/exporting。
- 17 ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.
完整合意。 本合約以及補充程式、更新及您所使用網際網路服務之條款，構成針對軟體的完整合約。
- 18 LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
法律效力。 本合約說明特定法律權利。您可能依貴州或貴國/地區法律享有其他權利，此外亦可能對將軟體授權予您的授權人享有權利。倘若貴州或貴國/地區不允許本合約變更您依當地法律享有之權利，本合約即服從當地法律。
- 19 NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**
不容錯。 本軟體並不容錯。授權人已自行決定軟體在授權予貴使用者之整合軟體應用程式或應用程式套件中的使用方式，且 Microsoft 依賴授權人執行充足的測試以確定軟體適合此類用途。
- 20 NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**

Microsoft 不提供保固。您同意若獲得與 (A) 本軟體，或 (B) 您取得本軟體的所屬軟體應用程式或應用程式套件相關的任何保固時，這些保固均由授權人獨立提供，並非來自 Microsoft，也不約束 Microsoft。

- 21 NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).

Microsoft 無特定損害賠償責任。於適用法律允許之最大範圍內，Microsoft 均不負擔因使用或執行本軟體或您取得本軟體的所屬軟體應用程式或應用程式套件所引起或與其相關的任何間接性、特殊性、衍生性或附隨性之損害，包括但不限於政府課處之罰金。不論任何救濟方法是否未達其根本目的，此限制仍適用。於任何情況下，Microsoft 之賠償金額最高概以二百五十美元 (US\$250.00) 為限。

- 22 FOR AUSTRALIA ONLY. References to “Limited Warranty” are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

僅適用於澳洲。提及的「有限保固」係指 Microsoft 提供的明示保固。除根據法律可享有的其他權利和救濟 (包括根據澳洲消費者法的法定保證享有的權利和救濟) 外，還將提供此保固。

If the Australian Consumer Law applies to your purchase, the following applies to you: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

如果澳洲消費者法適用於您的購買，則適用於以下規定：我們的貨物隨附根據澳洲消費者法無法排除的保證。您有權因重大故障更換或退款，並獲得任何其他合理可預見損失或損害的賠償。如果貨物未具有可接受的品質且故障未達到重大故障，則您亦有權修復或更換貨物。

Microsoft® SQL Server™ 2012, Standard Edition (Core-based Runtime) Software

Microsoft® SQL Server™ 2012 (標準版) (Core-based Runtime) 軟體

OVERVIEW.

總覽

- 1.1 Software. The software includes

軟體。軟體包括：

- server software, and
伺服器軟體，以及
- additional software that may only be used with the server software directly, or indirectly through other additional software.
僅能直接搭配伺服器軟體使用之額外軟體，或間接透過其他額外軟體使用之額外軟體。

- 1.2 License Model. The software is licensed based on either the:

授權模式。軟體授權之基準為：

- **Core License Model** – the number of physical and/or virtual cores in the server; or
核心授權模式 – 伺服器中的實體及/或虛擬核心數；或
- **Server + Client** – the number of instances of server software that you run, and the number of devices and users that access instances of server software.
伺服器 + 使用者端 – 執行的伺服器軟體執行個體數，以及存取伺服器軟體執行個體之裝置數與使用者數。

- 1.3 Licensing Terminology.

授權用語

- **Instance.** You create an “instance” of the software by executing the software’s setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the “software” in this agreement include “instances” of the software.
執行個體。 執行軟體的設定或安裝程序時，即會建立軟體之「執行個體」。此外，亦可透過複製現有執行個體來建立軟體之執行個體。本合約所提及之「軟體」即包括軟體之「執行個體」。
- **Run an Instance.** You “run an instance” of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
執行執行個體。 將軟體載入記憶體並執行其一或多項指令，即可「執行軟體的執行個體」。只要一開始執行執行個體，不論系統是否繼續執行其指令，皆視為持續執行該執行個體，直到將其移出記憶體為止。
- **Operating System Environment (“OSE”).** An “operating system environment” or “OSE” is
作業系統環境 (以下稱「OSE」)。 「作業系統環境」或「OSE」係指：
 - (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
作業系統執行個體的全部或部分，或虛擬 (或以其他方式模擬之) 作業系統執行個體的全部或部分，構成單獨機器身分 (主要電腦名稱或類似的唯一識別碼) 或單獨管理權限者，以及

- (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above.
經過設定而執行於上述作業系統執行個體或其部分上的應用程式執行個體 (如果有的話)。

A physical hardware system can have either or both of the following:
實體硬體系統可能具有下列其中一種環境，或兩種皆有：

- one physical operating system environment;
一個實體作業系統環境；
- one or more virtual operating system environments.
一或多個虛擬作業系統環境。

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

實體作業系統環境係經設定為直接執行於實體硬體系統上。用來執行硬體虛擬軟體或用來提供硬體虛擬服務 (例如 Microsoft 虛擬技術或類似技術) 的作業系統執行個體，亦視為實體作業系統環境的一部分。

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
虛擬作業系統環境係經設定為執行於虛擬 (或以其他方式模擬之) 硬體系統上。

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
伺服器。「伺服器」係指能夠執行伺服器軟體的實體硬體系統。硬體分割區或刀鋒應視為單獨的實體硬體系統。
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
實體核心。實體核心係指實體處理器中的核心。實體處理器包括一個或多個實體核心。
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
硬體執行緒。實體執行緒係指實體處理器中的實體核心或超執行緒。
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
虛擬核心。虛擬核心係指虛擬 (或以其他方式模擬之) 硬體系統中之處理能力單位。虛擬核心係指一個或多個硬體執行緒之虛擬表示形式。虛擬 OSE 使用一個或多個虛擬核心。
- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.
指派授權。指派授權係指依以下方式將該授權指派給伺服器、裝置或使用者。
- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.
核心因子。核心因子係指與特定實體處理器相關的數值，用於判斷授權伺服器上所有實體核心所需的授權數。

USE RIGHTS FOR CORE LICENSE MODEL.

核心授權模式的使用權利

2.1 Licensing a Server. Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

針對伺服器進行授權。在伺服器上執行伺服器軟體的執行個體之前，您必須判斷所需的軟體授權數，並依以下方式將這些授權指派給該伺服器。

2.2 Determining the Number of Licenses Required. You have two license options:

判斷所需的授權數。您有兩個授權選項：

(a) **Physical Cores on a Server.** You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at <http://go.microsoft.com/fwlink/?LinkID=229882>.

伺服器上的實體核心。您可依據伺服器上的所有實體核心進行授權。如果您選擇此選項，則所需的授權數等於伺服器上的實體核心數與 <http://go.microsoft.com/fwlink/?LinkID=229882> 中相關核心因子之乘積。

(b) **Individual Virtual OSE.** You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

個別虛擬 OSE。您可依據執行伺服器軟體所在之伺服器內的虛擬 OSE 進行授權。如果您選擇此選項，則對於您執行伺服器軟體所在的每個虛擬 OSE，您需要的授權數等於虛擬 OSE 中之虛擬核心數，惟以每個虛擬 OSE 四份授權的最低要求為限。此外，如果任何虛擬核心在任何時候對應到多個硬體執行緒，則對應到該虛擬核心的每個附加硬體執行緒需要一份授權。這些授權按每個虛擬 OSE 四份授權的最低要求加以計算。

2.3 Assigning the Required Number of Licenses to the Server.

將所需數量的授權指派給伺服器

Initial Assignment. After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the “licensed server” for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

初始指派。判斷伺服器所需的軟體授權數後，您必須將該數量的授權指派給該伺服器。獲指派授權的該伺服器即視為此類授權的「授權伺服器」。您不得將一份授權指派給多台伺服器。硬體分割區或刀鋒應視為單獨的伺服器。

Reassignment. You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

重新指派。指派授權之後，必須過 90 天才能重新將該授權指派給別的伺服器。不過，若您因硬體永久故障而汰換獲指派授權的授權伺服器，則您可提早重新指派該授權。重新指派授權後，獲得指派的伺服器就成為該授權的新授權伺服器。

2.4 Running Instances of the Server Software. Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

執行伺服器軟體的執行個體。 您執行伺服器軟體執行個體的權利取決於判斷所需軟體授權數所選之選項：

(a) Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

伺服器上的實體核心。對於您如第 2.2(a) 條所述已指派所需授權數的每台伺服器，您可以在該授權伺服器的實體 OSE 中執行不限數量的伺服器軟體執行個體。

(b) Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.

個別虛擬 OSE。對於您如第 2.2(b) 條所述已指派所需授權數的每個虛擬 OSE，您有權在該虛擬 OSE 中執行不限數量的軟體執行個體。

2.5 Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

執行額外軟體的執行個體。 您可以在任意數量裝置的實體或虛擬 OSE 中執行或以其他方式使用下列不限數量的額外軟體執行個體。您只能搭配伺服器軟體直接使用額外軟體，或透過其他額外軟體間接使用額外軟體。

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

2.6 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

在您的伺服器或儲存媒體上建立及儲存執行個體。 對於您取得的每份軟體授權，您擁有下列額外權利。

(a) You may create any number of instances of the server software and additional software.

您可以建立任意數量的伺服器軟體及額外軟體執行個體。

(b) You may store instances of the server software and additional software on any of your servers or storage media.

您可以在任何伺服器或儲存媒體上儲存伺服器軟體及額外軟體的執行個體。

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

您只能為下列目的建立和儲存伺服器軟體及額外軟體的執行個體：根據任何所述軟體授權，行使執行伺服器軟體執行個體的權利 (例如，您不得將執行個體散佈給第三方)。

2.7 No Client Access Licenses (CALs) Required for Access. Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

不需「使用者端存取授權 (CAL)」即可進行存取。 根據此核心授權模式，您不需要具備使用者或裝置的 CAL，即可存取您的伺服器軟體執行個體。

2.8 Runtime-Restricted Use Software. The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

執行階段受限使用軟體。 所謂的「執行階段受限使用」軟體僅能用來在統一解決方案中執行統一解決方案。此類軟體不得用於 (i) 開發任何新的軟體應用程式，(ii) 與不包含於統一解決方案之任何軟體應用程式、資料庫或表格搭配使用，及/或 (iii) 使用為單獨的軟體應用程式。不過，前述條款並不禁止您使用工具以從現有之表格執行查詢或報告。

USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

伺服器 + 使用者端存取授權模式的使用權利

3.1 Assigning the License to the Server.

將授權指派給伺服器

- (a) **Initial Assignment.** Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the “licensed server” for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.

初始指派。 根據軟體授權執行伺服器軟體的任何執行個體之前，您必須將該授權指派給您的某台伺服器。該伺服器即視為此類授權的「授權伺服器」。您不得將同一份授權指派給多台伺服器，但您可將其他軟體授權指派給同一台伺服器。硬體分割區或刀鋒應視為單獨的伺服器。

- (b) **Reassignment.** You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

重新指派。 指派軟體授權之後，必須過 90 天才能重新將該授權指派給別的伺服器。不過，若您因硬體永久故障而汰換授權伺服器，則您可提早重新指派軟體授權。重新指派授權後，獲得指派的伺服器就成為該授權的新授權伺服器。

- 3.2 **Running Instances of the Server Software.** For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

執行伺服器軟體的執行個體。 對於您指派給伺服器的每份軟體授權，您可以在授權伺服器的一個實體及虛擬 OSE 中同時執行不限數量的伺服器軟體執行個體。

- 3.3 **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

執行額外軟體的執行個體。 您可以在任意數量裝置的實體或虛擬 OSE 中執行或以其他方式使用下列不限數量的額外軟體執行個體。您只能搭配伺服器軟體直接使用額外軟體，或透過其他額外軟體間接使用額外軟體。

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

- 3.4 **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.

在您的伺服器或儲存媒體上建立及儲存執行個體。 對於您取得的每份軟體授權，您擁有下列額外權利。

- (a) You may create any number of instances of the server software and additional software.
您可以建立任意數量的伺服器軟體及額外軟體執行個體。
- (b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在任何伺服器或儲存媒體上儲存伺服器軟體及額外軟體的執行個體。
- (c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您只能為下列目的建立和儲存伺服器軟體及額外軟體的執行個體：根據任何所述軟體授權，行使執行伺服器軟體執行個體的權利 (例如，您不得將執行個體散佈給第三方)。

3.5 Client Access Licenses (CALs).

使用者端存取授權 (CAL)

(a) **Initial Assignment of CALs.** You must acquire and assign a SQL Server 2012 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

初始指派 CAL。 對於直接或間接存取您伺服器軟體執行個體的每台裝置或每個使用者，您必須取得並指派 SQL Server 2012 CAL。硬體分割區或刀鋒應視為單獨的裝置。

- You do not need CALs for any of your servers licensed to run instances of the server software.
您不需要具備任何所授權伺服器的 CAL，即可執行伺服器軟體的執行個體。
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
若要存取您的伺服器軟體執行個體僅供管理這些執行個體之用，您最多可免具備兩台裝置或兩位使用者的 CAL。
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
您的 CAL 可讓您存取較舊版伺服器軟體的執行個體，但無法讓您存取較新版的執行個體。如果您要存取較舊版的執行個體，您也可以使用對應於該版本的 CAL。

(b) **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

CAL 類型。 CAL 共分裝置用及使用者用兩種。每份裝置 CAL 允許任何使用者使用一台裝置，在您的授權伺服器上存取伺服器軟體。每份使用者 CAL 允許一位使用者使用任何裝置，在您的授權伺服器上存取伺服器軟體。您可合併使用裝置 CAL 和使用者 CAL。

(c) **Reassignment of CALs.** You may

重新指派 CAL。 您得

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
將裝置 CAL 從一台裝置永久重新指派給另一台裝置，將您的使用者 CAL 從某位使用者永久指派給另一位使用者；或
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
當原授權裝置停用時，暫時將您的裝置 CAL 重新指派給借用裝置，或於使用者缺席時，將您的使用者 CAL 重新指派給替代員工。

ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

額外授權要求及/或使用權利。

4.1 Alternative Versions.

備選版本

The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

軟體可能包括多個版本，如 32 位元和 64 位元。對於允許建立、儲存和執行之軟體的每個執行個體，您可以使用任一版本。

4.2 **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

執行個體上限。 軟體或您的硬體可能會限制可在伺服器之實體或虛擬 OSE 中執行的伺服器軟體執行個體數。

4.3 **Multiplexing.** Hardware or software you use to

多路傳輸。 您用來進行下列用途的硬體或軟體：

- pool connections,
集合連線、
- reroute information, or
將資訊重新傳送，或
- reduce the number of devices or users that directly access or use the software
減少直接存取或使用軟體之裝置或使用者數

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

(有時稱為「多路傳輸」或「集合」)，並不會減少您所需的任何種類授權。

4.4 **No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

不得分割伺服器軟體。 除經明確允許外，您不得分割伺服器軟體用於單一授權下的多個 OSE，即使這些 OSE 位於同一個實體硬體系統上亦然。

4.5 **Fail-over Server.** For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed

the number of hardware threads used in the corresponding OSE in which the active instances run.

容錯移轉伺服器。對於您執行伺服器軟體執行個體所在的任何 OSE，您最多可在另一個 OSE 中執行相同數量的被動容錯移轉執行個體，以備暫時支援之需。您可以在非授權伺服器上執行被動容錯移轉執行個體。但是，如果您根據第 2.2(a) 條已取得伺服器軟體的授權，且您執行被動容錯移轉執行個體所在的 OSE 位於單獨伺服器上，則該單獨伺服器上的實體核心數不得超過授權伺服器上的實體核心數，且該伺服器中實體處理器的核心因子必須等於或小於授權伺服器中實體處理器的核心因子。如果您根據第 2.2(b) 條已取得伺服器軟體的授權，則在該單獨 OSE 中所用的硬體執行緒數不得超過作用中執行個體執行所在對應 OSE 中所用的硬體執行緒數。

- 4.6 SQL Server Reporting Services Map Report Item.** The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the “Bing Maps APIs”). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:

SQL Server Reporting Services Map Report Item. 軟體可能包括透過 Bing Maps (或配套後續項) 應用程式發展介面 (以下稱「Bing Maps API」) 擷取地圖、影像和其他資料等內容的功能。這些功能的用途在於建立報表以顯示地圖、空照圖和混合影像頂部的資料。如果包括這些功能，則可以使用這些功能以建立和檢視動態或靜態文件。只有搭配並透過軟體中整合的存取方法和方式才能完成此工作。您不得以任何方式複製、儲存、封存或建立透過 Bing Maps API 提供的內容資料庫。您不得將下列項目用於任何用途，即使這些項目透過 Bing Maps API 提供亦然：

- Bing Maps APIs to provide sensor based guidance/routing, or Bing Maps API 以提供以感應器為基礎的指引/路由，或
- any Road Traffic Data or Bird’s Eye Imagery (or associated metadata). 任何道路交通資料或鳥瞰影像 (或相關中繼資料)。

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969.

使用 Bing Maps API 及相關內容時，亦應受 go.microsoft.com/fwlink/?LinkId=21969 中的額外條款與條件約束。

- 4.7 Included Microsoft Programs.** The software includes other Microsoft programs listed at <http://go.microsoft.com/fwlink/?LinkID=231864>, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.

所含的 Microsoft 程式。軟體包含 <http://go.microsoft.com/fwlink/?LinkID=231864> 中所列的其他 Microsoft 程式，這些程式根據與其相關的條款與條件取得授權。您僅可將這些程式搭配此處取得授權的軟體使用。如果您不接受與程式相關的授權條款，則不得使用該程式。

- 5 INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

網際網路服務。Microsoft 提供搭配軟體的網際網路服務，但該公司可能隨時變更或取消這些服務。

- 6 BENCHMARK TESTING.** You must obtain Microsoft’s prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

基準測試。貴使用者必須事先取得 Microsoft 之書面核准，方能向第三方透露任何軟體基準測試的結果。然而，這點並不適用於 Microsoft .NET Framework (請參見下文)。

- 7 .NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

.NET FRAMEWORK 軟體。軟體含有 Microsoft .NET Framework 軟體，此軟體為 Windows 的組成部分。Windows 的授權條款適用於您使用 .NET Framework 軟體的情形

- 8 MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (“.NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

MICROSOFT .NET FRAMEWORK 基準測試。軟體包含一或多項 .NET Framework 元件 (以下稱「.NET 元件」)。您可針對這些元件執行內部基準測試，並且只要遵守以下網址所載條件，您即可揭露針對這些元件進行任何基準測試之結果：go.microsoft.com/fwlink/?LinkID=66406。儘管您可能與 Microsoft 訂有任何其他合約，若您揭露此類基準測試結果，則對於 Microsoft 針對您與適用 .NET 元件競爭之產品執行之基準測試，Microsoft 亦將有權揭露此類基準測試之結果 (前提是 Microsoft 亦遵守載於 go.microsoft.com/fwlink/?LinkID=66406 之條件)。

- 9 SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

授權範圍。軟體係經授權使用，而非販售賣斷。本合約僅提供貴使用者使用軟體之權利。授權人與 Microsoft 保留所有其他權利。除非適用法律授予您此項限制以外的更多權利，否則您僅得在此合約明文允許的範疇下使用此軟體。在使用上，您必須遵守任何軟體的技術限制，這些限制僅允許您以特定方式使用軟體。您不得

- work around any technical limitations in the software; 設法規避軟體內的任何技術限制；

- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
進行還原工程、解譯或反向組譯軟體，除非(且僅限於)適用法律明文許可時，則不在此限。
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
製作超過本合約規定之軟體副本數量，或此項限制以外適用法律所允許之副本數量；
- publish the software, including any application programming interfaces included in the software, for others to copy;
公開此軟體(包括軟體中所含的任何應用程式發展介面)供他人複製；
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
共用或以其他方式散佈使用軟體「資料對應服務」功能所建立之文件、文字或影像；
- rent, lease or lend the software; or
出租、租借、或出借此軟體；或
- use the software for commercial software hosting services.
使用此軟體來商業軟體託管服務。

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;

您亦不得移除、最小化、阻礙或修改包括在軟體內之 Microsoft 或其提供者的任何標誌、商標、著作權、數位浮水印或其他注意事項，包括透過軟體向您提供的任何內容；

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

在任何裝置上使用此軟體的權利，並不授予貴使用者在存取該裝置之軟體或裝置中建置 Microsoft 專利或其他智慧財產權之權利。

- 10 BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
備份副本。 您得製作一份軟體媒體的備份副本。您僅得使用該備份副本來建立軟體的執行個體。
- 11 DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
文件。 有權存取您電腦或內部網路的任何人員，皆得複製文件並用於您內部的參考用途。
- 12 NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”
不得轉售軟體。 您不得販售標示為「NFR」或「不得轉售」之軟體。
- 13 ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
校園版軟體。 您必須具有「合格教育使用者」身分，才能使用標示為「校園版」或「AE」的軟體。如果您不確定自己是否屬於「合格教育使用者」，請參見 www.microsoft.com/education 或洽詢負責貴國/地區的 Microsoft 關係企業。
- 14 PROOF OF LICENSE.** If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging and may not be transferred separately. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.
授權證明。 如果您在光碟或其他媒體上取得軟體，則正版軟體的正版 Microsoft 授權證明標籤可識別授權軟體。此標籤必須出現在 Microsoft 套件上方才有效，且不得分開傳輸。如果單獨收到標籤，則屬無效。您應保留包含標籤的套件，以證明您已取得使用軟體的授權。若要識別正版 Microsoft 軟體，請參閱 www.howtotell.com。
- 15 TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.
移轉至第三方。 當軟體僅屬於由授權人或其代表交付給您的整合軟體統包應用程式或應用程式套件(以下稱「統一解決方案」)時，在轉移該統一解決方案的過程中，軟體的初位使用者得將軟體及本合約直接轉移給其他終端使用者。該終端使用者必須先同意本合約適用於轉移之行為及使用軟體之行為，之後才能進行轉移。轉移必須包括軟體和授權證明標籤。除非初位使用者亦保有軟體的其他授權，否則不得保留軟體的任何執行個體。
- 16 EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
出口限制。 軟體須遵守美國出口法律及法規。您必須遵守適用於軟體的所有國內及國際出口法律及法規。這些法律包含對出口目的地、終端使用者及終端用途之限制。如需更多資訊，請參閱 www.microsoft.com/exporting。
- 17 ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.
完整合意。 本合約以及補充程式、更新及您所使用網際網路服務之條款，構成針對軟體的完整合約。
- 18 LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

法律效力。 本合約說明特定法律權利。您可能依貴州或貴國/地區法律享有其他權利，此外亦可能對將軟體授權予您的授權人享有權利。倘若貴州或貴國/地區不允許本合約變更您依當地法律享有之權利，本合約即服從當地法律。

- 19 NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

不容錯。本軟體並不容錯。授權人已自行決定軟體在授權予貴使用者之整合軟體應用程式或應用程式套件中的使用方式，且 Microsoft 依賴授權人執行充足的測試以確定軟體適合此類用途。

- 20 NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

Microsoft 不提供保固。您同意若獲得與 (A) 本軟體，或 (B) 您取得本軟體的所屬軟體應用程式或應用程式套件相關的任何保固時，這些保固均由授權人獨立提供，並非來自 Microsoft，也不約束 Microsoft。

- 21 NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).

Microsoft 無特定損害賠償責任。於適用法律允許之最大範圍內，Microsoft 均不負擔因使用或執行本軟體或您取得本軟體的所屬軟體應用程式或應用程式套件所引起或與其相關的任何間接性、特殊性、衍生性或附隨性之損害，包括但不限於政府課處之罰金。不論任何救濟方法是否未達其根本目的，此限制仍適用。於任何情況下，Microsoft 之賠償金額最高概以二百五十美元 (US\$250.00) 為限。

- 22 FOR AUSTRALIA ONLY. References to “Limited Warranty” are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

僅適用於澳洲。提及的「有限保固」係指 Microsoft 提供的明示保固。除根據法律可享有的其他權利和救濟 (包括根據澳洲消費者法的法定保證享有的權利和救濟) 外，還將提供此保固。

If the Australian Consumer Law applies to your purchase, the following applies to you: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

如果澳洲消費者法適用於您的購買，則適用於以下規定：我們的貨物隨附根據澳洲消費者法無法排除的保證。您有權因重大故障更換或退款，並獲得任何其他合理可預見損失或損害的賠償。如果貨物未具有可接受的品質且故障未達到重大故障，則您亦有權修復或更換貨物。

Exhibit 5 - Pass Through Terms for Directories

附錄 5 - 目錄之轉付條款

1. AUSTRALIA ADDRESS DIRECTORY (AUSTRALIAN POSTAL CORPORATION):

澳洲地址目錄 (AUSTRALIAN POSTAL CORPORATION) :

1 Interpretation

解釋

1.1 Definitions

名詞定義

“Agreement”

「合約」

means this agreement for the supply and license of the Solution to the End User, and includes the Schedules.

係指本終端使用者解決方案供應與授權合約，包含明細表。

“Australia Post” means the Australian Postal Corporation, including, where permitted by context, all of the Australia Post’s officers, employees, agents and contractors.

「澳洲郵政」係指澳洲郵政公司 (Australian Postal Corporation)，並視前後文涵蓋澳洲郵政之主管、員工、代理人及承包商。

“Business Day”

「工作日」

means a day other than a Saturday, Sunday or gazetted public holiday in Victoria, Australia or an Australia Post authorised holiday.

係指週六、週日、澳洲維多利亞省公定假日或澳洲郵政指定假日以外之日。

“Claim” means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.

「求償」係指目前或將來之各類指控、債務、訴訟、責任、求償、程序、訴訟或要求，不限原因，無論為固定、不確定、實際、或有，亦無論係以法律、衡平、成文法或其他理論為依據。

“Corporate Group” means a group of Single Legal Entities consisting of the Corporate Group Owner and up to nine nominated Subsidiaries (as defined in the Corporates Act) of the Corporate Group Owner.

「公司集團」係指一組單一法律實體，由公司集團所有人及其多達九個指定子公司 (定義如公司法) 組成。

“Corporate Group Owner” means a Single Legal Entity that is the Holding Company (as defined in the Corporations Act) of each of the other entities of the Corporate Group.

「公司集團所有人」係指單一法律實體，即公司集團其他各實體之控股公司 (定義如公司法)。

“Corporations Act”

「公司法」

means the Corporations Act 2001 (Cth).

係指 2001 年公司法 (Corporations Act 2001 (Cth))。

“End User”

「終端使用者」

means a Single Legal Entity or Corporate Group Owner authorised to use the Solution granted by the Licensor in accordance with this Agreement.

係指有權使用授權人依本合約授權之解決方案的單一法律實體或公司集團所有人。

“Intellectual Property Rights”

「智慧財產權」

means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions, domain names and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

係指所有智慧財產權，包括目前及將來針對著作權、設計、積體電路佈局、商標、專有技術、機密資訊、專利、發明、網域名稱及發現之登記和未登記權利，以及 1967 年世界智慧財產組織公約第 2 條所定義之其他智慧財產。

“Loss” means any damage, loss, cost and expense (including legal and other professional advisors’ costs and expenses) suffered by a party.

「損失」係指當事人遭受之損害、損失、費用和支出 (包括法律及其他專業顧問之費用和支出)。

“Material Term” means clauses 3.1c), 3.1d) and 4 of this Agreement.

「重大條款」係指本合約第 3.1c)、3.1d) 和 4 條。

“Permitted Purpose”

「許可目的」

means the permitted purpose as defined in the relevant Schedule.
係指相關明細表所定義之許可目的。

“Personal Information”

「個人資訊」

has the meaning given in the *Privacy Act 1988* (Cth) (as amended).
定義於 1988 年隱私法 (*Privacy Act 1988* (Cth)) (修訂版)。

“PostConnect Data”

「PostConnect 資料」

means each data set which is supplied and licensed to the Licensor, and licensed by the Licensor to the End User, as specified in each Schedule.

係指由授權人取得授權，並授權予終端使用者之資料集，詳見各明細表。

“Privacy Law”

「隱私法」

means all Commonwealth, State and Territory legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the Personal Information including, but not limited to the *Privacy Act 1988* (as amended from time to time).

係指國家、州及地方有關蒐集、使用揭露、儲存個人資訊或授予存取權之法律、準則、產業規範及政策，包括但不限於 1988 年隱私法 (修訂版)。

“Prohibited Purpose” means each of the prohibited purposes as defined in the relevant Schedule.

「禁止目的」係指相關明細表所定義之禁止目的。

“Related Body Corporate”

「相關法人團體」

has the meaning in the *Corporations Act*.

定義如公司法。

“Representative”

「代表」

of a party includes an employee, agent, officer, director, adviser, contractor or sub-contractor of that party or of a Related Body Corporate of that party.

包括當事人或其相關法人團體之員工、代理人、主管、董事、顧問、承包商或分包商。

“Single Legal Entity”

「單一法律實體」

means an individual person, body corporate or other legal entity and for the purposes of the government means an individual Agency as defined under the *Financial Management and Accountability Act 1997* or an individual Commonwealth authority or company under the *Commonwealth Authorities and Companies Act 1997*.

係指個人、法人團體或其他法律實體，對於政府來說，係指 1997 年金融管理與審計法案 (*Financial Management and Accountability Act 1997*) 下規定之個別機構或聯邦當局與公司法 (*Commonwealth Authorities and Companies Act 1997*) 下規定之個別聯邦機構或公司。

“Solution”

「解決方案」

means the Licensor's solution (including software, products and / or services) which incorporates, reproduces, embodies or utilises the PostConnect Data or its derivative works, and licensed to the End User under this End User Agreement.

係指授權人裝置、重製、納入或利用 PostConnect 資料或其衍生作品，並依本終端使用者合約授權予終端使用者之解決方案 (包括軟體、產品及/或服務)。

“Subsidiary” has the meaning given in the *Corporations Act*.

「子公司」定義如公司法。

2 Licence

授權

2.1 Licensor grants to the End User a non-exclusive, non-transferable, revocable licence for the term of this Agreement to use the Solution solely for the Permitted Purposes in respect of each applicable Schedule in accordance with the terms and conditions set out in this Agreement and the applicable Schedule, subject to any conditions and restrictions specified in the Permitted Purpose.

授權人授予終端使用者非專屬、不可轉讓、可撤回之授權，以於本合約期間內，依本合約及相關明細表所載條款與條件，基於各明細表之許可目的的使用解決方案，但應符合許可目的所列條件和限制。

2.2 The Licensor acknowledges that SAP is the source of the Solution.

授權人確認 SAP 為解決方案的來源。

- 2.3** If a Schedule includes other terms and conditions, then those terms and conditions will apply, but only in respect of that Schedule.
若明細表包括其他條款與條件，應適用該等條款與條件，但應以該明細表為限。
- 2.4** Any rights not specifically granted to the End User under this Agreement are reserved to the extent permitted by law. Without limiting the previous sentence, the End User must not use the Solution for any Prohibited Purpose. To the extent that a particular purpose falls within the definition of both a Permitted Purpose and a Prohibited Purpose in a Schedule, such purpose is considered a Prohibited Purpose for the purposes of that Schedule.
於法律許可範圍內，未於本合約明確授予終端使用者之權利均應予保留。除前開規定外，終端使用者亦不得將解決方案用於禁止目的。若特定目的同時符合明細表所載許可目的和禁止目的之定義，就該明細表而言，該目的應屬禁止目的。
- 2.5** For the avoidance of doubt, the End User shall not:
為避免疑義，終端使用者不得：
- a) reproduce, copy, modify, amend, assign, distribute, transfer, sub-license, reverse assemble or reverse compile, merge or otherwise deal with, exploit or commercialise the whole or any part of the PostConnect Data (or directly or indirectly allow or cause a third party to do the same) including by using the PostConnect Data to derive other solutions (including software, products and/or services) unless expressly stated otherwise in this Agreement; and
重製、複製、修改、調整、移轉、散佈、轉讓、再授權、逆向組合或逆向編譯、合併或以其他方式處理、利用或商業化全部或部分 PostConnect 資料 (或直接或間接允許或造成第三方執行相同動作)，包括使用 PostConnect 資料取得其他解決方案 (包括軟體、產品及/或服務)，但本合約載明者不在此限；以及
 - b) create a Product (as defined below) or other derivative works from the PostConnect Data to commercialise as their own, unless that Product is solely for one of the End User's Permitted Purpose. "Product" means anything produced by End User which consists of, incorporates or is created using any part of the PostConnect Data and which may be produced in any form, including any device, solution, software or database and which may be in written form or produced electronically.
由 PostConnect 製作產品 (定義如下) 或其他衍生作品，以供其商業化使用，但若該產品僅供終端使用者用於許可目的則不在此限。「產品」係指由終端使用者製作，並含有、裝置或使用任何 PostConnect 資料之裝置、解決方案、軟體、資料庫或其他項目，無論為書面或電子格式。
- 2.6** This clause 2 (and the Prohibited Purposes) do not prevent the End User from disclosing PostConnect Data to the extent that it is required by law to disclose the PostConnect Data, provided that the End User use all reasonable and legal means to minimise the extent of disclosure, and require the recipient to keep the PostConnect Data confidential.
本 2 (及禁止目的) 並未禁止終端使用者於法律規定範圍內揭露 PostConnect 資料，但終端使用者應採取一切適當法律途徑，盡可能限縮揭露範圍，並要求收受者維持 PostConnect 資料的機密性。

3 Warranties and Acknowledgements **保證和確認**

- 3.1** The End User represents and warrants that:
終端使用者聲明並保證：
- a) it has full capacity, power and authority to enter into this Agreement;
其具有充分能力、權力與權限，足以簽訂本合約；
 - b) it will fully and completely comply with all of the terms and conditions of this Agreement);
其將確實遵循本合約之條款與條件；
 - c) it will only use the Solution for the Permitted Purposes and in accordance with the terms and conditions set out in this Agreement;
其僅得依本合約所載條款與條件，將解決方案用於許可目的；
 - d) it will not use the Solution for any Prohibited Purpose;
其不得將解決方案用於禁止目的；
 - e) it will not make any representation, statement or promise in respect of Australia Post, and has no authority to do so; and
其不得亦無權提出有關澳洲郵政的任何聲明、陳述或承諾；及
 - f) it has not relied on any representation made by Australia Post in entering into the Agreement.
其並非依據澳洲郵政所為之聲明而簽訂本合約。
- 3.2** Without limiting this clause, the End User acknowledges that Australia Post has not made and does not make any representation or warranty as to the accuracy, content, completeness or operation of the PostConnect Data or to them being virus free.
除本條規定外，終端使用者確認澳洲郵政並未亦不會提出任何有關 PostConnect 資料正確、內容、完整、運作或無病毒之聲明或保證。
- 3.3** The End User acknowledges and accepts that the PostConnect Data is not complete and it may contain errors.
終端使用者確認並接受 PostConnect 資料並不完整，其中可能含有錯誤。
- 3.4** The End User acknowledges that the PostConnect Data may include data sourced from third parties. The End User agrees to comply with third party terms and conditions which apply to the third party data referenced in this Agreement to the extent that the End User has been notified of those terms and conditions and has consented to comply with them.
終端使用者確認 PostConnect 資料可能含有源自第三方的資料。終端使用者同意遵循適用於此類第三方資料之第三方條款與條件，但應以終端使用者收到並同意遵循該等條款與條件者為限。

4 Confidentiality and Security **保密與安全防護**

- 4.1 The End User must ensure that while the Solution is in its possession or control:
終端使用者應確保於持有或控制解決方案之期間內：
- a) it provides proper and secure storage for the Solution; and
以適當且安全之方式儲存解決方案；
 - b) use the same level of security to protect the Solution that it uses to protect its own confidential information (but no less than the level of security a reasonable person would take to protect the confidential information);
以與保護自有機密資訊同等 (不得低於合理人士保護機密資訊所適用之安防護層級) 之安全防護層級保護解決方案；
 - c) it takes all reasonable steps to ensure that the Solution is protected at all times from unauthorised access, misuse, damage or destruction.
採行一切適當措施，以確實避免解決方案遭未經授權存取、不當使用或毀損。

4.2 The provisions of clause 4 apply to all forms of media upon which the Solution is kept or transmitted.
第 4 條適用於保存或傳輸解決方案的各類媒體。

4.3 The End User will ensure that all copies of the Solution are dealt with in accordance with the Licensor's or Australia Post's reasonable directions.
終端使用者應確保所有解決方案複本均依授權人或澳洲郵政之合理指示處理。

4.4 This clause 4 will survive termination or expiry of the Agreement.
本第 4 條於合約終止或到期後仍然有效。

5 Privacy 隱私

5.1 The parties acknowledge that while the Solution may not, on its own, constitute Personal Information, its use may result in the identity of individuals being reasonably ascertainable.
當事人確認縱解決方案本身不構成個人資料，使用解決方案仍可能導致個人身分遭到大致確認。

5.2 The End User agrees:
終端使用者同意：

- a) that it is responsible for ensuring that its exercise of rights under this Agreement and the use of the Solution do not infringe any Privacy Law;
負責確保其行使本合約權利及使用解決方案未違反隱私法；
- b) to use or disclose Personal Information obtained during the course of this Agreement only for the purposes of this Agreement;
僅為本合約目的使用或揭露本合約期間內取得的個人資料；
- c) to take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification, or disclosure;
採取一切適當措施，以確實避免其因本合約而持有或控制之個人資料遺失或遭未經授權存取、使用、修改或揭露；
- d) not to do any act or engage in any practice that would breach any Privacy Law;
避免從事或採取可能違反隱私法的行為或措施；
- e) to immediately notify the Licensor if the End User becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause whether by the End User, its Related Body Corporate or any of its Representatives;
若終端使用者得知違反或可能違反本條所載義務之情事，無論為終端使用者或其相關法人團體或代表所為，均應立即通知授權人；
- f) to cooperate with any reasonable demands or inquiries made by Australia Post on the basis of the exercise of the functions of the Office of the Australian Information Commissioner (OAIC) under Privacy Law or the Postal Industry Ombudsman under the Australian Postal Corporation Act 1989;
配合澳洲郵政依隱私法行使澳洲資訊署 (OAIC) 職權，或依 1989 年澳洲郵政公司法行使郵務監察官職權時，所提出的合理要求或詢問；
- g) to ensure that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe Privacy Law and other obligations referred to in this clause;
確保可存取個人資料之人員了解並以書面承諾遵循隱私法及本條所載之其他義務；
- h) to comply, as far as practicable, with any policy guidelines issued by the OAIC from time to time relating to the handling of Personal Information; and
於可行範圍內，遵守 OAIC 不定期頒布之個人資料處理相關政策指引；及
- i) to comply with any direction given by Australia Post to observe any recommendation of the OAIC or the Postal Industry Ombudsman relating to acts or practices of the End User that the OAIC or the Postal Industry Ombudsman consider to be in breach of the obligations in this clause.
遵守澳洲郵政針對遵循 OAIC 或郵務監察官有關終端使用者行為違反本條義務之建議，所提出的指示。

5.3 This clause 5 will survive termination or expiry of the Agreement.
本第 5 條於合約終止或到期後仍然有效。

6 Intellectual Property Rights 智慧財產權

6.1 The End User agrees that all Intellectual Property Rights in the PostConnect Data are and shall remain the sole property of Australia Post or its licensors.
終端使用者同意，PostConnect 資料之所有智慧財產權均歸澳洲郵政或其授權人獨有。

- 6.2** The End User must notify the Licensor as soon as practicable if it becomes aware of any actual, suspected or anticipated infringement of Intellectual Property Rights in the Solution or in the PostConnect Data.
若終端使用者得知解決方案或 PostConnect 資料之智慧財產權實際、疑似或可能遭到侵害，應儘速通知授權人。
- 6.3** The End User must render all reasonable assistance to the Licensor and/or Australia Post in relation to any actual, suspected or anticipated infringement referred to in clause 6.2.
終端使用者應適當協助授權人及/或澳洲郵政處理第 6.2 條所稱實際、疑似或可能侵權情事。
- 6.4** If a third party makes a Claim against the End User alleging that the Solution infringes the Intellectual Property Rights of the third party, the End User must immediately allow the Licensor (or Australia Post, if Australia Post directs) the right to control the defence of the claim and any related settlement negotiations.
若第三方對終端使用者求償，主張解決方案侵害其智慧財產權，終端使用者應立即容許授權人（或澳洲郵政，若經澳洲郵政指示）掌控相關抗辯及和解協商事宜。
- 6.5** This clause 6 will survive termination or expiry of the Agreement.
本第 6 條於合約終止或到期後仍然有效。

7

Audit

稽核

- 7.1** If it is identified upon reasonable suspicion that the End User has not complied with their obligations under this Agreement (the "Audit") then upon ten (10) Business Days written notice, the Licensor or its designated other party may verify End User's compliance with the terms of the End User Agreement and applicable sales order at all locations and for all environments in which End User uses the Solution. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimises disruption to End User's work environment. The Licensor may use an independent third party under obligations of confidentiality substantially similar to those set forth in this Agreement to provide assistance. The Licensor will notify End User in writing if any such verification indicates that End User has used the Solution in excess of the use authorised by the End User Agreement. The End User agrees to promptly pay all associated fees directly to the Licensor for the charges that the Licensor specifies including, but not limited to: (i) any excess use; (ii) Maintenance and/or subscription fees for the excess use for the duration of such excess or (2) two years, whichever is less; and (iii) any additional charges determined as a result of such verification.
若可合理懷疑終端使用者未遵循本合約義務，授權人或其指定人得提前十 (10) 個營業日提出書面通知，於終端使用者使用解決方案之所有地點和環境，確認終端使用者是否符合終端使用者合約及相關銷售訂單條款（以下稱「稽核」）。此類稽核應於正常營業時間內進行，每十二 (12) 個月期間不得超過一 (1) 次，並應盡可能避免干擾終端使用者之作業環境。授權人得委託獨立第三方提供協助，但該等第三方應負擔與本合約所載類似之保密義務。若稽核結果顯示終端使用者使用解決方案超過終端使用者合約所授權之範圍，授權人將以書面通知終端使用者。終端使用者同意儘速依授權人指定金額，直接向授權人支付相關費用，包括但不限於：(i) 超量使用；(ii) 超量使用期間或兩 (2) 年內（以較短者為準），針對超量使用部分之維護及/或訂購費用；及 (iii) 依稽核結果決定之附加費用。

8

Liability

責任

Australia Post not liable

澳洲郵政之免責條款

- 8.1** To the extent permitted by law, Australia Post is not liable to the End User for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement, and the End User releases Australia Post irrevocably releases and discharges Australia Post from all such Claims and Losses.
於法律許可範圍內，澳洲郵政概不就終端使用者因本合約而產生之求償或損失負責，終端使用者免除澳洲郵政因該等求償或損失所導致之責任，本項免除不可撤回。
- 8.2** Without limiting clause 8.1, to the extent permitted by law, Australia Post will not be liable to the End User for any loss of profit, revenue or business, indirect, consequential, special or incidental Loss suffered or incurred by the End User arising out of or in connection with this Agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those Losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into this Agreement.
基於不限制第 8.1 條規定之前提，於法律許可範圍內，澳洲郵政概不就終端使用者因本合約而產生之獲利、收益、業務、間接、衍生、特別或附帶損失，擔負相關責任，無論係以契約、侵權、衡平或其他理論為依據。縱雙方當事人簽訂本合約時可合理預見違約將可能導致該等損失，仍適用本免責條款。

Indemnity

補償擔保

- 8.3** The End User must defend and indemnify Australia Post and its Representatives (**those indemnified**) from and against all Losses suffered or incurred by and of those indemnified to the extent that those Losses are suffered as a result of, whether directly or indirectly, of:
終端使用者應就澳洲郵政及其代表（以下稱「受擔保方」）因下列事由直接或間接產生之損失，為受擔保方抗辯並提出補償：
- a) any breach of a Material Term by the End User or its Representatives;
終端使用者或其代表違反重大條款；
 - b) any unlawful act by the End User or its Representative in connection with this Agreement;
終端使用者或其代表有關本合約之違法行為；

- c) any illness, injury or death to any person arising out of or in connection with the performance of this Agreement and caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative; or
因終端使用者或其代表履行本合約之過失或不作為或不作為，導致個人疾病、傷害或死亡；或
- d) any loss or damage to any property of any person, arising out of or in connection with the performance of this Agreement and caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative,
因終端使用者或其代表履行本合約之過失或不作為或不作為，導致任何人之財產遭受損失或損害；

except to the extent that the Loss is caused by the negligence or wrongful act or omission of those indemnified.
但若損失係由受擔保方之過失或不作為或不作為所導致，不在擔保之列。

8.4 This clause 8 will survive termination or expiry of the Agreement.

本第 8 條於合約終止或到期後仍然有效。

9 Suspension and Termination

暫停及終止

9.1 The Licensor may limit, suspend or terminate the End User's rights under this Agreement at any time upon notice when, and for the duration of the period during which:

授權人得於下列事由存續期間內，隨時提出通知，限制、暫停或終止終端使用者依本合約享有之權利：

- a) the End User contravenes (or is believed on reasonable grounds to be in possible contravention of) any law of the Commonwealth or of a State or Territory;
終端使用者違反 (或具有合理原因認為其可能違反) 任何國家、州或地方法規；
- b) the End User breaches the terms of the Agreement and the breach is not remedied within 14 days after receipt of notice from the Licensor specifying the breach and its intention to terminate the Agreement by reason of such breach; or
終端使用者違反合約條款，且未於接獲授權人之違約通知 (其中應表明其有意因該等違約而終止合約) 後 14 日內補正；或
- c) the End User commits a material breach of the Agreement which is not remediable; or
終端使用者違反合約，其情節重大且無法補正者；或
- d) in the reasonable opinion of the Licensor, the End User is acting in a manner or providing a Solution which has the effect or potential to damage the reputation of Australia Post which is not remedied within 14 days after receipt of notice from Australia Post or the Licensor specifying the issues; or
依授權人合理判斷，終端使用者之行為或提供解決方案之方式，損及或可能損及澳洲郵政之聲譽，且未於接獲澳洲郵政或授權人之通知 (其中應指明問題所在) 後 14 日內補正；或
- e) the licensed right granted by Australia Post to the Licensor for the licensing of the PostConnect Data has been suspended or terminated.
澳洲郵政就 PostConnect 資料授權授予授權人之權利遭到暫停或終止。

9.2 The End User acknowledges that the Licensor may exercise its rights under clause 9.1 in accordance with the directions of Australia Post.

終端使用者確認，授權人得依澳洲郵政指示行使 9.1 所載權利。

9.3 The termination, surrender or expiry of this Agreement for any reason will not extinguish or otherwise affect:

本合約因故終止、解除或到期不影響：

- a) any rights of either party against the other which accrued before the termination, surrender or expiry and which remain unsatisfied; or
當事人於終止、解除或到期前即可對他方主張且尚未完全行使之權利；或
- b) any other provisions of this Agreement which are expressly stated to, or which by their nature, survive termination, surrender or expiry of this Agreement.
明確表示或依其性質應於本合約終止、解除或到期後存續之其他條款。

9.4 If this Agreement is surrendered, terminated or expires, for any reason whatsoever, then the following provision of this clause will apply notwithstanding such surrender, termination or expiry the End User must cease using the Solution and the PostConnect Data and undertakes that it will destroy all copies, reproductions or adaptations of the Solution and PostConnect Data, or any part thereof made, held or controlled by it and, promptly upon written request from the Licensor, deliver a statutory declaration sworn by an authorised representative of the End User confirming that all copies, reproductions or adaptations of the Solution and PostConnect Data, and any part thereof, have been destroyed.

縱本合約因故解除、終止或到期，本條之以下條款仍應適用：終端使用者應停止使用解決方案及 PostConnect 資料，並承諾銷毀其所製作、持有或控制之所有解決方案及 PostConnect 資料 (或其部分) 複本、重製本或改編本，若經授權人書面要求，應立即提交經終端使用者授權代表宣誓之法定聲明書，確認所有解決方案及 PostConnect 資料 (或其部分) 複本、重製本或改編本均已銷毀。

10 Variation

變更

10.1 Pursuant to the agreement between the Licensor and Australia Post under which the Licensor is granted a licence to the PostConnect Data, Australia Post reserves the right to vary the terms of the agreement from time to time in certain circumstances. To the extent that those variations require a corresponding variation to the terms of this Agreement, the Licensor may do so, provided that the Licensor gives the End User reasonable prior notice of such variation (having regard to the period of notice received by the Licensor). The End User undertakes to do all things (including executing and entering into such amendment or restatement deed) as reasonably required by the Licensor to formalise and give effect to any and all variations made by the Licensor under this clause 10.1.

依授權人與澳洲郵政就授權人取得 PostConnect 資料授權事宜簽訂之合約，澳洲郵政有權於特定情況下，不定期變更合約條款。若本合約必須

依照該等變更內容修改，授權人得修改本合約，但應於適當時間前通知終端使用者（依授權人接獲通知之時間判斷）。終端使用者承諾依授權人之合理要求採取一切適當措施（包括簽訂增修條款或重訂契約），以確保授權人依 10.1 進行之修改具備充分效力。

11 Changes in Legislation 法律變更

11.1 Notwithstanding any other provision of this Agreement, the End User acknowledges and agrees that Australia Post and / or the Licensor must comply with any future legislation and / or Government policy which imposes binding restrictions or limitations on Australia Post's or the Licensor's use of the PostConnect Data, including any restrictions or limitations relating to the supply of PostConnect Data or elements thereof to any person, and the terms of this Agreement, and the End User's agreements with any other parties, will be varied accordingly.

縱本合約其他條款另有規定，終端使用者確認並同意，澳洲郵政及/或授權人必須遵循將來對澳洲郵政或授權人使用 PostConnect 資料構成具約束力之限制的法律及/或政府政策，包括對任何人供應 PostConnect 資料或其成分之相關限制，且本合約及終端使用者與他人簽訂之其他合約條款均應據以修改。

12 Corporate Group Owner 公司集團所有人

12.1 This clause 12 applies if the End User is a Corporate Group Owner.
本第 12 條在被授權人為公司集團所有人的情況下適用。

12.2 The Corporate Group for the purposes of this Agreement consists of entities identified in writing as Corporate Group entities. Licensee to identify the entities (up to 10 in total, including the Corporate Group Owner) forming the Corporate Group.

本合約中，公司集團包含書面明定為公司集團實體之實體。被授權人確定組成公司集團的實體（總計多達 10 個實體，包括公司集團所有人）。

12.3 The End User must ensure, and warrants that:
終端使用者必須確保並保證：

- a) each entity of the Corporate Group is a Subsidiary of the End User at all times during the term of this Agreement; and
公司集團的每個實體在本合約期間內始終為終端使用者的子公司；以及
- b) each entity of the Corporate Group is a Single Legal Entity.
公司集團的每個實體為單一法律實體。

12.4 The End User may permit any or all members of the Corporate Group to enjoy the benefit of the licence granted to the End User under clause 2, subject to the following conditions:

終端使用者允許公司集團任何或全部成員享受 2 下授予終端使用者之授權福利，受下列條件約束：

- a) the End User must ensure that all of the Corporate Group members comply with this Agreement, and do not do or omit to do anything that, if done by the End User, would be a breach of this Agreement;
終端使用者必須確保公司集團所有成員遵循本合約，並且不會做出，或者因疏忽而做出換作終端使用者做會違反本合約的事情；
- b) the End User is responsible for all acts and omissions of the Corporate Group members as if they were acts and omissions of the End User; and
終端使用者對公司集團成員的所有行為與疏忽負責，就像將其視為終端使用者自身的行為與疏忽那樣；以及
- c) all uses of the Solution and PostConnect Data by the Corporate Group members are deemed to be uses by the End User.
公司集團成員對解決方案和 PostConnect 資料的一切使用皆視為終端使用者的使用。

13 General 一般事項

13.1 The End User shall not, without the Licensor's prior written consent which may be provided or withheld in its absolute discretion, assign or sub-contract any of its rights and obligations under this Agreement.

未經授權人事前書面同意（授權人得全權決定是否予以同意），終端使用者不得移轉或分包本合約之權利義務。

13.2 The Licensor holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and the Licensor may enforce those provisions on behalf of Australia Post.

本合約有關澳洲郵政之條款，應由授權人為本身及澳洲郵政信託持有相關權益，授權人得代表澳洲郵政執行此類條款。

13.3 The Agreement is governed by the law in Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

本合約以澳洲維多利亞省法為準據法，當事人同意澳洲維多利亞省法院及上訴法院具有非專屬管轄權。

2. AUSTRIA ADDRESS DIRECTORY (ÖSTERREICHISCHE POST): 奧地利地址目錄 (ÖSTERREICHISCHE POST) :

This product cannot be used by Licensees who conduct business in address publishing and service providing.

在地址發行與服務提供方面執行業務之被授權人不得使用本產品。

Licensees are only allowed to use the product for own internal purposes. This product cannot be used by Licensees who conduct business in address publishing and service providing. If a Licensee conducts business in that area, Licensee is responsible for obtaining a valid license directly from the provider.

被授權人只得因個人內部用途來使用該產品。在地址發行與服務提供方面執行業務之被授權人不得使用本產品。如果被授權人在該領域執行業務，則被授權人得負責直接向提供者取得有效授權。

Licensees are only allowed to use the product for own internal validation purposes. Licensees are not allowed to use the data to provide any services to any other legal entity. If Licensee wishes to provide services to any other legal entity, 被授權人只得因個人內部驗證用途來使用該產品。禁止被授權人使用本資料向任何其他法律實體提供任何服務。如果被授權人想要向任何其他法律實體提供任何服務，

Licensee is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license. 則被授權人得負責直接向提供者處取得有效授權。若要在其他法律實體內使用，則需要單獨授權。

"Internet Application Use" shall mean the use of the Software Products at End User's site being accessible by third parties. Such accessible to third parties is restricted to End User's own internal business purposes.

「網際網路應用程式使用」係指在可供第三方存取之終端使用者網站，使用軟體產品。此類第三方存取限於終端使用者個人內部業務用途。

"Offline Use" shall mean the use by End User as on premise business model.

「離線使用」係指由終端使用者於辦公場所內之使用模式。

3. CANADA (CANADA POST):

加拿大 (CANADA POST) :

1. Licensee acknowledges that under the Agreement of which this Software Use Rights document Exhibit 5 forms an integral part (hereinafter referred to as the "Agreement"), Licensee has been licensed to use SAP's product, **Authorized Value Added Products**, as the base for developing a further enhanced value-added product (the "Enhanced Value-added Product") for the purposes of (a) sublicensing the Enhanced Value-added Product to users who shall have no further sublicensing or distribution rights, or (b) providing value-added services using the Enhanced Value-added Product that cannot be provided by **Authorized Value Added Products**, or both (a) and (b). Licensee further acknowledges that the data components of **Authorized Value Added Products**, or the data in the files required in order to use **Authorized Value Added Products**, were acquired by SAP from third parties and that, relative to those third party data suppliers, SAP is a licensee and Licensee is a sublicensee (hereinafter such data components or data files referred to as the "Licensed Content").

被授權人確認依本軟體使用權文件附錄 5 所納入之合約 (以下稱「合約」)，被授權人已取得授權，得使用 SAP 之授權增值產品開發增強增值產品 (以下稱「增強增值產品」)，以 (a) 將增強增值產品轉授權予無進一步轉授權或散佈權利之使用者；或 (b) 使用增強增值產品提供授權增值產品無法提供之增值服務，或達成第 (a) 及 (b) 項目的。被授權人並確認，授權增值產品之資料元件或使用授權增值產品所需之資料檔案係由 SAP 自第三方取得，對於此類第三方資料供應商，SAP 為被授權人，且被授權人為被轉授權人 (該等資料元件或資料檔案以下稱「授權內容」)。

One such third party supplier is Canada Post Corporation ("Canada Post") who has granted SAP certain rights with respect to certain Canada Post Data (the "CP Licensed Data") under which SAP may include the CP Licensed Data, in whole or in part, in the Licensed Content and distribute the same to its sublicensees of the Enhanced Value-added Product subject to the sublicensee's (in this case Licensee's) prior agreement to the terms and conditions set out in these Minimum Protective Terms.

加拿大郵政公司 (Canada Post Corporation，以下稱「加拿大郵政」) 即為此類第三方供應商，其授予 SAP 有關加拿大郵政資料 (以下稱「CP 授權資料」) 之特定權利，SAP 得據以將全部或部分 CP 授權資料納入授權內容，並散佈予增強增值產品之被轉授權人，但該等被轉授權人 (此處之被授權人) 應先行同意本基本保護條款所載條款與條件。

2. Licensee acknowledges that Canada Post is the owner of the copyright in the Canada Post Data. Licensee acknowledges that it is only licensed to use the CP Licensed Data in conjunction with **Authorized Value Added Products** and the Enhanced Value-added Product. Licensee acknowledges that it may only grant rights to third parties to use the CP Licensed Product in conjunction with the Enhanced Value-added Product. Without limiting the generality of the preceding sentence, Licensee has no right to distribute any CP Licensed Data on a stand-alone basis or for the purposes of use with any product other than the Enhanced Value-added Product.

被授權人確認，加拿大郵政為加拿大郵政資料之著作權所有人。被授權人確認，其僅有權將 CP 授權資料與授權增值產品及增強增值產品搭配使用。

被授權人確認，其僅得授權第三方將 CP 授權資料與增強增值產品搭配使用。除前開限制外，被授權人亦無權單獨散佈 CP 授權資料，或基於與增強增值產品以外之任何產品搭配使用之目的散佈 CP 授權資料。

3. Licensee acknowledges, and agrees to provide notice to parties to whom it distributes the Enhanced Value-added Product, that the damages that Canada Post may incur as a result of parties using out-of-date data for mail preparation include costs that Canada Post will incur in processing and delivering that mail. Such costs include, but are not limited to, the costs incurred by Canada Post

被授權人確認，並同意通知其散佈增強增值產品之對象，加拿大郵政可能因其使用過期郵寄資料而遭受損害，包括加拿大郵政因處理及投遞該等郵件產生之費用。此類費用包括但不限於加拿大郵政因下列事由產生之費用：

(i) for the manual readdressing and resorting of mail that was diverted from the normal automated mail processing stream because it was addressed with an invalid address, or the Postal Code^{OM} element of the address was invalid, or

因地址或郵遞區號^{OM}無效而無法採用一般自動郵件處理系統，必須人工重填地址及分類郵件；或

(ii) if the mail was delivered to the wrong address as a result of having been addressed with an invalid address, or as a result of the Postal Code^{OM} element of the address being invalid, the cost of the original sorting, processing and delivery of the mail as well as the extra costs incurred for the manual readdressing and resorting of the mail.

因地址或郵遞區號^{OM}無效而投遞至錯誤地址，包括原郵件分類、處理及投遞費用，及因人工重填地址及分類郵件產生之額外費用。

(Postal Code is an official mark of Canada Post.)

(郵遞區號為加拿大郵政之正式標誌)

4. In order to reduce the risk of Canada Post suffering damages as a result of out-of-date data being used for mail preparation and given that CP Licensed Data will be distributed as a component of the Licensed Content, Licensee agrees

為降低加拿大郵政因使用過期郵寄資料而遭受損害之風險，並考量 CP 授權資料將納入授權內容一併散佈，被授權人同意

(a) not to distribute the Licensed Content until after **Licensee** has put in place safeguards to reduce the risk of "data scraping" or "bulk downloads of data"; **Licensee** agrees to keep abreast of developments in technology and to update the safeguards in place to further reduce such risks as improved technology becomes available from time to time, and

於**被授權人**採行安全防護措施，以降低「強刮資料」或「大量下載資料」風險前，不得散佈授權內容；**被授權人**同意隨時採用最新技術，並更新安全防護措施，以進一步降低此類風險；

(b) to ensure that the parties to whom the CP Licensed Data is distributed, whether as a component of the Enhanced Value-added Product or as a, or component of a, data file, to be used in conjunction with an Enhanced Value-added Product, are informed that the same is not to be used for mail preparation purposes and that this prohibition applies, without limitation, to each of the following:

確保其散佈 CP 授權資料（無論為增強加值產品元件或搭配增強加值產品使用之檔案資料元件）之對象，均了解 CP 授權資料不得用於郵寄，本項限制之適用範圍包括但不限於：

- (i) addressing mail;
填寫郵寄地址；
- (ii) presorting addressed mail;
預先分類填妥地址之郵件；
- (iii) preparing unaddressed mail by householder count for delivery.
家戶準備未填妥地址之郵件以供投郵。

5. **Licensee** also acknowledges that if it develops any product that uses data for which the original source of that data is Canada Post, which product is intended to be used for any of the purposes listed in clause 4(b)(i), (ii) or (iii), **Licensee** has no right to use or distribute such a product or to offer any services in relation to such a product unless **Licensee** has a then current right to do so under a written agreement signed by both **Licensee** and Canada Post.

被授權人並確認，若其開發之產品使用源自加拿大郵政之資料，且該等產品計畫用於第 4(b)(i)、(ii) 或 (iii) 條所列目的，**被授權人**無權使用或散佈該等產品，或提供有關該等產品之服務，除非**被授權人**依**被授權人**與加拿大郵政簽訂之書面合約具有此類有效權利。

6. **Licensee** agrees to include

被授權人同意

(a) in the hard copy or electronic copy of the license agreements, which **Licensee** represents will accompany all copies of the Enhanced Value-added Product and of the Licensed Content distributed by **Licensee** that contain CP Licensed Data, and

於**被授權人**之紙本或電子本授權合約中（**被授權人**聲明 **被授權人**所散佈並含有 CP 授權資料之增強加值產品及授權內容均附有此類合約）；及

(b) on the start-up screen of the Enhanced Value-added Product and in the terms and conditions of use posted on any website by which a user may access the Enhanced Value-added Product,

於增強加值產品之啟動畫面，及使用者可存取增強加值產品之網站所載使用條款與條件中，

a notice stating that the Enhanced Value-added Product contains data copied under license from Canada Post Corporation and indicating the date of the Canada Post Corporation data file (or the date of the earliest Canada Post Corporation data file, if more than one) from which the data was copied. Where the language of the **Licensee** product or service is French, **Licensee** shall use the French version of the *pro forma* notice that is set out further on below, but if the product or service is in a language other than English or French, **Licensee** shall include the equivalent notice but in the relevant language. Each such notice shall be tailored with the appropriate information by replacing the "[Insert...]" / « [Indiquez...] » « [Insérez...] » instructions with the information contemplated:

均載明增強加值產品含有依授權複製自加拿大郵政公司之資料，及該等加拿大郵政公司資料來源之檔案日期（若超過一項，則為加拿大郵政公司資料檔案之最早檔案日期）。若**被授權人**之產品或服務使用法文，**被授權人**應使用以下法文版本之 *pro forma* 通知，但若產品或服務使用英文或法文以外之語文，**被授權人**應以相關語文記載同等通知。此類通知之「[填入...]」/« [Indiquez...] » « [Insérez...] » 部分應填入適當資訊：

"This [Insert appropriate reference to medium, i.e. diskette, tape, etc.] contains data copied under license from Canada Post Corporation. The Canada Post Corporation file from which this data was copied is dated [Insert date]."

「本 [填入適當媒體，例如磁碟、卡帶等] 含有依授權複製自加拿大郵政公司之資料。該等加拿大郵政公司資料來源之檔案日期為 [填入日期]。」

French version of the *pro forma* notice

pro forma 通知法文版

"[Indiquez le support approprié, c'est-à-dire « Cette disquette », « Cette bande magnétique », etc.] contient des données qui ont été reproduites avec l'autorisation de la Société canadienne des postes. Le fichier de la Société canadienne des postes d'où proviennent ces données est daté du [Insérez la date]."

7. **Licensee** acknowledges that the CP Licensed Data is licensed to **Licensee** on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the CP Licensed Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose. **Licensee** will include a provision in its terms of use requiring a user of the CP Licensed Data to acknowledge that the CP Licensed Data is licensed on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the CP Licensed Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

被授權人確認，CP 授權資料係以「現狀」授權予**被授權人**，加拿大郵政並未就 CP 授權資料提供任何明示、默示、法定或其他擔保、聲明或保證，包括但不限於效力、完整性、正確性及適用性保證。**被授權人**應於使用條款中要求 CP 授權資料使用者確認 CP 授權資料係以「現狀」授權，加拿大郵政並未就 CP 授權資料提供任何明示、默示、法定或其他擔保、聲明或保證，包括但不限於效力、完整性、正確性及適用性保證。

8. Neither SAP nor Canada Post shall be liable in respect of any claims whatsoever alleging any loss, injury or damages, direct or indirect, which may result from **Licensee's**, or any of its user's, possession or use of the CP Licensed Data. Neither SAP nor Canada Post shall be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in the CP Licensed Data.

SAP 及加拿大郵政概不就因**被授權人**或其使用者持有或使用 CP 授權資料所導致之直接或間接損失、傷害或損害求償負責。SAP 及加拿大郵政概不就因 CP 授權資料瑕疵產生之收益、契約或其他衍生損失負責。

9. **Licensee** shall indemnify Canada Post and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of **Licensee's** possession or use of the Licensed Content. **Licensee** will include a provision in its terms of use requiring a user of the CP Licensed Data to indemnify Canada Post and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of such user's possession or use of the CP Licensed Data.

被授權人應就因**被授權人**持有或使用授權內容所導致之損失、費用、支出、損害或傷害 (包括因傷致死) 求償, 對加拿大郵政及其主管、員工、代理人提出補償。**被授權人**應於使用條款中要求 CP 授權資料使用者就因其持有或使用 CP 授權資料所導致之損失、費用、支出、損害或傷害 (包括因傷致死) 求償, 對加拿大郵政及其主管、員工、代理人提出補償。

4. FINLAND:

芬蘭:

Service Description and Terms of Use for Finland POSTAL CODE SERVICES provided through Itella

透過 Itella 提供之芬蘭郵遞區號服務的服務描述和使用條款

Effective: January 1, 2013

生效日期: 2013 年 1 月 1 日

1. SERVICES

服務

The services consist of the postal code system and basic and changed information contained by domestic address files in a fixed format.

服務包括郵遞區號系統及國內地址檔案中所含之固定格式的基本和變更資訊。

2. TERMS OF USE FOR THE SERVICES

服務的使用條款

The following terms of use for the service apply.

適用以下服務使用條款。

2.1 USING THE SERVICES

使用服務

The information provided is always based on the information included in Itella's postal code system. The system data is based on information provided for Itella by municipalities and postal code information updated by Itella. Itella does not check the information received from municipalities.

所提供的資訊通常以 Itella 郵遞區號系統中包括的資訊為基礎。系統資料以自治區向 Itella 提供的資訊及 Itella 更新的郵遞區號資訊為基礎。

Itella 不會核查從自治區獲取的資訊。

Itella delivers the information available to self-service channels.

Itella 將提供自助服務管道可用的資訊。

2.2 THE CUSTOMER'S RESPONSIBILITIES

客戶職責

The customer is responsible for retrieving the postal code material, unpacking packaged files, handling and using the material, and updating its systems.

客戶負責擷取郵遞區號材料、解壓縮封裝檔案、處理和使用材料及更新其系統。

The customer is responsible for ensuring that, upon any disclosure of the material to third parties, the recipient also receives the updated service description and terms of use.

客戶負責確保向第三方揭露材料時, 接收者亦收到更新的服務描述和使用條款。

2.3 ITELLA'S RESPONSIBILITIES

ITELLA 職責

Itella is responsible for offering updated information available for retrieval on time as set out in the service description, unless otherwise stated later in this section. Itella is not responsible for damage caused by delayed, altered, or lost data due to equipment failure, communications or system disruptions, or other similar reasons.

Itella 負責如服務描述中所載提供可用的更新資訊以供準時擷取, 本節隨後另有規定者除外。對於因裝置故障、通訊或系統中斷或其他類似原因致使資料延遲、變更或遺失所導致的損害, Itella 概不承擔任何責任。

Itella does not guarantee that the information is fully faultless. There may be errors in the information caused by recurring changes or the party reporting the changes. Itella is not responsible for errors in information that were not caused by Itella's negligence.

Itella 概不擔保資訊準確無誤。週期性變更或相關方呈報變更導致資訊可能出錯。對於並非因 Itella 疏忽導致的資訊錯誤, Itella 概不承擔任何責任。

Itella is not responsible for any information user obligations towards third parties.

Itella 對第三方概無任何資訊使用者義務。

Itella is not responsible for the uninterrupted availability of service channels or the updating frequency of the information.

對於服務管道的不間斷可用性或資訊更新頻率，Itella 概不承擔任何責任。

2.4 LIMITATION OF THE SERVICES

服務限制

In the services, information about Åland Islands is only at a postal code level without any street data.

在服務中，奧蘭島的資訊僅限郵遞區號層級，並無任何街道資料。

The services contain information about public postal codes.

服務包含公共郵遞區號的資訊。

5. GERMANY ADDRESS DIRECTORY (DEUTSCHE POST DIREKT):

德國 ADDRESS DIRECTORY (DEUTSCHE POST DIREKT) :

Licensees are not allowed to use the data to provide any services to any other third party. Licensees are especially not allowed to distribute the product any further. Licensees are only allowed to use the data for own internal validation purposes. Licensees are not allowed to use the data to provide any services to any other legal entity. If Licensee wishes to provide services to any other legal entity, Licensee is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license. Licensees are not allowed to distribute the product any further.

禁止被授權人使用本資料向任何其他第三方提供任何服務。尤其禁止被授權人再進一步散布本產品。被授權人只得因個人內部驗證用途來使用該資料。禁止被授權人使用本資料向任何其他法律實體提供任何服務。如果被授權人想要向任何其他法律實體提供任何服務，則被授權人得負責直接向提供者取得有效授權。若要在其他法律實體內使用，則需要單獨授權。嚴禁被授權人再進一步散布本產品。

6. HERE MAP DATA BY HERE (HERE):

HERE MAP DATA BY HERE (HERE) :

The data ("Data") is provided for Licensee's internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, HERE and HERE Suppliers on the other hand.

本資料 (以下稱「資料」) 僅供被授權人內部使用，不得轉售。本資料受著作權保護，並受下列已由貴使用者以及 HERE 與 HERE 供應商同意之條款與條件約束。

© 2008 HERE. All rights reserved.

© 2008 HERE. 保留所有權利。

The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, © Canada Post Corporation, GeoBase© Department of Natural Resources Canada

加拿大地區之資料包括經加拿大當局允許所收集之資訊，其中包括：© Her Majesty the Queen in Right of Canada、© Queen's Printer for Ontario、

© Canada Post Corporation、GeoBase© Department of Natural Resources Canada

HERE holds a non-exclusive license from the United States Postal Service® to publish and sell ZIP+4® information.

HERE 保有自 United States Postal Service® 取得的非專屬授權，可發行及銷售 ZIP+4® 之資訊。

©United States Postal Service® 2008. Prices are not established, controlled or approved by the United States Postal Service®. The following trademarks and registrations are owned by the USPS: United States Postal Service, USPS, and ZIP+4.

©United States Postal Service® 2008. 價格並非由 United States Postal Service® 制定、控制或核准。以下商標及註冊為 USPS 所擁有：United States Postal Service、USPS 以及 ZIP+4。

Scope of Use. Licensee agrees to use this Data together with SAP Applications solely for your internal business operations purposes for which Licensee was licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Licensee may copy this Data only as necessary for Licensee's business use to (i) view it, and (ii) save it, provided that Licensee does not remove any copyright notices that appear and do not modify the Data in any way. Licensee agrees not to otherwise reproduce copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form except to your affiliates, for any purpose, except to the extent permitted by mandatory laws. Multi-disc sets may only be transferred or sold as a complete set as provided by SAP and not as a subset thereof.

使用範圍。 被授權人同意僅將此資料與 SAP Application 搭配用於被授權人已獲授權之內部業務營運用途，而不是用於服務機構、分時或其他類似用途。因此，被授權人僅得因其業務使用所需來複製此資料進行 (i) 檢視和 (ii) 儲存，前提是被授權人不會移除任何顯示的著作權通知，也不會以任何方式修改資料，但仍受以下段落說明之限制。被授權人同意不透過其他方式 (除了必備法律允許之範圍外) 對本資料之任何部分進行複製、修改、解編或進行還原工程，且不得因任何用途以任何形式傳送或散布本資料。多重光碟組僅能以 SAP 提供的完整組合方式移轉或銷售，而非其子集。

Restrictions. Except where Licensee has been specifically licensed to do so by SAP, and without limiting the preceding paragraph, Licensee may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

限制。 除非被授權人已由 SAP 明確授權，且沒有前段之限制，否則被授權人不得：(a) 使用本資料搭配任何產品、系統或者已安裝或以其他方式與具有車輛導航功能、定位功能、調度、即時路徑指引、車隊管理之車輛進行連線或通訊之應用程式，或其他類似應用程式；或 (b) 與任何定位裝置或任何行動或無線連接之電子或電腦裝置進行通訊，包括但不限於行動電話、掌上型電腦與手提電腦、呼叫器以及個人數位助理或 PDA 等。

Warning. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

警告。 因為時間的推移、情勢變遷、使用的來源以及收集全面地理資料的方式等，資料可能包含不準確或不完整之資訊，而任何一種原因皆可能導致不正確的結果。

No Warranty. This Data is provided to you "as is," and Licensee agrees to use it at its own risk. HERE and HERE SUPPLIERS make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

無擔保。 本資料是以「原狀」提供，且被授權人同意自己負擔使用的風險。HERE 和 HERE 供應商不以明示或默示、依法產生或以其他方式提供任何形式的保證、聲明或擔保，包括但不限於內容、品質、準確性、完整性、有效性、可靠性、符合特定目的、方便性、由此資料取得之使用或結果，也不會保證、聲明或擔保資料或伺服器將為不間斷或不會發生錯誤。

Disclaimer of Warranty: HERE and HERE SUPPLIERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

不為瑕疵擔保之聲明： HERE 和 HERE 供應商於此聲明，不提供任何明示或默示之品質、效能、適售性、符合特定目的或侵權行為等擔保。有些州、領域和國家不允許某些擔保排除內容，因此在該範圍內，上述內容可能不適用於貴使用者。

Disclaimer of Liability: HERE and HERE SUPPLIERS SHALL NOT BE LIABLE: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENCEE'S USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF CLIENT OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to Licensee.

免責聲明： HERE 和 HERE 供應商不應負擔以下責任：就任何主張、需求或訴訟而言，不論該主張、需求或訴訟之起因乃於主張任何可能源於資訊的使用或持有所造成之直接或間接的損失；或因被授權人之使用或無法使用此資訊、違反這些條款與條件所造成之任何利益、收益、合約或存款之損失或任何直接、間接、附隨或衍生性損害，無論是在訴訟期間、履約期間、侵權或基於擔保亦然，即使客戶或其授權人已被告知此類損害的可能性。有些州、領域和國家不允許某些責任排除內容或損害限制，因此在該範圍內，上述內容可能不適用於被授權人。

Indemnification: Licensee shall indemnify and save harmless HERE and HERE Suppliers, including Her Majesty The Queen, The Canada Post and the Department of Natural Resources Canada, and their officers, employees and agent: from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Data.

賠償： 被授權人應保護 HERE 和 HERE 供應商 (包括 Her Majesty The Queen、Canada Post 和 Department of Natural Resources Canada 及其辦事處、員工和專員) 並讓其免於承擔任何索賠、要求或訴訟的責任，不管因使用或持有資料或 Data 引起之索賠、要求或訴訟、所宣稱之損失、浪費、費用、損害或傷害 (包括致死的傷害) 原因的本質為何。

Government End Users. If the Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Data is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with these Pass Through Terms, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use," and shall be treated in accordance with such Notice:

政府的終端使用者。 如果資料正由美國政府或美國政府代表，或任何其他正在尋求或申請權利的實體 (該權利類似於習慣上由美國政府主張提出之權利) 所取得，則該資料為「商業項目」(該詞定義於 48 C.F.R. (以下稱「FAR」) 2.101)，並依照這些轉付條款而獲得授權，而且每一份傳送或以其他方式提供的資料皆應酌情與下列「使用聲明」一起標示與嵌入，且應遵循此類聲明來處理：

Notice of Use

使用聲明

Contractor (Manufacturer/ Supplier) Name: HERE

立約人 (製造商/供應商) 名稱：HERE

Contractor (Manufacturer/Supplier) Address: 425 W. Randolph Street, Chicago, Illinois 60606

立約人 (製造商/供應商) 地址：425 W. Randolph Street, Chicago, Illinois 60606

This Data is a commercial item as defined in FAR 2.101 and is subject to these End-User Term under which this Data was provided.

本資料為商業項目 (如 FAR 2.101 所定義)，且受提供此資料之下的終端使用者條款所規範。

© 2008 HERE – All rights reserved.

© 2008 HERE – 保留所有權利。

The Data may include or reflect data of licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada. Such data is licensed on an "as is" basis. The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, make no guarantees, representations or warranties respecting such data, either express or implied, arising bylaw or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

此資料可能包括或反映授權人的資料，包括 Her Majesty、Canada Post 和 Department of Natural Resources Canada。此資料以「原狀」授權。包括 Her Majesty、Canada Post 和 Department of Natural Resources Canada 在內的授權人，不會對此資料做出明示或默示、依法產生或以其他方式提供任何形式的保證、聲明或擔保，包括但不限於有效性、完整性、準確性或符合特定目的。

The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, shall not be liable in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the use or possession of the data or the Data. The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, shall not be liable in any way for loss of revenues or contracts, or any other consequential loss of any kind resulting from any defect in the data or the Data.

包括 Her Majesty、Canada Post 和 Department of Natural Resources Canada 在內的授權人，不應對任何索賠、要求或行動負責，而不論聲稱任何直接或間接損失、傷害或損害 (可能起因於使用或持有資料) 之索賠、要求或行動的原因性質為何。包括 Her Majesty、Canada Post 和 Department of Natural Resources Canada 在內的授權人，不應以任何方式對收益或契約損失或起因於資料缺陷之任何種類之其他衍生性損失負責。

End User shall indemnify and save harmless the licensors, including Her Majesty the Queen, the Canada Post and the Department of Natural Resources Canada, and their officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Data.

被授權人應保護授權人 (包括 Her Majesty The Queen、Canada Post 和 Department of Natural Resources Canada 及其公務人員、員工和專員) 並讓其免於承擔任何索賠、要求或訴訟的責任，不管因使用或持有資料或 Data 引起之索賠、要求或訴訟、所宣稱之損失、浪費、費用、損害或傷害 (包括致死的傷害) 原因的本質為何。

If Data for additional countries is included or distributed in connection with software products of SAP, or if Licensee uses data from relevant countries the following supplier terms/copyright notices shall be included in the Licensee Terms as applicable:

如果其他國家的資料包含或散佈在 SAP 軟體產品中，或者被授權人使用來自相關國家的資料時，以下供應商條款/著作權聲明應適當地隨附於被授權人條款中：

<u>Territory</u> 地域通知	<u>Notice</u>
Australia 澳大利亞	"Copyright. Based on data provided under license from PSMA Australia Limited (www.pdma.com.au)."
Austria 奧地利	"© Bundesamt für Eich- und Vermessungswesen"
Croatia, Cyprus, Estonia, Latvia, 克羅埃西亞、賽普勒斯、愛沙尼亞、拉脫維亞、 Lithuania, Moldova, Poland, 立陶宛、摩爾多瓦、波蘭、 Slovenia and/or Ukraine 斯洛維尼亞及/或烏克蘭	"© EuroGeographics"
France 法國	The following notice must appear on all copies of the Data, and may also appear on packaging: "source: © IGN 2009 – BD TOPO ©"
Germany 德國	"Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen" or "Die Grundlagendaten wurden mit Genehmigung der zustaendigen Behoerden entnommen."
Great Britain 大不列顛	"Based upon Crown Copyright material."
Greece 希臘	"Copyright Geomatics Ltd."
Hungary 匈牙利	"Copyright © 2003; Top-Map Ltd."
Italy 義大利	"La Banca Dati Italiana è stata prodotta usando quale riferimento anche cartografia numerica ed al tratto prodotta e fornita dalla Regione Toscana."
Norway 挪威	"Copyright © 2000; Norwegian Mapping Authority"
Portugal 葡萄牙	"Source: IgeoE – Portugal"
Spain 西班牙	"Información geográfica propiedad del CNIG"
Sweden 瑞典	"Based upon electronic data □ National Land Survey Sweden."
Switzerland 瑞士	"Topografische Grundlage: □ Bundesamt für Landestopographie."

7. MEXICO:

墨西哥：

The terms and conditions of the data provider HERE listed under Section 6 of this Exhibit 5, "HERE map data by HERE (HERE)" apply as Pass Through Terms for the Directory of Mexico.

附錄 5「HERE 提供之 HERE 地圖資料 (HERE)」第 6 條下所列資料供應商 HERE 的條款和條件作為墨西哥目錄之轉付條款套用。

8. NETHERLANDS (CENDRIS):

荷蘭 (CENDRIS)

For the purposes of these Netherlands Address Directory third party pass-through terms, "End User" shall mean the purchaser of the Package (whether directly through an SAP company or through a reseller), being the legal entity that enters into a software license agreement with an SAP company or a reseller exclusively for the purpose of internal use of the Package; "Postcode and Address File" shall mean the file with all the cities/towns, streets and postcodes in the Netherlands, along with the corresponding house numbers or series of house numbers; and "Additional Products" shall mean products supporting the use of the Postcode and Address File.

在在荷蘭地址指南中透過第三人導向的目的下，終端使用者指購買套件者(不論是直接從SAP公司或從轉售者購買)；作為一個與SAP或轉售者間有單獨為了套件內部使用目的之軟體授權契約的法律實體；郵遞區號及地址資料夾指內含荷蘭所有城鎮、街道及郵遞區號；以及門牌號碼或系列門牌號碼；額外產品指支援指用郵遞區號及地址資料夾的產品。

End User is only permitted to use the Package for internal use.

終端使用者僅被許可於內部使用此套件。

End User is not permitted to deliver the Postcode and Address File and/or Additional Products (irrespective of whether they are integrated into the Package) to third parties. For the purposes of these Netherlands Address Directory third party pass-through terms, third parties includes Affiliates of the End User.

終端使用者未被許可傳送任何郵遞區號或地址資料夾及/或額外的產品(不論是否已整合成套件)到第三人。在荷蘭地址指南中透過第三人導向的目的下，該第三人包含終端使用者的關係人。

For each violation of the aforementioned terms, the End User agrees to pay Cendris a penalty of EURO 7000 which is directly payable to Cendris and cannot be set-off against any amounts owed.

終端使用者同意，如有任何違反前述條款將立即向 Credris 支付歐元 7000 之罰款且不得與其他應付款項扣抵。

9. NEW ZEALAND (NEW ZEALAND POST):

紐西蘭 (NEW ZEALAND POST)：

This section contains the terms and conditions specified by New Zealand Post in respect of use of New Zealand Post's Postal Address File as part of the software supplied to you by SAP. Definitions used in this section apply exclusively to this section. In the case of conflict between the defined terms in this section and defined terms in the main body of the Use Rights document, the defined terms in this section shall take precedence solely in relation to use of New Zealand Post's Postal Address File.

本條含有紐西蘭郵政針對紐西蘭郵政地址檔案作為 SAP 提供予貴使用者軟體之一部分條款與條件。本條所列出之定義，僅在本條中適用。若本條所定義之用語抵觸使用授權文件本文內用語定義，僅針對有關紐西蘭郵件地址檔案使用之事項，概以本條定義用語為準。

Definitions

名詞定義

In this section:

在本條中：

Data means the Postal Address File, as more particularly described at www.nzpost.co.nz/sendright, as such description is amended from time to time.

資料係指郵件地址檔案，並於 www.nzpost.co.nz/sendright 中詳述，而前揭網站中之敘述，得不定期更新之。

Documentation means any user and technical documentation supplied by New Zealand Post with the Data to enable SAP, End Users or any of their personnel to use the Data, and any confidential information of New Zealand Post.

文件係指紐西蘭郵政隨著資料而提供之任何使用者與技術文件，俾利 SAP、終端使用者或其等之任何人員使用資料和紐西蘭郵政之任何機密資訊。

End User means any person to whom Data is permitted to be distributed, sold or made available by SAP.

終端使用者係指 SAP 獲准得向其散布、銷售或提供資料之任何人士。

Intellectual Property Rights includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks, registered or unregistered designs, circuit layouts, databases, confidential information, know-how, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields anywhere in the world, together with all right, interest or licence in or to any of the foregoing.

智慧財產權包括著作權及成文法、判例法或衡平法所賦予與後列各項有關之一切權利：發明(包括專利)、已註冊或未註冊之商標、已註冊或未註冊之設計、積體電路布局、資料庫、機密資訊、技術秘竅有關和由於在產業、科學、文學或藝術領域之知性活動而在世界各地所生的所有其他權利(包括前述任一項之所有權利、利益或授權)。

Incorporated Software means the software providing the address data services supplied to the End User by SAP which incorporates the Data.
內嵌軟體係指 SAP 用以提供地址資料服務予終端使用者而已將資料嵌入之軟體。

Licensor means New Zealand Post Limited, at Wellington NZ.
授權人係指位於紐西蘭威靈頓之 New Zealand Post Limited。

i. The End User (and any of its agents and sub-contractors) may only use Data in accordance with the terms of this section, for the End User's internal purposes, and only as part of or in combination with the Incorporated Software and/or any related services provided to it by SAP. The End User must procure that any agents or sub-contractors to whom the Data is provided comply with the terms of this Agreement.

終端使用者 (及其代理人及次承攬人) 僅得遵照本條之規定使用資料, 供其內部之用, 且僅得將其作為內嵌軟體及/或 SAP 向其提供之任何相關服務之一部或與其併用。終端使用者如提供資料予其代理人或次承攬人, 必須促使代理人或次承攬人遵守本合約之規定。

ii. The End User agrees that the Data and the Documentation and all Intellectual Property Rights and other rights in the Data and the Documentation from time to time remain the property of New Zealand Post and its licensors (as the case may be).

終端使用者同意資料及文件和資料內之一切智慧財產權與其他權利均始終歸紐西蘭郵政及其授權人 (視情況而定) 所有。

iii. The End User must not remove or tamper with any disclaimer or copyright notice attached to or used in relation to Data.

終端使用者不得將資料中隨附或使用之任何相關免責或著作權聲明予以移除或竄改。

iv. The End User has no right to use any of the trade marks, business names or logos of New Zealand Post unless expressly stated otherwise in any sub-licence granted to the End User by the SAP within the terms of any licence granted by New Zealand Post to SAP.

除經 SAP 按照紐西蘭郵政所授與予 SAP 之任何授權條件而明文轉授權予終端使用者外, 終端使用者並無權利使用紐西蘭郵政之任何商標、公司名稱或標誌。

v. The End User must not at any time (a) copy, reproduce, publish, sell, let, modify, extract or otherwise part with possession of the whole or any part of the Data or relay or disseminate the same to any other party; (b) other than as permitted under (i) above, provide the Data to (or allow the provision of the Data to, or access to the Data of) any agents or sub-contractors of the End User without the prior written consent of New Zealand Post; or (c) sub-license all or any part of the Data to any person, or purport or attempt to do so, in each case, unless expressly permitted otherwise by New Zealand Post in writing.

終端使用者不得在任何時刻: (a) 拷貝、複製、出版、販賣、出租、修改、摘錄或以他法拋棄資料之全部或任何部分的占有或將其占有轉交或散播予任何其他人; (b) 除按上述第 (i) 項所許可者外, 未經紐西蘭郵政事前書面同意, 而將資料提供予 (或允許他人將資料提供予、或將資料之存取權交予) 終端使用者之任何代理人或次承攬人; 或 (c) 將資料之所有或任何部分轉授權 (或有意或試圖轉授權) 予任何人; 但前述任一情況下, 如經紐西蘭郵政以書面明文許可時, 均不在此限。

vi. The End User may make a reasonable number of back-up copies of the Data for security purposes. The End User may only use such back-up copies for archive retention and retrieval purposes, and only during the term of the licence.

終端使用者得為安全性之目的而就資料進行合理數量之備份。終端使用者僅得為備份保存及還原之目的, 於授權期間內, 使用該等備份檔。

vii. If any licence under which a third party grants to New Zealand Post the right to incorporate the third party's material in the Data is terminated, the licence to the End User in respect of that material terminates and the End User must, at New Zealand Post's request, remove the same material from any copies of any Data held by the End User within 90 days.

若任何第三人所授與予紐西蘭郵政將該第三人之資料整合至資料內之權利遭到終止, 終端使用者就該第三人資料所取得之授權亦應終止, 且終端使用者應於紐西蘭郵政要求時於 90 日內, 從其所持有之資料的任何副本內, 移除該第三人資料。

viii. The End User must not make any statement or claim relating to the Data being approved, recommended or endorsed by New Zealand Post or do anything similar or imply that such is the case, unless New Zealand Post has expressly given its prior written consent to the form and content of such claim.

終端使用者不得做出任何聲明或聲稱資料係經紐西蘭郵政核准、推薦或背書或為任何類似之行為或暗示; 但該聲明之形式與內容如經紐西蘭郵政事前明確書面同意者, 除外。

ix. The End User must comply with the requirements of the Privacy Act 1993 and any other applicable law or regulations relevant to its possession or use of Data.

終端使用者必須遵循 1993 年隱私法之要求, 及任何其他與持有或使用資料相關之法律或法規的規定。

x. The End User must ensure that its personnel, agents and sub-contractors comply with the above terms as if they were SAP.

終端使用者必須負責使其人員、代理人、次承攬人遵守上述規定, 比照 SAP 親自監督之情況辦理。

xi. The End User acknowledges that New Zealand Post has made no warranty that the Data will be free from errors, omissions, inaccuracies, viruses or other destructive code, or that the Data will be fit for the End User's purpose or for use in any specific technical environment.

終端使用者理解並體諒紐西蘭郵政並不保證資料不存在任何錯誤、疏漏、不準確、病毒或其有害代碼, 或資料能符合終端使用者之用途或能用在任何特定之技術環境。

xii. On receipt of an update to any Data (including as part of any update of the Incorporated Software) (such updates each being an “Update”), the End User must as soon as practicable cease use of any previous version of the Data (and must in any event cease such use by the end of the term of the licence) and commence use of the Update.

於收到任何資料之更新 (包括內含在內嵌軟體之任何更新中) (各該更新以下簡稱「更新」) 時, 終端使用者必須盡速停止使用資料之任何先前版本 (且在任何情況下, 必須在授權期限結束前, 停止該等使用) 並開始使用更新。

xiii. The End User's right to use each Update shall terminate six months after the date on which such Update was released by New Zealand Post. Early termination of SAP's licence from New Zealand Post shall not affect the End User's right to use any Data provided that such early termination was not caused by or connected with any act or omission of the End User.

終端使用者使用各該更新之權利, 應於紐西蘭郵政發行該更新之日起滿六個月時終止。紐西蘭郵政提前終止 SAP 之授權, 不會影響終端使用者使用任何資料之權利; 但須限於該提前終止並非由於終端使用者之任何行為或疏失所造成或與其有關。

xiv. The End User must keep the confidential information of New Zealand Post, including the Data, confidential.

終端使用者應就紐西蘭郵政之機密資訊 (包括資料), 予以保密。

xv. The End User acknowledges and agrees that Land Information New Zealand (“LINZ”) and the Crown hold absolutely and exclusively certain material which has been licensed to New Zealand Post and incorporated into the Data, and that LINZ and the Crown do not assign any copyright or other intellectual property rights in such material either to New Zealand Post, SAP or the End User. The End User further acknowledges and agrees that LINZ and the Crown shall not, in any circumstances, be liable for any loss or damage (even if LINZ or the Crown has been advised of the possibility of such loss or damage, and including, without limitation, any direct loss, indirect loss, consequential loss, loss of profits, business interruption loss or loss of data) suffered by the End User or any other person in connection with this Agreement. In the event that any exclusion of the liability of LINZ or the Crown set out in this clause is inapplicable, or is held unenforceable, the liability of each of LINZ and the Crown under or in connection with this Agreement, or arising out of any use, reproduction, modification, or creation of compilations or derivative works of or from the Data (by the End User or any other person), whether that liability arises in tort (including negligence), equity or any other basis, shall be limited to the fees paid by New Zealand Post for the material incorporated in the Data which gave rise to the loss or damage, exclusive of GST. For the purposes of the Contracts (Privity) Act 1982, this clause confers a benefit on, and is enforceable by, LINZ and the Crown.

終端使用者知悉並同意紐西蘭國土局 (以下稱「LINZ」) 及王室絕對且獨立持有已授權給紐西蘭郵政並整合到資料中的特定材料, 且 LINZ 及王室不會轉讓任何此類材料之著作權或其他智慧財產權給紐西蘭郵政、SAP 或終端使用者。終端使用者也知悉並同意 LINZ 及王室不得在任何情況下承擔終端使用者或其他人員所受與本合約有關之損失或損害 (即使 LINZ 或王室已被告知此類損失或損害的可能性, 包括但不限於任何直接損失、間接損失、衍生性損失、利潤損失、營運中斷損失或資料喪失)。如果本條款中說明之 LINZ 或王室之排除責任不適當, 或無法強制執行, 則 LINZ 與王室個別依據本協議所承擔之責任, 或因任何使用、複製、修改或建立編譯或從資料而衍生的作品 (由終端使用者或其他人進行) 所造成之責任, 不論該責任是否因侵權行為 (包括過失)、衡平法或任何其他依據而產生, 都應僅限於紐西蘭郵政針對引起損失或損害之已整合到資料中的材料所支付的費用, 不包含消費稅。為了執行 1982 年契約 (共同利益關係) 法, 本條款授予 LINZ 與王室利益, 且可由 LINZ 與王室強制執行本條款。

xvi. The End User agrees and represents that it is acquiring the Data and any Documentation for the purposes of a business and that the Consumer Guarantees Act 1993 (New Zealand) does not apply.

終端使用者同意並聲明其取得資料與任何文件係為商業之目的, 故 1993 年消費者擔保法 (紐西蘭) 並不適用。

xvii. The End User must indemnify New Zealand Post and keep New Zealand Post indemnified against any claim, proceeding, damage, liability, loss, cost or expense (including legal costs on a solicitor and own client basis), whether arising in contract, tort (including for negligence) or otherwise, arising out of or in connection with any breach by the End User of any of the above terms or the use of the Data by the End User or any other person who has obtained the Data from an End User. The End User's total aggregate liability to New Zealand Post under this clause xvii shall not exceed \$250,000.

對於任何索賠、程序、責任、損失、費用或開支 (包括律師和其客戶端之一切法律費用), 無論係由於合約、侵權行為 (包括過失) 或其他情形所致者, 凡是由於終端使用者違反上述任何規定、終端使用者或自終端使用者處取得資料之任何其他人士就資料之使用而引起或與其有關者, 終端使用者均應賠償紐西蘭郵政, 並保證其概不承擔相關損害。終端使用者對紐西蘭郵政基於本第 xvii 條所負之全部累計責任, 應以 \$250,000 為上限。

xviii. New Zealand Post must have rights to enforce the above terms for the purposes of the Contracts (Privity) Act 1982, and is entitled to terminate the End User's right to use any Data if the End User breaches any of those terms.

為合約 (隱私) 法 1982 之故, 紐西蘭郵政應有權執行上述條款, 並得於終端使用者違反任何上述條款時, 終止終端使用者使用任何資料之權利。

10. RUSSIA:

俄羅斯:

The terms and conditions of the data provider HERE listed under Section 6 of this Exhibit 5, “HERE map data by HERE (HERE)” apply as Pass Through Terms for the address data of Russia.

附錄 5「HERE 提供之 HERE 地圖資料 (HERE)」第 6 條下所列資料供應商 HERE 的條款和條件作為俄羅斯地址資料之轉付條款套用。

11. SPAIN (DEYDE):

西班牙 (DEYDE):

Licensee acknowledges that the DEYDE-STREETFILES, which are used in the Spain Address Directory within all versions of Data Services and Data Quality Management, are the intellectual property of DEYDE.

被授權人確認, 用於所有版本之 Data Services 及 Data Quality Management 內的西班牙 Address Directory 中的 DEYDE-STREETFILES, 為 DEYDE 之智慧財產。

12. SWITZERLAND ADDRESS DIRECTORY (SCHWEIZERISCHE POST):

瑞士 ADDRESS DIRECTORY (SCHWEIZERISCHE POST) :

Licensees are not allowed to extract any data provided. Licensees are only allowed to use the product for own validation purposes. Licensees are not allowed to use the data to provide any services to any other legal entity. Any use within another legal entity requires a separate license.

被授權人不得擷取任何提供之資料。被授權人只得因個人驗證用途來使用該產品。禁止被授權人使用本資料向任何其他法律實體提供任何服務。若要在其他法律實體內使用，則需要單獨授權。

13. TOM TOM:

TOM TOM :

Third Party Restrictions

第三方限制

A. Additional provisions for MultiNet® data of Norway. End User is prohibited from using the MultiNet® data of Norway to create commercial general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority.

MultiNet® data of Norway 的附加條款終端使用者不得使用 MultiNet® data of Norway 來建立商務通用印刷或數位地圖，這類似於 Norwegian Mapping Authority 的基本國家產品。

B. Additional Provisions with respect to the data for China: End User agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to End User when available to TomTom. China data may not be exported from China.

中國資料相關的附加條款：終端使用者同意，包含中國資料的任何授權產品須遵守附加條款與條件，這些條款與條件在供 TomTom 可用時應提供給終端使用者。中國資料不得從中國匯出。

C. Additional Provisions with respect to the data for India: End User agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to End User when available to TomTom.

印度資料相關的附加條款：終端使用者同意，包含印度資料的任何授權產品須遵守附加條款與條件，這些條款與條件在供 TomTom 可用時應提供給終端使用者。

D. Additional Provisions with respect to the data for Korea: End User agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to Licensee when available to TomTom. Korea data may not be exported from Korea.

韓國資料相關的附加條款：終端使用者同意，包含韓國資料的任何授權產品須遵守附加條款與條件，這些條款與條件在供 TomTom 可用時應提供給被授權人。韓國資料不得從韓國匯出。

E. As of the Effective Date, the following restriction applies to the Licensed TomTom Products: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Value Added Products, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Value Added Product, and optionally extract data for fleet management purposes.

自生效日起，取得授權的 TomTom 產品須遵守以下限制：授權產品中包含的 6 位數字母/數字加拿大郵遞區號，不得用於加拿大郵遞系統的大宗物品郵寄。另外，6 位數字母/數字加拿大郵遞區號必須全部被包含在授權應用程式中，不得為可擷取。加拿大郵遞區號不得顯示或用於在網際網路上查找郵遞區號，也不得從任何應用程式擷取或匯出以用於建立任何其他資料集或應用程式。儘管有前述規定，終端使用者亦可選擇使用加值產品糾正或衍生加拿大郵遞區號，但僅得作為加值產品中設定的地點（例如，交付點和倉庫的地點）的地址資訊的一部分，並可選擇出於車隊管理目的擷取資料。

F. Additional provisions with respect to the Premium Points of Interest North America Licensed Product: It is expressly prohibited to use the Premium Points of Interest North America for (a) telephone call routing related applications; (b) screen pop applications, (c) CD-ROM director of other derivative directory product; (d) verification services; (e) caller name services; and (f) online marketing lead verification services.

北美授權產品重要關注點附加條款：明文禁止將北美重要關注點用於 (a) 電話路由相關應用程式；(b) 螢幕彈出應用程式，(c) 其他衍生目錄產品的 CD-ROM 指示器；(d) 驗證服務；(e) 來電姓名顯示服務；(f) 線上行銷商機驗證服務。

Following restrictions will apply to usage of the Brand Icon component:

以下限制適用於 Brand Icon 元件的使用。

End User agrees that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to the End User from time to time in the product release notes.

終端使用者同意，Brand Icon 元件的使用須遵守本合約中所載的條款和條件，且可能存在使用 Brand Icon 元件須遵守的附加第三方條款、條件和限制，將在產品發佈說明中不時提供給終端使用者。

G. Additional End User provisions:

附加終端使用者條款：

End User shall not use the Authorized Application to create (or assist in the creation of) a digital map database. A "digital map database" means a database of geospatial data containing the following information and attributes: (x) road geometry and street names; or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.

終端使用者不得使用授權應用程式建立（或協助建立）數位地圖資料庫。「數位地圖資料庫」係指包含以下資訊和屬性的地理空間資料的資料庫：(x) 道路幾何結構和街道名稱；或 (y) 在此道路幾何結構上啟用轉向導航的路由屬性；或 (z) 個別地址經度與緯度以及門牌號範圍。

End User shall not use the Authorized Application to provide competitive information about TomTom or its products to third parties.

終端使用者不得使用授權應用程式將有關 TomTom 或其產品的競爭資訊提供給第三方。

The Authorized Application may not be used for in-flight navigation.

取得授權的應用程式不得用於飛行中導航。

In the event that any End User is a government entity, include language which is substantially the same as the following:

倘若任何終端使用者為政府實體，則採用大致如下的說明：

U.S. GOVERNMENT RIGHTS. If End User is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Licensed Product, the construction that provides greater limitations on the Government's rights shall control. Contractor/manufacturer is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643. 0330. The Licensed TomTom Products are © 2006-201_ by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed TomTom Products are a trade secret and a proprietary commercial product and not subject to disclosure.

美國政府權利。若終端使用者為美國政府的機構、部門或其他實體，或由美國政府提供全部或部份資金來源，則使用、複製、複印、發佈、修改、披露或轉移本商業產品及隨附文件將根據任何適用 DFARS 或 FAR 中所述之有限或受限權利的限制。若適用於授權產品之任何 FAR 及/或 DFARS 之間產生衝突，則對政府權利提供更大限制的法律解釋優先。約聘人員/製造商為 TomTom North America, Inc.，地址 11 Lafayette Street, Lebanon, NH 03766-1445。電話：603.643.0330。取得授權的 TomTom 產品屬 © 2006-201_ by TomTom。保留所有權利。為了符合聯邦、州或當地法律下的公開披露規定，經議定，取得授權的 TomTom 產品為商業機密及專屬的商業產品，不得披露。

If End User is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then End User hereby agrees to protect the Licensed TomTom Products from public disclosure and to consider the Licensed TomTom Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed TomTom Products. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Licensed TomTom Products shall be terminated and considered immediately null and void. Any copies of the Licensed TomTom Products held by Licensee shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Licensed TomTom Products shall immediately be destroyed.

若終端使用者為美國政府的機構、部門或其他實體，或由美國政府提供全部或部份資金來源，則終端使用者特此同意保護取得授權的 TomTom 產品不被公開披露，且取得授權的 TomTom 產品視為豁免法規、法律、規定或準則的約束，包括「陽光法案」、「公共記錄法」、「信息自由法案」或類似法律，此等法律允許公眾存取及/或複印或使用取得授權的 TomTom 產品。倘若根據任何這些法律該豁免不成立，則應視為違反本合約，且保留取得授權的 TomTom 產品的複本或其使用之任何與所有權利應終止並被視為立即無效。應立即銷毀被授權人所持有、取得授權之 TomTom 產品的任何複本。若有管轄權的法院出於任何原因認為此條款全部或部份無效且無法實施，則本合約應被視為全部已終止且無效，並應立即銷毀取得授權的 TomTom 產品的任何和全部複本。

Additional Licensed Product Provisions and Details

附加授權產品的條款與詳情

A. *Additional Provisions with respect to the MultiNet® data of Norway only.* Licensee is prohibited from using the MultiNet® data of Norway to create general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority. (Any Authorized Application of the MultiNet® data of Norway shall be regarded as similar to the basic national products of the Norwegian Mapping Authority if such Authorized Application has a regional or national coverage, and at the same time has a content, scale and format that are similar to the basic national products of the Norwegian Mapping Authority.)

僅與 MultiNet® of Norway (挪威版本) 有關的附加條款：被授權人不得使用 MultiNet® data of Norway 來建立通用印刷或數位地圖，這類似於 Norwegian Mapping Authority 的基本國家產品。(若此授權應用程式擁有地區或國家覆蓋範圍，並且同時擁有類似於 Norwegian Mapping Authority 之基本國家產品的內容、比例和格式，則 MultiNet® data of Norway 的任何授權應用程式應視為類似於 Norwegian Mapping Authority 的基本國家產品。)

B. *Additional Provisions with respect to the data for China:* Licensee agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to Licensee when available to TomTom. China data may not be exported from China.

中國資料相關的附加條款：被授權人同意，包含中國資料的任何授權產品須遵守附加條款與條件，這些條款與條件在可供 TomTom 運用期間應提供予被授權人。中國資料不得從中國匯出。

C. *Additional Provisions with respect to the data for India:* Licensee agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to Licensee when available to TomTom.

印度資料相關的附加條款：被授權人同意，包含印度資料的任何授權產品須遵守附加條款與條件，這些條款與條件在可供 TomTom 運用期間應提供予被授權人。

D. *Additional Provisions with respect to the data for Korea:* Licensee agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to Licensee when available to TomTom. Korea data may not be exported from Korea. Data cannot be shipped to End Users in an open format (such as ESRI shapefile).

韓國資料相關的附加條款：被授權人同意，包含韓國資料的任何授權產品須遵守附加條款與條件，這些條款與條件在可供 TomTom 運用期間應提供予被授權人。韓國資料不得從韓國匯出。資料不得以開放格式送達給終端使用者 (例如 ESRI shapefile)。

E. *As of the Effective Date, the following restriction applies to the Licensed TomTom Products:* The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric

Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Value Added Products, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Value Added Product, and optionally extract data for fleet management purposes.

自生效日起，取得授權的 TomTom 產品須遵守以下限制：授權產品中包含的 6 位數字/數字加拿大郵遞區號，不得用於加拿大郵遞系統的大宗物品郵寄。另外，6 位數字/數字加拿大郵遞區號必須全部被包含在授權應用程式中，不得為可擷取。加拿大郵遞區號不得顯示或用於在網際網路上查找郵遞區號，也不得從任何應用程式擷取或匯出以用於建立任何其他資料集或應用程式。儘管有前述規定，終端使用者亦可選擇使用加值產品糾正或衍生加拿大郵遞區號，但僅得作為加值產品中設定的地點（例如，交付點和倉庫的地點）的地址資訊的一部分，並可選擇出於車隊管理目的擷取資料。

F. *Additional provisions with respect to the Premium Points of Interest North America Licensed Product.* It is expressly prohibited to use the Premium Points of Interest North America for (a) telephone call routing related applications; (b) screen pop applications, (c) CD-ROM director of other derivative directory product; (d) verification services; (e) caller name services; and (f) online marketing lead verification services. The Local Points of Interest North America cannot be licensed to the following companies, their commonly owned companies or aliases: Acxiom, Accudata, Allant, Alliance Data, eBeureau, Equifax, Experian, Knowledgebase Marketing, ChoicePoint, Harte-Hanks, Infutor, Donnelley Marketing, infoGroup, Trans Union, Transaction Network Services, and LexisNexis.

北美授權產品重要關注點附加條款：明文禁止將北美重要關注點用於 (a) 電話路由相關應用程式；(b) 螢幕彈出應用程式，(c) 其他衍生目錄產品的 CD-ROM 指示器；(d) 驗證服務；(e) 來電姓名顯示服務；(f) 線上行銷商機驗證服務。北美當地興趣點不能授權給以下公司、其共同擁有的公司或別名：Acxiom、Accudata、Allant、Alliance Data、eBeureau、Equifax、Experian、Knowledgebase Marketing、ChoicePoint、Harte-Hanks、Infutor、Donnelley Marketing、infoGroup、Trans Union、Transaction Network Services 和 LexisNexis。

Following restrictions will apply to usage of the Brand Icon component:

以下限制適用於 Brand Icon 元件的使用。

Licensee agrees that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to the End User from time to time in the product release notes.

被授權人同意，Brand Icon 元件的使用須遵守本合約中所載的條款和條件，且可能存在使用 Brand Icon 元件須遵守的附加第三方條款、條件和限制，將在產品發佈說明中不時提供給終端使用者。

G. *Copyright Notices.* Licensee shall conspicuously display each applicable then current copyright notice for the Licensed TomTom Products in accordance with Article 10.5 "Intellectual Property (rights) notice" for each Authorized Application that is based upon:

著作權聲明。被授權人應根據基於以下項的各授權應用程式之第 10.5 款「智慧財產 (權) 聲明」明顯地顯示授權 TomTom 產品當時適用的各著作權聲明：

1. *MultiNet®.* As of the Effective Date, the copyright notice is: "Data Source © <current year> TomTom"; and, in addition, "based on":

MultiNet®. 從生效日期起，著作權聲明為："Data Source © <current year> TomTom"; and, in addition, "based on":

(a) *MultiNet® data of Austria.* As of the Effective Date, the copyright notice is: "© BEV, GZ 1368/2003."

MultiNet® data of Austria. 從生效日期起，著作權聲明為："© BEV, GZ 1368/2003."

(b) *MultiNet® data of Denmark.* As of the Effective Date, the copyright notice is: "© DAV, violation of these copyrights shall cause legal proceedings."

MultiNet® data of Denmark. 從生效日期起，著作權聲明為："© DAV, violation of these copyrights shall cause legal proceedings."

(c) *MultiNet® data of France.* As of the Effective Date, the copyright notice is: [for an Authorized Application for Navigation Units: "© IGN France."] / [for an Authorized Application for Geographic Information Systems: "Georoute © IGN France."] / [for an Authorized Application for navigational products: "Michelin data © Michelin 20__"]

MultiNet® data of France. 從生效日期起，著作權聲明為：[for an Authorized Application for Navigation Units: "© IGN France."] / [for an Authorized Application for Geographic Information Systems: "Georoute © IGN France."] / [for an Authorized Application for navigational products: "Michelin data © Michelin 20__"]

(d) *MultiNet® data of Indonesia.* As of the Effective Date, the copyright notice is: "© Base data Bakosurtanal".

MultiNet® data of Indonesia. 從生效日期起，著作權聲明為："© Base data Bakosurtanal".

(e) *MultiNet® data of Great Britain.* As of the Effective Date, the copyright is:

MultiNet® data of Great Britain. 從生效日期起，著作權為：

"Contains Ordnance Survey data © Crown copyright and database right [current year]" and "Contains Royal Mail data © Royal Mail copyright and database right [current year]"

"Contains Ordnance Survey data © Crown copyright and database right [current year]" and "Contains Royal Mail data © Royal Mail copyright and database right [current year]"

(f) *MultiNet® data of Northern Ireland.* As of the Effective Date, the copyright notice is:

(f) *MultiNet® data of Northern Ireland.* 從生效日期起，著作權聲明為：

"Ordnance Survey of Northern Ireland."

"Ordnance Survey of Northern Ireland."

(g) *MultiNet® data of Norway.* As of the Effective Date, the copyright notice is: "© Norwegian Mapping Authority, Public Roads Administration / © Mapsolutions."

MultiNet® data of Norway. 從生效日期起，著作權聲明為："© Norwegian Mapping Authority, Public Roads Administration / © Mapsolutions."

(h) *MultiNet® data of Russia*: As of the Effective Date, the copyright notice is: "© Roskartographia"

MultiNet® data of Russia : 從生效日期起, 著作權聲明為: "© Roskartographia"

(i) *MultiNet® data of Switzerland*. As of the Effective Date, the copyright notice is: "© Swisstopo."

MultiNet® data of Switzerland. 從生效日期起, 著作權聲明為: "© Swisstopo."

(j) *MultiNet® data of The Netherlands*. As of the Effective Date, the copyright notice is:

MultiNet® data of The Netherlands. 從生效日期起, 著作權聲明為:

"Topografische ondergrond Copyright © dienst voor het kadaster en de openbare registers, Apeldoorn 2013."

2. *MultiNet® North America*: As of the Effective Date, the copyright notice is: "© 2006 – 2013_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. TomTom is an authorized user of selected Statistics Canada computer files and distributor of derived information products under Agreement number 6776. The product is sourced in part from Statistics Canada computer files, including 2010 Road Network File (RNF), 92-500-G and 2006 Census Population and Dwelling Count Highlight Tables, 97-550-XWE2006002. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, GeoBase®, and Department of Natural Resources Canada, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."

MultiNet® North America : 從生效日期起, 著作權聲明為: "© 2006 – 2013_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. TomTom is an authorized user of selected Statistics Canada computer files and distributor of derived information products under Agreement number 6776. The product is sourced in part from Statistics Canada computer files, including 2010 Road Network File (RNF), 92-500-G and 2006 Census Population and Dwelling Count Highlight Tables, 97-550-XWE2006002. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, GeoBase®, and Department of Natural Resources Canada, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."

3. *MultiNet® Post*: As of the Effective Date, the copyright notice is: "© 2006 – 2013_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."

MultiNet® Post : 從生效日期起, 著作權聲明為: "© 2006 – 2013_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."

4. *Premium Points of Interest North America*: As of the Effective Date, the copyright notice is: "© 2006-2013 TomTom. All rights reserved. This material is proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by TomTom or its suppliers. Portions of the POI database contained in Local Points of Interest North America have been provided by Localeze. The use of this material is subject to the terms of a license agreement. Any unauthorized copying or disclosure of this material will lead to criminal and civil liabilities."

北美重要興趣點 : 從生效日期起, 著作權聲明為: "© 2006-2013 TomTom. All rights reserved. This material is proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by TomTom or its suppliers. Portions of the POI database contained in Local Points of Interest North America have been provided by Localeze. The use of this material is subject to the terms of a license agreement. Any unauthorized copying or disclosure of this material will lead to criminal and civil liabilities."

14. UK (ROYAL MAIL):

英國 (英國皇家郵政) :

PREAMBLE

前言

The following terms constitute the end user licence agreement for PAF® Data.

以下條款構成 PAF® 資料之終端使用者授權合約。

Public Sector entities operating within the United Kingdom must also enter into a direct Public Sector Licence agreement with Royal Mail. SAP will require Licensee to provide evidence of such a valid licence.

於英國境內運作之公共部門實體必須另行與英國皇家郵政簽訂直接公共部門授權合約。SAP 將要求被授權人提供有效授權證明。

Corporate Group licences are available by also entering into a direct licence agreement with Royal Mail. SAP will require Licensee to provide evidence of such a valid licence.

公司集團授權可透過另行與英國皇家郵政簽訂直接授權合約取得。SAP 將要求被授權人提供有效授權證明。

The End User agrees to notify Solution Provider and/or Third Party Solution Providers immediately about any licensing changes and/or exceeding of the licensed category.

終端用戶同意, 授權如有變更及/或超出授權類型, 須立即通知解決方案供應商及/或第三方解決方案供應商。

DEFINITIONS AND INTERPRETATION

定義與釋義

In this Licence the following terms have the following meanings:

在本授權中, 以下詞彙具有以下涵意:

Bureau Customer	a customer for a Bureau Service
機構客戶	機構服務之客戶
Bureau Services	a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer

機構服務	針對客戶資料庫進行資料清理，並將清理後客戶資料庫提供予相關客戶之服務
Customer Database	a database of an End User's customer
客戶資料庫	終端使用者之客戶的資料庫
Data Cleansing	the processing of existing data records using PAF® Data:
資料清理	使用 PAF® 資料處理既有資料紀錄：
	(a) including validating, reformatting, correcting or appending additional data to those records, and 包括驗證、重新格式化、更正或將其他資料加入該等紀錄；及
	(b) including the use of PAF® Data within address capture applications, but 包括於地址擷取應用程式內使用 PAF® 資料；但
	(c) not including Data Extraction (whether carried out by an address capture application or otherwise), 不包括資料擷取 (無論是否由地址擷取應用程式執行)；
	and Cleansed shall be read accordingly 清理後 應據此解釋
End User	a single legal entity who a Licensee may permit to use PAF® Data through its Users in accordance with this Licence
終端使用者	經被授權人容許透過其使用者依本授權使用 PAF® 資料之單一法律實體
End User Terms	the terms set out in the Licence
終端使用者條款	授權所載條款
Extracted Data	data generated as a result of Data Extraction
擷取的資料	因資料擷取產生之資料
Licence	these terms made up of the "Preamble" section, "Definitions and Interpretation" section and the "Licence Terms" section
授權	本條款，包括「前言」、「定義與釋義」、及「授權條款」部分
PAF® Data	Royal Mail's database known as PAF®, and including the database known as the "Alias File"
PAF® 資料	英國皇家郵政名為 PAF® 之資料庫，包括名為「Alias 檔案」之資料庫
Solution	a product or service or other solution which benefits from or includes PAF® Data (including the provision of PAF® Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data
解決方案	利用或包含 PAF® 資料之產品、服務或其他解決方案 (包括提供 PAF® 資料本身)，無論格式、製作或散佈方式，亦無論是否包含其他功能、服務、軟體或資料
Substantially All Database	a database which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland
等同全部資料庫	含有全部或幾乎全部英國或英格蘭、威爾斯、蘇格蘭或北愛爾蘭地址之資料庫 (無論為本身或作為其他資料庫之部分)
User	an individual authorised by an End User to use a Solution
使用者	經終端使用者授權使用解決方案之個人

LICENCE TERMS

授權條款

1. End Users' permitted use of Solutions

終端使用者之解決方案許可使用

End Users may freely use PAF® Data in Solutions in accordance with these End User Terms.

終端使用者得依本終端使用者條款自由使用解決方案中之 PAF® 資料。

2. Conditions of use

使用條件

(a) End Users must not make copies of PAF® Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.

除本終端使用者條款許可，或基於備份、安全防護、業務持續及系統測試目的合理所需者外，終端使用者不得複製 PAF® 資料。

(b) End Users may use PAF® Data for Data Extraction but Extracted Data:

終端使用者得使用 PAF® 資料進行資料擷取，但擷取的資料：

- (i) may only be accessed by Users, and
僅得由使用者存取；且
 - (ii) must not be supplied or any access to it provided to any third party.
不得提供予第三方或供第三方存取。
- (c) End Users may provide Cleansed data to third parties provided that:
終端使用者得提供清理後資料予第三方，但應符合下列條件：
- (i) where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 4, and
若為機構服務，終端使用者及機構客戶應遵循明細表 4 所載限制；及
 - (ii) if such databases are Substantially All Databases:
若為等同全部資料庫：
 - (A) such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
該等資料庫不得標記為主要、原始或完整地址資料庫或其他類似名稱；
 - (B) the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and
提供存取應屬終端使用者之一般資料供應或正常業務範圍，不得為獨立營業項目；及
 - (C) the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.
提供時應以顯著方式載明相關清理後資料係以 PAF® 資料進行清理後產生。
- (d) End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.
除擷取或確認第三方地址外，終端使用者不得公開展示、提供或容許一般大眾存取解決方案。
- (e) Except as set out in these End User Terms, End Users must not:
除本終端使用者條款記載者外，終端使用者不得：
- (i) transfer, assign, sell or license Solutions or their use to any other person,
將解決方案或其使用移轉、轉讓、出售或授權予任何他人；
 - (ii) use Solutions to create a product or service distributed or sold to any third party which relies on any use of PAF® Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
利用解決方案產生必須使用 PAF® 資料 (包括複製、檢索、查詢、發佈、搜尋、分析、調整及重新格式化) 之產品或服務，並散佈或售予第三方；或
 - (iii) copy, reproduce, extract, reutilise or publish Solutions or any of them.
複製、重製、擷取、再利用或發佈解決方案。

3. **Subcontracting**

分包

End Users may provide PAF® Data to their subcontractors who may use it to the extent necessary for:
終端使用者得將 PAF® 資料提供予分包商，該等分包商得於必要範圍內，將 PAF® 資料用於下列目的：

- (a) the provision of information technology services to the End User, or
對終端使用者提供資訊技術服務；或
- (b) acting on behalf of the End User
代表終端使用者

in each case for the End User's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of PAF® Data contained in these End User Terms and that the End User is responsible for any breaches of those terms by such sub-contractor.

無論為何種情況，均應基於終端使用者本身而非分包商之業務目的，該等分包商應同意遵守本終端使用者條款所載 PAF® 資料使用限制，且終端使用者應就分包商違反本條款負責。

4. **Personal rights**

個人權利

End User rights are personal, limited and non-transferable.

終端使用者權利為個人、有限且不可移轉之權利。

5. **Royal Mail's IPR notice**

英國皇家郵政之 IPR 聲明

The End User acknowledges that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

終端使用者確認英國皇家郵政為 PAF® 資料及 PAF® 品牌之智慧財產權所有人，除本終端使用者條款記載者外，其並未取得該等智慧財產權之任何使用權。

6. **Cessation of use of PAF® Data**

停止使用 PAF® 資料

End Users must cease use of PAF® Data if their right to use PAF® Data is terminated and also destroy any copies of PAF® Data they hold. 若終端使用者使用 PAF® 資料之權利遭到終止，終端使用者應停止使用 PAF® 資料，並銷毀所持有之 PAF® 複本。

7. **PAF® use by Users**

使用者使用 PAF®

End Users must ensure that:

終端使用者應確保：

- (a) these End User Terms bind their Users,
本終端使用者條款拘束其使用者；
- (b) only their Users exercise the use rights of Solutions and PAF® Data granted to End Users further to these End User Terms, and 僅有其使用者行使其依本終端使用者條款取得之解決方案及 PAF® 資料使用權；及
 - (i) in the event of termination or expiry of End Users' rights to use Solutions and PAF® Data, the rights of Users to use them also terminate.
若終端使用者使用解決方案及 PAF® 資料之權利終止或到期，使用者之使用權亦應終止。

15. **USA – USPS SUBLICENSE AGREEMENTS**

美國 – USPS 轉授權合約：

1. **Limits on Use of Data**

資料使用之限制

- 1.1 *USPS Certified Address Directory Option for DPV and Lacslink.* In the event Licensee activates the locking features of the Software and wishes to unlock such features, Licensee agrees to provide certain information relating to the list owner, locking record details and the origin of the locking record including but not limited to the type of list, owner of list if rented and other tracking information as requested by the Licensor or the USPS.
適用於 DPV 和 Lacslink 的 USPS Certified Address Directory 選項。 在被授權人啟用軟體鎖定功能，及希望解除特定功能鎖定的情況下，被授權人同意提供與清單擁有者、鎖定記錄詳細資訊以及鎖定記錄來源相關的特定資訊，包括但不限於清單類型、清單的擁有者 (若清單為租用) 以及其他授權人或 USPS 所要求的追蹤資訊。

2. **Geographic Specific Restrictions**

地理特定限制

- a. USPS products may only be sold in the US and are not available outside of the US.
USPS 產品只得於美國境內銷售，不得在美國境外販賣。
- b. US NATIONAL DIRECTORY PRODUCTS MAY BE SOLD GLOBALLY.
美國國內目錄產品得於全球銷售。
- c. SPECIALIZED PRODUCTS SUCH AS LACSLINK, SUITELINK, NCOALINK, DPV, USPS DELIVERY SEQUENCE FILE – DSF2 AND RDI MAY ONLY BE SOLD TO US PERSONS OR ENTITIES FOR USE WITHIN THE US.
專門產品如 LACSLINK、SUITELINK、NCOALINK、DPV、USPS DELIVERY SEQUENCE FILE – DSF2 與 RDI，只得售予美國人或實體，供其在美國境內使用。

THE NCOALINK INTERFACE CAN ONLY BE SOLD TO PERSONS WHO ARE AUTHORIZED BY THE USPS TO PURCHASE NCOALINK DATA. (NOTE: WE ONLY SELL THE NCOALINK INTERFACE AND CUSTOMERS MUST OBTAIN THE NCOALINK DATA DIRECTLY FROM THE USPS AND MUST BE CERTIFIED TO PURCHASE SUCH DATA BY THE USPS.)

NCOALINK 介面只能售予經 USPS 認證可購買 NCOALINK 資料的人員。(注意：我們只銷售 NCOALINK 介面，客戶必須直接向 USPS 取得 NCOALINK 資料，並且必須經 USPS 認證才可購買此類資料。)

15.1 **USPS SUITELINK:**

USPS SUITELINK：

1. Licensee's right to use the CASS Certified Interface and the SuiteLink Product shall be strictly limited to use only within the United States of America;
被授權人使用 CASS Certified 介面以及 SuiteLink 產品之權利，應嚴格限制為僅在美利堅合眾國內使用；
2. Licensee's right to use the CASS Certified Interface and the SuiteLink Product shall be strictly limited to improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item that will be delivered by USPS.
被授權人使用 CASS Certified 介面以及 SuiteLink 產品之權利，應嚴格限制為改善多行業大樓之商務交付地址，以用於信件、平面刊物、明信片、包裹、宣傳單、雜誌、廣告、書籍和其他印刷品，以及任何其他將由 USPS 寄送之項目。

3. Licensee have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface or the SuiteLink Product.
被授權人無權轉授權、銷售或以其他方式散布、重製、執行或準備介面或 SuiteLink 產品。
4. Licensee acknowledges that:
被授權人知悉：
 - a. the CASS Certified Interface and the SuiteLink Product under license from USPS;
CASS Certified 介面和 SuiteLink 產品經過 USPS 授權；
 - b. You are a sublicensee under SAP's license from USPS and obtain from Licensor no broader right than permitted under SAP's license agreement with USPS;
依照 USPS 對 SAP 之授權，貴使用者為被轉授權人，且未自授權人處取得比 SAP 之授權合約更廣泛的權利；
5. You shall be strictly limited to using the CASS Certified Interface and the SuiteLink Product only as a component of SAP's Data Quality or Data Services products.
貴使用者應嚴格限制僅使用 CASS Certified 介面和 SuiteLink 產品作為 SAP 之資料品質或資料服務產品之組件。

15.2 USPS NCOALINK:

USPS NCOALINK :

1. Licensee has no rights as to the NCOALink Interface under this agreement beyond using it as a component of Licensor's Data Quality and Data Services products in conjunction with the NCOALink data product to update a list, system, group or other collection of *at least 100* unique names and addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the United States Postal Service (herein "Deliverables") for delivery by the United States Postal Service (herein "USPS").
根據本合約，被授權人無權於以下範圍外使用 NCOALink 介面：作為授權人之 Data Quality 及 Data Services 產品之組件並結合 NCOALink 資料產品而為列表、系統、團體或其他用於處理信件、平面刊物、明信片、包裹、宣傳單、雜誌、廣告、書籍和其他印刷物品，以及任何其他由美國郵政服務處理之可交付項目上 (在此稱為「交付項目」) 並由美國郵政服務 (在此稱為「USPS」) 寄送之至少 100 筆獨一無二的名稱和地址 (在此稱為「郵件列表」) 之更新。
2. Licensee has no right to develop or use any NCOALink product, service, interface, or any related item or technology to compile or maintain a list or collection of names and addresses or addresses only of new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from or through the NCOALink data or technology for the purpose of renting, selling, transferring, disclosing, making available or otherwise providing such information to an entity unrelated to Licensee.
被授權人無權為了出租、銷售、轉讓、公佈、公開或以其他方式提供此類資料給與被授權人無關之實體為目的，而開發或使用任何 NCOALink 產品、服務、介面或任何相關項目或技術，來編譯或維持名稱與地址之集合或清單或僅新搬家者之地址，或者用來建立其他產品、資料庫或關於新搬家者的資訊、地址變更歷史記錄、居民清單或歷史記錄，或其他從 NCOALink 資料或技術接收或透過 NCOALink 資料接收之資訊為基礎的其他資訊或資料資源。
3. For the purposes of communicating with addressees on Licensee's Mailing Lists and for the purpose of record-keeping, however, Licensee is permitted to retain updated addresses so long as not used in violation of paragraph 2 above, for individuals and entities with whom Licensee has or had a business relationship, in connection with which Licensee will use the updated address; however, these updated addresses may only be used by Licensee and Licensee may use them only for carrying out your organizational purposes in connection with that individual or entity and may not transfer, disclose, license or distribute to, or be used by any other entity or individual whatsoever.
但是，為了與被授權人之郵件清單上之收信人通訊以及記錄保存，被授權人得保留更新的地址，只要更新的地址不會用於違反上述第 2 段的情形，不論是提供給與被授權人有或曾有商業關係 (被授權人使用更新地址所相關) 的個人或實體；然而，這些更新的地址只可由被授權人使用，且被授權人只得使用這些更新的地址進行與該個人或實體有關的組織目的，不得移轉、公佈、授權或經銷給任何其他無論何種實體或個人，或任何其他實體或個人使用。
4. No proprietary Mailing List that contains both old and corresponding updated address records, or any service product or system of lists that can be used to link old and corresponding updated address records, if updated by use of NCOALink, shall be rented, sold, transferred, disclosed, made available, or otherwise provided, in whole or in part to your customers or any other individual or entity.
不得出租、銷售、轉讓、公佈、公開任何包含舊的以及對應更新的地址記錄，或任何服務產品或清單系統 (且如果使用 NCOALink 來更新，則該系統可用於連接舊的以及對應更新的地址記錄) 之專屬郵件清單，或以其他方式將完整或部分專屬郵件清單提供給貴使用者的客戶或任何其他個人或實體。
5. Licensee's right to use the NCOALink Interface is strictly limited to use only within the United States, its territories, and possessions.
被授權人使用 NCOALink 介面之權利應嚴格限制為只能用於美國、其領土及屬地內。
6. As to the Interface, Licensee has the right only to update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.
至於介面，被授權人僅有權更新用來準備交付項目且交存於 USPS 之郵件列表。
7. Licensee has no right to sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of the Interface. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute the Interface shall be void.
被授權人無權轉授權、銷售、轉讓或重製、執行、試圖改善、反向工程、修改、其他變更或準備介面衍生之作品。任何企圖轉授權、出售、轉讓或以其他方式移轉權利，或以其他方式散佈該介面皆為無效。

8. Licensee acknowledges that:

被授權人知悉：

- a. USPS owns the NCOALink data, technology, and system in its entirety including that used in the development of the Interface;
USPS 擁有全部之 NCOALink 資料、技術及系統，包括介面之開發；
- b. USPS owns and retains rights in the trademark of NCOALink and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE®, US POSTAL SERVICE®, AND USPS®;
USPS 擁有並維持其對 NCOALink 商標以及 UNITED STATES POSTAL SERVICE®、US POSTAL SERVICE® 及 USPS® 等註冊商標之權利。
- c. SAP is providing the Interface as a component of its products to Licensee solely for use with the NCOALink Product under a nonexclusive, limited distribution license from USPS; and
在 USPS 之非專屬且有限發行之授權下，SAP 將以 SAP 產品組件的方式為被授權人提供介面，以單獨與 NCOALink 產品搭配使用；且
- d. the rights Licensee obtains in this license are derived from SAP's agreement with USPS and you obtain from SAP no broader right than SAP obtains from USPS, except as to Licensee's specific right to use the NCOALink Interface to access the NCOALink data.
被授權人在本授權所取得之權利衍生於 SAP 與 USPS 之合約，且貴使用者從 SAP 取得之權利不得大於 SAP 從 USPS 取得之權利，除非有關被授權人使用 NCOALink 介面以存取 NCOALink 資料之特定權利。

9. Licensee is strictly limited to using the Interface only as a component of SAP's Data Quality and Data Services products.

被授權人嚴格限制僅能使用介面作為 SAP 之 Data Quality 或 Data Services 產品之組件。

10. Licensee acknowledges and agrees that Licensee has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.

被授權人知悉並同意被授權人無權轉授權、銷售、散佈、重製或顯示 USPS 商標，或以 USPS 之商標銷售介面或其他產品。

15.3 DPV SUBLICENSE AGREEMENT:

DPV 轉授權合約：

This Sublicense Agreement ("Sublicense") between SAP and Licensee, its subsidiaries and affiliates, current and future ("Sublicensee") sets forth additional terms required by the United States Postal Service ("USPS") regarding Sublicensee's use of the DPV option with other SAP CASS certified software.

SAP 與被授權人間、其子公司和分支機構間、目前和將來（以下稱「被轉授權人」）間之本「轉授權合約」（以下稱「轉授權」）說明了由美國郵政服務（以下稱「USPS」）要求關於被轉授權人使用 DPV 選項搭配其他 SAP CASS 認證軟體使用的附加條款。

For purposes of this Sublicense, Delivery Point Validation ("DPV") means the new USPS proprietary technology product designed to help mailers validate the accuracy of address data, right down to the physical delivery point. The DPV process cannot assign a ZIP+4 Code nor will it respond to a non-ZIP+4 coded address.

在本轉授權中，交付點驗證（以下稱「DPV」）係指新的 USPS 專屬技術產品，旨在幫助郵寄者驗證地址資料一直到實體交付點的準確性。DPV 作業不會指派 ZIP+4 郵遞區號，亦不會處理非 ZIP+4 的郵遞區號地址。

1. Sublicensee understands that the USPS provides the DPV Product through special licensing in order to protect the USPS' proprietary intellectual property and its compliance with restrictions of Title 39 USC § 412.
被轉授權人瞭解 USPS 透過特殊授權提供本 DPV 產品，係為了保護 USPS 擁有之智慧財產，以及遵守美國法典第 39 篇第 412 條之限制。
2. Sublicensee acknowledges that the address information contained within the DPV Product is subject to Title 39 USC § 412. Sublicensee shall take all steps necessary to secure the DPV Product in a manner that fully complies with Section 412 constraints prohibiting the disclosure of address lists.
被轉授權人知悉，包含在 DPV 產品之地址資訊受美國法典第 39 篇第 412 條之規定。被轉授權人應採取一切必要步驟，以確保 DPV 產品完全符合第 412 條有關禁止公佈地址清單之規定。
3. Sublicensee acknowledges that the DPV Product is confidential and the proprietary property of the USPS. Sublicensee further acknowledges that the USPS represents that it is the sole owner of copyrights and other proprietary rights in the DPV Product.
被轉授權人知悉 DPV 產品為機密，且為 USPS 之財產。被轉授權人更知悉 USPS 為 DPV 產品中之著作權及其他所有權之擁有者。
4. Sublicensee shall not use the DPV Product technology to artificially compile a list of delivery points not already in Sublicensee's possession or to create other derivative products based upon information received from or through the DPV Product technology.
被轉授權人不得使用 DPV 產品技術，以人工方式編譯尚未準備給被轉授權人持有之交付點清單，或者基於從 DPV 產品技術所取得之資訊而建立其他衍生性產品。
5. No proprietary Sublicensee address list(s) or service products or other system of records that contain(s) address attributes updated through DPV processing shall be rented, sold, distributed or otherwise provided in whole or in part to any third party for any purpose containing address attributes derived from DPV processing. Sublicensee may not use the DPV technology to artificially generate address records or to create mailing lists.
不得將任何專屬的被轉授權人地址清單、服務產品或其他記錄系統（包含透過 DPV 處理所更新之地址屬性）出租、銷售、發佈或以完整或部分方式的提供給任何第三方，供其用於包含從 DPV 處理取得之地址屬性等任何用途。被轉授權人不得使用 DPV 技術，以人工方式產生地址記錄或建立郵件清單。
6. The DPV Product processing requires Sublicensee to have access to address information that appears on mail pieces. To ensure the confidentiality of this address information, no employee or former employee of Sublicensee may, at any time, disclose to any third party any address information obtained in the performance of this agreement. Sublicensee agrees to control and restrict access to address information to persons who need it to perform work under this agreement and prohibit the unauthorized reproduction of this information. Due to the sensitive nature of the confidential

and proprietary information contained in the DPV Product, Sublicensee acknowledges that unauthorized use and/or disclosure of the DPV will irreparably harm the USPS' intellectual property. Therefore, Sublicensee (i) agrees to reimburse the USPS for any unauthorized use and/or disclosure at a rate of treble (3 times) the current annual fee charged to Sublicensee hereunder; and (ii) consents to such injunctive or other equitable relief as a court of competent jurisdiction may deem proper.

DPV 產品處理需要被轉授權人能夠存取出現在信件之地址資訊。為了確保本地址資訊之機密性，任何被轉授權人之員工或前任職員均不得在任何時間向任何第三方揭露任何因執行本合約所取得之地址資訊。針對依據本合約而需要使用地址資料執行工作之人員，被轉授權人同意加以控制與限制其對地址資訊之存取，並且禁止未經授權複製此資訊。由於 DPV 產品裡之機密及專屬資訊具有敏感性質，被轉授權人知悉未經之授權使用及/或公佈 DPV 將對 USPS 之智慧財產造成無可挽回的傷害。因此，被轉授權人 (i) 同意因任何未經授權的使用及/或公佈而賠償 USPS 目前向被轉授權人收取之年費三 (3) 倍的費用，並 (ii) 同意具資格管轄權之法院可能認定適當之禁制令或其他衡平救濟措施。

7. BOTH SAP AND THE USPS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF DPV, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL SAP'S OR THE USPS' LIABILITY TO SUBLICONSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE FOR DPV.

SAP 和 USPS 皆不承擔任何設計、效能或其他故障或 DPV 本身之不足，或與該故障或不足有關所產生的任何形式或方式的損害。SAP 或 USPS 依本協議應對被轉授權人所負之責任 (如果有) 在任何情況下皆不能超過 DPV 年度授權費用之分配比例。

8. SAP agrees to hold harmless, defend and indemnify Sublicensee for infringement of any U.S. copyright, trademark, or service mark in the DPV provided to Sublicensee under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by Sublicensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. In addition, Sublicensee agrees to hold harmless, defend and indemnify SAP and the USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to Sublicensee's performance under or related to this agreement, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of DPV Product, including data derived from DPV, by Sublicensee, or any employee, agent, or representative of Sublicensee.

SAP 同意保護被轉授權人不遭受損害、保護和賠償被轉授權人依本合約而獲提供之 DPV 中的任何美國著作權、商標或其他服務標誌。除非 SAP 已於聲稱此類侵權之訴訟或法律行動開始起五 (5) 個曆日內由被轉授權人告知，並已獲得可適用之法律、法規、規則提供之機會而參與抗辯，否者上述之義務並不適用。此外，被轉授權人同意保護 SAP 和 USPS 及其官員、代理人、代表及員工不遭受損害、保護並賠償因任何人、團體或財產因轉授權人依本合約之執行而對其造成傷害或損害、因任何違反本合約全部或部分之行為，或因疏忽或故意不當行為 (包括任何未經授權公佈或不當使用 DPV 產品，包括由被轉授權人或任何員工、代理人、或被轉授權人之代表從 DPV 裡擷取之資料) 而導致之所有索賠、損失、損害、訴訟、花費及/或責任。

9. Sublicensee acknowledges that the USPS reserves the right to stop DPV processing in the USPS' sole discretion. SAP will not be liable or responsible for any decision the USPS makes in canceling Sublicensee's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels Sublicensee's DPV processing, (i) Sublicensee shall not be entitled to any refund or credit from SAP; and, (ii) SAP will discontinue shipping DPV directories to Sublicensee.

被轉授權人知悉 USPS 得自行決定保留停止 DPV 處理之權利。SAP 將不承擔或負責 USPS 做成取消被轉授權人之轉授權之任何決定，包括但不限於，代表客戶對該取消決定進行仲裁。如果 USPS 取消被轉授權人的 DPV 處理，則 (i) 被轉授權人無權向 SAP 要求任何退款或退費，及 (ii) SAP 將不再繼續運送 DPV 目錄給被轉授權人。

10. Sublicensee agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine Sublicensee's sites. USPS or its designated representatives shall have the right examine, on or off Sublicensee's premises, Sublicensee's computer systems, processing files, documents, administrative records, and other materials to ensure Sublicensee's compliance with the provisions of this agreement.

被轉授權人同意 USPS 或其指定之代表，不論有無公告，皆有權參訪和檢查被轉授權人之工作場所。USPS 或其指定之代表，不論是否在被轉授權人之場所，均有權檢查被轉授權人之電腦系統、處理檔案、文件、管理記錄和其他確保被轉授權人遵守本合約規定之材料。

11. Sublicensee further agrees that the USPS or its authorized representatives will, until three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, records or other materials of Sublicensee involving transactions related to this agreement.

被轉授權人進一步同意 USPS 或者其授權之代表，於依本合約而支付最後款項之後的三 (3) 年內，將可存取或有權檢查任何直接有關的書籍、文獻、文件、記錄或被轉授權人之其他與本合約有關之交易所涉及之物件。

12. Sublicensee shall not export the DPV Product outside of the United States or its territories without prior written approval of the USPS.

未經 USPS 事先書面之核准，被轉授權人不得將 DPV 產品出口至美國以外的國家或領土。

13. This Sublicense shall be governed by the federal laws of the United States of America, or, when no such law is applicable, then by the laws of the State of New York as interpreted by the United States Court of Appeals for the Second Circuit.

本轉授權應以美國聯邦法律為準據法，若無前揭適用準據法，則以美國上訴法院第二巡迴上訴法院 (United States Court of Appeals for the Second Circuit) 解釋之紐約州法為準據法。

14. This Sublicense shall not be transferable, in whole or in part. The rights and obligations of Sublicensee shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of Sublicensee.

本轉授權無論全部或部分均不得轉讓。如果有解散、合併、收購或被轉授權人任何種類的資產轉讓之發生，則被轉授權人之權利與義務應立即終止。

15. All obligations of Sublicensee referred to in this Sublicense inure to the benefit of USPS.

本轉授權中提及之所有被轉授權人義務將完全符合 USPS 之利益。

15.4 USPS LACSLINK SOFTWARE SUBLICICENSE:

USPS LACSLINK 軟體轉授權：

This Sublicense Agreement (“Sublicense”) between SAP and Licensee, its subsidiaries and affiliates, current and future (“Sublicensee”) sets forth additional terms required by the United States Postal Service (“USPS”) regarding Sublicensee’s use of the LACSLink option with other CASS certified software.

SAP 與被授權人間、其子公司和分支機構間、目前和將來（以下稱「被轉授權人」）間之本「轉授權合約」（以下稱「轉授權」）說明了由美國郵政服務（以下稱「USPS」）要求關於被轉授權人使用 LACSLink 選項搭配其他 CASS 認證軟體使用的附加條款。

1. For purposes of this document, the following terms shall be defined as set forth below:

本文件中之下列名詞應具備如下定義：

- “USPS” means the United States Postal Service.
「USPS」是指「美國郵政服務」。
- “Deliverables” means letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item delivered by USPS.
「交付項目」係指信件、平面刊物、明信片、包裹、宣傳單、雜誌、廣告、書籍和其他印刷品，或任何可由 USPS 交付之項目。
- “Interface” means one or more SAP interfaces developed for use with the LACSLink Product. “LACSLink Product” means the confidential and proprietary database concerning the conversion of existing addresses to their new or update or replacement address or the like, provide by USPS in a highly and uniquely secured environment.
「介面」係指開發用來搭配 LACSLink 產品一起使用之一個或多個 SAP 介面。「LACSLink 產品」係指由 USPS 在高度安全且特別保護之環境下提供，有關將現存之地址轉換成新的地址、更新的地址或替代地址或其類似等相關之機密性或專屬資料庫。

2. Sublicensee’s right to use the Interface shall be strictly limited to use only within the geographic boundaries governed by the United States, its territories, and possessions, and only for updating addresses and mailing lists used to prepare Deliverables for deposit with USPS in conformance with USPS requirements

被轉授權人使用本介面之權利應嚴格限制為僅能用於美國、其領土及屬地所支配之地理界線內，且只能用於更新用來準備交付項目，並依 USPS 之要求交付於 USPS 之地址與郵件清單。

Sublicensee shall have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface. Sublicensee hereby acknowledges that:

被轉授權人無權為再授權，出售或以其他方式散佈，複製，執行，或準備由「介面」所衍生之作品。轉授權人特此知悉：

- USPS owns the LACSLink Product and USPS marks;
USPS 擁有 LACSLink 產品和 USPS 標章；
- SAP provides the SAP product in part under license from USPS;
SAP 依 USPS 之授權提供部分 SAP 產品；
- Sublicensee is a Licensee under SAP’s license from USPS and obtains from SAP no broader right than granted to SAP in such license from USPS;
被轉授權人為 USPS 對 SAP 之授權的被授權人，且自 SAP 處取得的權利不得比 USPS 授予 SAP 之權利更廣泛；
- Sublicensee shall be strictly limited to using the Interface only as a component of the SAP product; and Sublicensee agrees that it does not have a right to sublicense, distribute, reproduce, perform, display, or sell the Interface or USPS’s marks.
被轉授權人應嚴格地限制為僅使用介面作為 SAP 產品之組件；且被轉授權人同意其無權轉授權、散佈、重製、執行、顯示或販售本介面或 USPS 之商標。

3. BOTH SAP AND THE USPS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF LACSLink, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL SAP’S OR THE USPS’ LIABILITY TO SUBLICONSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE FOR LACSLink BASED ON THE EFFECTIVE DATE OF CANCELLATION WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF CANCELLATION.

SAP 和 USPS 皆不承擔任何設計、效能或其他故障或 LACSLink 本身之不足，或與該故障或不足有關所產生的任何形式或方式的損害。根據取消之生效日，在取消日開始之三十 (30) 個曆日內，SAP 或 USPS 依本合約應對被轉授權人所負之責任 (如果有) 在任何情況下皆不能超過 LACSLink 年度授權費用之分配比例。

4. SAP agrees to hold harmless, defend and indemnify Sublicensee for infringement of any U.S. copyright, trademark, or service mark in the LACSLink Product provided to Sublicensee under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by Sublicensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. In addition, Sublicensee agrees to hold harmless, defend and indemnify SAP and the USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to Sublicensee’s performance under or related to this agreement, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of LACSLink Product, including data derived from LACSLink Product, by Sublicensee, or any employee, agent, or representative of Sublicensee.

SAP 同意保護被轉授權人不遭受損害、保護和賠償被轉授權人依本合約而獲提供之 LACSLink 產品中的任何美國著作權、商標或其他服務標誌。除非 SAP 已於聲稱此類侵權之訴訟或法律行動開始起五 (5) 個曆日內由被轉授權人告知，並已獲得可適用之法律、法規、規則提供之機會而參與抗辯，否者上述之義務並不適用。此外，被轉授權人同意保護 SAP 和 USPS 及其官員、代理人、代表及員工不遭受損害、保護並賠償因任何人、團體或財產因轉授權人依本合約之執行而對其造成傷害或損害、因任何違反本合約全部或部分之行為，或因疏忽或故意不當行為 (包括任何未經授權公佈或不

當使用 DPV 產品，包括由被轉授權人或任何員工、代理人、或被轉授權人之代表從 LACSLink 產品中擷取之資料) 而導致之所有索賠、損失、損害、訴訟、花費及/或責任。

5. Sublicensee acknowledges that the USPS reserves the right to stop LACSLink Product processing in the USPS' sole discretion. SAP will not be liable or responsible for any decision the USPS makes in canceling Sublicensee's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels Sublicensee's LACSLink Product processing, (i) Sublicensee shall not be entitled to any refund or credit from SAP; and, (ii) SAP will discontinue shipping LACSLink Product directories to Sublicensee.
被轉授權人知悉 USPS 得自行決定保留停止 LACSLink 產品處理之權利。SAP 將不承擔或負責 USPS 做成取消被轉授權人之轉授權之任何決定，包括但不限於，代表客戶對該取消決定進行仲裁。如果 USPS 取消被轉授權人之 LACSLink 產品處理，則 (i) 被轉授權人無權向 SAP 要求任何退款或退費，及 (ii) SAP 將不再繼續運送 LACSLink 產品目錄給被轉授權人。
6. Sublicensee agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine Sublicensee's sites. USPS or its designated representatives shall have the right examine, on or off Sublicensee's premises, Sublicensee's computer systems, processing files, documents, administrative records, and other materials to ensure Sublicensee's compliance with the provisions of this agreement.
被轉授權人同意 USPS 或其指定之代表，不論有無公告，皆有權參訪和檢查被轉授權人之工作場所。USPS 或其指定之代表，不論是否在被轉授權人之場所，均有權檢查被轉授權人之電腦系統、處理檔案、文件、管理記錄和其他確保被轉授權人遵守本合約規定之材料。
7. Sublicensee further agrees that the USPS or its authorized representatives will, until three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, records or other materials of Sublicensee involving transactions related to this agreement.
被轉授權人進一步同意 USPS 或者其授權之代表，於依本合約而支付最後款項之後的三 (3) 年內，將可存取或有權檢查任何直接有關的書籍、文獻、文件、記錄或被轉授權人之其他與本合約有關之交易所涉及之物件。
8. Sublicensee shall not export the LACSLink Product outside of the United States or its territories without prior written approval of the USPS.
未經 USPS 事先書面之核准，被轉授權人不得將 LACSLink 產品出口至美國以外的國家或領土。
9. This Sublicense shall be governed by the federal laws of the United States of America, or, when no such law is applicable, then by the laws of the State of New York as interpreted by the United States Court of Appeals for the Second Circuit.
本轉授權應以美國聯邦法律為準據法，若無前揭適用準據法，則以美國上訴法院第二巡迴上訴法院 (United States Court of Appeals for the Second Circuit) 解釋之紐約州法為準據法。
10. This Sublicense shall not be transferable, in whole or in part. The rights and obligations of Sublicensee shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of Sublicensee.
本轉授權無論全部或部分均不得轉讓。如果有解散、合併、收購或被轉授權人任何種類的資產轉讓之發生，則被轉授權人之權利與義務應立即終止。
11. All obligations of Sublicensee referred to in this Sublicense inure to the benefit of USPS.
本轉授權中提及之所有被轉授權人義務將完全符合 USPS 之利益。

15.5 DSF2 Interface (USPS Delivery Sequence File - DSF2):

DSF2 介面 (USPS 交貨序號檔案 - DSF2):

1. Sublicensee has no rights as to the DSF2 Interface under this agreement beyond using it in conjunction with the DSF2 data product to update a list, system, group or other collection of addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the United States Postal Service (herein "Deliverables") for delivery by the United States Postal Service (herein "USPS").
對於本合約的 DSF2 介面，被轉授權人只能用於搭配 DFS 2 資料產品，以更新用於處理信件、平面刊物、明信片、包裹、宣傳單、雜誌、廣告、書籍和其他印刷物品，以及任何其他由美國郵政局所處理之可交付項目 (在此稱為「交付項目」) 並由美國郵政局 (在此稱為「USPS」) 寄送的地址清單、系統或群組或其它集合 (在此稱為「郵件列表」)。
2. Sublicensee's right to use the DSF2 Interface is strictly limited to use only within the United States, its territories, and possessions.
被轉授權人使用 DSF2 介面之權利應嚴格限制為僅限於美國、其領土及屬地內。
3. As to the Interface, Sublicensee has the right only to sequence and/or update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.
至於介面，被轉授權人僅有權排序和/或更新用來準備「交付項目」且交存於 USPS 之「郵件列表」。
4. Sublicensee has no right to sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of the Interface. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute the Interface shall be void.
被轉授權人無權轉授權、銷售、轉讓或以其它方式轉移權利、重製、執行、試圖改善、反向工程、修改，或以其他方式變更或準備介面的衍生性產品。任何企圖轉授權、出售、轉讓或以其他方式移轉權利，或以其他方式散佈該介面皆為無效。
5. Sublicensee acknowledges
被轉授權人確認
 - a. that USPS owns the DSF2 data, technology, and system in its entirety including that used in the development of the Interface;
USPS 擁有全部，包括介面開發在內所使用的 DSF2 資料、技術及系統；
 - b. that USPS owns and retains rights in the trademark of DSF2 and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE®, US POSTAL SERVICE®, AND USPS®;

USPS 擁有並維持其對 DSF2 商標以及 UNITED STATES POSTAL SERVICE®、POSTAL SERVICE ®、US POSTAL SERVICE®，及 USPS® 等註冊商標之權利。

- c. that Licensee is providing the Interface to Sublicensee solely for use with the DSF2 Product under a nonexclusive, limited distribution license from USPS; and

被授權人提供介面給被轉授權人，只能根據 USPS 的非獨家、有限散佈授權搭配 DSF2 產品一起使用；且

- d. that the rights Sublicensee obtains in this license are derived from Licensee's agreement with USPS and Sublicensee obtains from Licensee no broader right than Licensee obtains from USPS, except as to Sublicensee's specific right to use the DSF2 Interface to access the DSF2 data.

被轉授權人在本授權所取得之權利是衍生自被授權人與 USPS 之合約，且被轉授權人向被授權人取得之權利，不得大於被授權人向 USPS 取得之權利，但被轉授權人使用 DSF2 介面以存取 DSF2 資料之特定權利除外。

6. Sublicensee is strictly limited to using the Interface only with the DSF2 Product; and

被轉授權人受嚴格限制，只能搭配 DSF2 產品使用介面；同時

7. Sublicensee acknowledges and agrees that Sublicensee has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.

被轉授權人知悉並同意被轉授權人無權轉授權、銷售、散佈、重製或展示 USPS 商標，或以 USPS 之商標銷售介面或其他產品。

Exhibit 6 – SAP Business One Software

附錄 6 - SAP Business One 軟體

PREAMBLE

前言

The minimum license requirements for a SAP Business One installation is one (1) SAP Business One Starterpackage User or one (1) SAP Business One Professional User.

SAP Business One 安裝的最低授權要求為一 (1) 份 SAP Business One Starterpackage User 或一 (1) 份 SAP Business One Professional User。

1. As part of SAP Business One software SAP provides preconfigured SAP Crystal Reports and SAP Crystal Dashboards. Such reports and dashboards are available without additional license fee (see SAP Crystal Versions for SAP Business One).

SAP 在 SAP Business One 軟體中提供預先設定的 SAP Crystal Reports 與 SAP Crystal Dashboards。使用者無須另行支付授權費用，即可使用此類報告與儀器板 (請參閱 SAP Crystal (SAP Business One 版))。

2. SAP Business One software requires a database. Such data base can be licensed via SAP, it's authorized reseller or direct via the database vendor or it's authorised reseller.

SAP Business One 軟體需要使用資料庫。此類資料庫可以透過 SAP、其授權轉售商或直接透過資料庫廠商或其授權轉售商取得授權。

1. SAP Business One Integration for SAP NetWeaver SAP Business One Integration for SAP NetWeaver

1.1 SAP Business One integration for SAP NetWeaver is part of the SAP Business One license, except for the Starter Package User.

除 STARTER 套件使用者外，SAP Business One Integration for SAP NetWeaver 屬於 SAP Business One 授權之一部

1.2 *SAP Business One Integration for SAP NetWeaver® Integration Packages*. SAP Business One integration for SAP NetWeaver Integration Packages are provided without additional charge; use is subject to separate use terms.

SAP Business One Integration for SAP NetWeaver® 整合套件。SAP Business One Integration for SAP NetWeaver 整合套件係免費提供，無須再行付費；其使用行為另受使用條款約束。

2. SAP Business One Starter Package User SAP Business One Starter Package User

2.1 Minimum license requirement: One (1) SAP Business One Starter Package User.

最低授權要求：一 (1) 份 SAP Business One Starter Package User。

2.2 Maximum number of licenses is limited to five (5) SAP Business One Starter Package Users.

授權數上限為五 (5) 份 SAP Business One Starter Package User。

2.3 If licensee requires more than the maximum number of five (5) SAP Business One Starter Package Users, all users need to be licensed as SAP Business One Professional or Limited Professional User.

如果被授權人需要超過上限五 (5) 份 SAP Business One Starter Package User，所有的使用者都必須獲得 SAP Business One Professional 或 Limited Professional User。

2.4 The SAP Business One Starter Package User cannot be combined with any other SAP Business One Named User type or with any SAP Business One product options.

SAP Business One Starter Package User 不能與任何其他 SAP Business One 指定用戶類型或其他 SAP Business One 產品選項合併。

3. SAP Crystal Versions for SAP Business One SAP Crystal (SAP Business One 版)

3.1 SAP provides preconfigured SAP Crystal Reports and SAP Crystal Dashboards as a part of SAP Business One.

SAP 在 SAP Business One 中提供預先設定的 SAP Crystal Reports 與 SAP Crystal Dashboards。

3.2 Such SAP provided reports and dashboards are available to all SAP Business One Named Users without additional license fee.

所有 SAP Business One 指定用戶皆無須另行支付授權費用，即可使用此類 SAP 提供的報告與儀器板。

3.3 A single SAP Business One system includes one (1) user for SAP Crystal Reports, without additional license fee.

每個 SAP Business One 部署包含一 (1) 位 SAP Crystal Reports 使用者，無須另行支付授權費用。

3.4 For additional dashboards, the appropriate SAP Crystal Dashboard Design software license is required to view, use and modify.

對於額外儀器板，則必須具備適當的 SAP Crystal Dashboard Design 軟體授權，才能檢視、使用、修改。

3.5 SAP Crystal product versions for SAP Business One (i) are restricted for Use with the SAP Business One application data; (ii) are further subject to the terms and conditions applicable to SAP Crystal as stated in the SUR; and (iii) cannot be in deployed in a standalone environment.

用於 SAP Business One 的 SAP Crystal 產品版本 (i) 限於搭配 SAP Business One 應用程式資料使用；(ii) 同時應遵循 SUR 中所規定之適用於 SAP Crystal 的條款與條件；且 (iii) 不得單獨部署。

3.6 *SAP Crystal Reports, version for the SAP Business One application*. SAP Crystal Reports version for the SAP Business One application provides a single user license that grants access rights to use SAP Crystal Reports, version for SAP Business One. Prerequisite: One Professional User or one Limited User or one Indirect access User required for each option licensed.

SAP Crystal Reports (SAP Business One 應用程式版)。SAP Crystal Reports (SAP Business One 應用程式版) 提供授予使用 SAP Crystal Reports (SAP Business One 版) 的存取權限的單使用者授權。前提：各授權的選項須為一位專業版使用者或一位限制版使用者或一位間接存取使用者。

3.7 *SAP Crystal Dashboard Design, version for the SAP Business One application*. SAP Crystal Dashboard Design, version for the SAP Business One application provides a single user license that grants access rights to use SAP Crystal Dashboard Design for SAP Business One. The SAP Crystal Dashboard Design, version for SAP Business One license does not include the rights granted under a SAP Crystal Dashboard Design license. One named user license of the SAP Crystal Dashboard Viewing, version for the SAP Business One application is included with the SAP Crystal Dashboard Design, version for SAP Business One license. Prerequisite: One Professional User or one Limited User or one Indirect access User required for each option licensed.

SAP Crystal Dashboard Design (SAP Business One 應用程式版)。SAP Crystal Dashboard Design (SAP Business One 應用程式版) 提供授予使用 SAP Crystal Dashboard Design (SAP Business One 版) 的存取權限的單使用者授權。SAP Crystal Dashboard Design (SAP Business One 應用程式版) 授權不包括根據 SAP Crystal Dashboard Design 授權所取得的權限。SAP Crystal Dashboard Design (SAP Business One 應用程式版) 授權中包括了一個 SAP Crystal Dashboard Viewing (SAP Business One 應用程式版) 的指定用戶授權。前提：各授權的選項須為一位專業版使用者或一位限制版使用者或一位間接存取使用者。

- 3.8 *SAP Crystal Dashboard Viewing, version for the SAP Business One application*。SAP Crystal Dashboard Viewing, version for the SAP Business One application license provides a single user license that grants rights to view dashboards created using the SAP Crystal Dashboard Design, version for SAP Business One software. Prerequisite: One Professional User or one Limited User or one Indirect access User required for each option licensed.

SAP Crystal Dashboard Viewing (SAP Business One 應用程式版)。SAP Crystal Dashboard Viewing (SAP Business One 應用程式版) 授權提供授予檢視使用 SAP Crystal Dashboard Design (SAP Business One 應用程式版) 軟體建立的儀器板的權限的單使用者授權。前提：各授權的選項須為一位專業版使用者或一位限制版使用者或一位間接存取使用者。

4. **SAP Business One Software Development Kit (SDK)** **SAP Business One 軟體開發套件 (SDK)**

The SAP Business One Software Development Kit (SDK) is a development toolkit that allows programmers to interface 3rd party applications with SAP Business One both, at the database level and/or at the user interface level. The development tools consist of tools and interfaces to access SAP Business One from 3rd party applications and vice versa. Each SAP Business One Software Development Kit license allows rights of use for a maximum of twenty (20) SDK programmers. Prerequisite: One Professional User required for each SDK programmer.

SAP Business One 軟體開發套件 (SDK) 可讓程式設計人員將第三方之應用程式與 SAP Business One 介接，包括資料庫層次及/或使用者介面層次。開發工具包含讓第三方之應用程式與 SAP Business One 互相存取的工具及介面。每份 SAP Business One 軟體開發套件授權最多同時可讓二十 (20) 位 SDK 程式設計人員擁有使用權。前提：每一 SDK 程式設計師須為一位專業版使用者

5. **SAP BusinessObjects Lumira for SAP Business One application** **SAP BusinessObjects Lumira for SAP Business One application**

SAP BusinessObjects Lumira, version for SAP Business One provides a single user license that grants access rights to use this product solely in conjunction with a SAP Business One license. Prerequisite: One Professional User or one Limited User or one Indirect access User required for each option licensed.

SAP BusinessObjects Lumira, version for SAP Business One 提供單使用者授權，其授予與 SAP Business One 授權搭配使用本產品之存取權。前提：各授權的選項須為一位專業版使用者或一位限制版使用者或一位間接存取使用者。

6. **Integration Framework of SAP Business One** **Integration Framework of SAP Business One**

The Integration Framework of SAP Business One is the integration platform for SAP Business One. The predefined standard integration scenarios delivered by SAP and the required instances (systems) can be used without additional license fee.

Integration Framework of SAP Business One 是用於 SAP Business One 的整合平台。SAP 交付之預先定義的標準整合方案和所需執行個體 (系統) 無需額外繳納授權費即可使用。

The right to run integration scenarios developed by partners or customers with instances (systems) in the system landscape directory of the Integration Framework of SAP Business One can be acquired for an additional fee per instance (system). Existing SAP Business One customers, contract date before July 15th 2013, can continue to use the Integration Framework without additional cost.

執行夥伴或客戶使用 Integration Framework of SAP Business One 之系統架構目錄中執行個體 (系統) 開發的整合方案的權利，可依執行個體 (系統) 額外付費而取得。契約日期在 2013 年 7 月 15 日之前之現有 SAP Business One 客戶可繼續使用 Integration Framework，無需另行付費。

7. **SAP Customer Checkout** is a Point Of Sales solution. No prerequisite
SAP Customer Checkout 是指一 Point Of Sales 解決方案無先決條件

8. **SAP Business One Metrics.** **SAP Business One 度量資訊**

SAP Business One Named Users **SAP Business One 指定用戶**

SAP Business One Professional User is a Named User who performs operational related roles supported by the SAP Business One Software. The SAP Business One Professional User license is needed to administer a SAP Business One installation and work with production and Material Resource Planning (MRP). The SAP Business One Professional User does include the rights granted under a SAP Business One Limited CRM User, SAP Business One Limited Financial User, SAP Business One Limited Logistic User and SAP Business One Indirect Access User license. The SAP Business One Professional User does not include the rights granted under a SAP Business One Web CRM User license.

SAP Business One Professional User 係執行營運相關角色的指定用戶，這些角色即受 SAP Business One 軟體支援。必須具備 SAP Business One Professional User 授權，才能管理 SAP Business One 安裝及使用正式作業及「物料資源規劃 (MRP)」。SAP Business One Professional User 包含 SAP Business One Limited CRM User、SAP Business One Limited Financial User、SAP Business One Limited Logistic User 和 SAP Business One Indirect Access User 所授予的權利。SAP Business One Professional User 不包含 SAP Business One Web CRM User 授權所授予的權利。

SAP Business One Limited User is a Named User who has access rights to the SAP Business One functionality to support operational processing and information requirements in a specific role. Each Limited User can be requested as one of these roles: CRM, Financial or Logistic. The SAP Business One Limited User license does include the rights granted under an SAP Business One Indirect Access User license.

SAP Business One Limited User 係擁有 SAP Business One 功能存取權的指定用戶，在特定角色下可支援營運處理及資訊要求。每一有限使用者可要求執行以下任一角色：CRM, 財務或物流 SAP Business One Limited CRM User 授權包含 SAP Business One Indirect Access User 授權所授予的權利。

SAP Business One Limited to SAP Business One Professional User is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One Limited User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Limited User for so long as Licensee continues to receive support under the license agreement. This allow the upgrade from: SAP B1 Limited CRM User to SAP B1 Professional User; SAP B1 Limited Financial User to SAP B1 Professional User; SAP B1 Limited Logistic User to SAP B1 Professional User; SAP B1 Limited to SAP B1 Professional User; SAP B1 CRM Sales User to SAP B1 Professional User; SAP B1 CRM Service User to SAP B1 Professional User.

SAP Business One Limited to SAP Business One Professional User 係獲得授權的指定用戶，得執行授權軟體支援的 SAP Business One Professional User 相關角色，前提是此類指定用戶亦是獲得 SAP 授權為 SAP Business One Limited User 之個人，且上述兩種使用者身分皆獲得相同執行階段資料庫 (若有的話) 的授權。若被授權人係根據授權合約獲得支援服務，則只要被授權人繼續根據授權合約獲得支援服務，皆必須一併為其訂閱此使用者與基礎 SAP Business One Limited CRM User 的支援服務，並完整付費。如此一來，SAP B1 Limited CRM 使用者可以升級到 SAP B1 Professional 使用者，SAP B1 Limited Financial User 到 SAP B1 Professional User; SAP B1 Limited Logistic User 到 SAP B1 Professional User; SAP B1 Limited 到 SAP B1 Professional User; SAP B1 CRM Sales User 到 SAP B1 Professional User; SAP B1 CRM Service User 到 SAP B1 Professional User

SAP Business One Mobile Application User is a Named User who has access rights to the 'SAP Business One Sales (mobile app)' only. The SAP Business One Mobile Application User license does include the rights granted under an SAP Business One Indirect Access User license.

SAP Business One Mobile Application User 為僅具有「SAP Business One Sales (行動應用程式)」存取權的指定使用者。SAP Business One Mobile Application User 授權包含 SAP Business One Indirect Access User 授權所授予的權利。

SAP Business One Indirect Access User is a Named User authorized to access Software Solution Provider (SSP) solutions only. An SAP Business One Indirect Access User does not have authorization right to any functions (forms) in SAP Business One itself. Each user can access unlimited number of SSP solutions. Connections can be created through the DI-API and the Service Layer. Separate license is required for connections through the Integration Framework of SAP Business One.

SAP Business One Indirect Access User 係取得授權僅存取軟體解決方案提供者 (SSP) 解決方案的指定用戶。SAP Business One Indirect Access User 無權使用 SAP Business One 本身的任何功能 (表單)。每位使用者可存取不限數量的 SSP 解決方案。連結可透過 DI 伺服器與 Service Layer 建立。透過 Integration Framework of SAP Business One 建立連結需要另外取得授權。

SAP Business One Starter Package User is a Named User who performs operational related roles supported by the SAP Business One Starter Package Software. The SAP Business One Starter Package User license does include the rights granted under an SAP Business One Indirect Access User license. The SAP Business One Starter Package User license does not include the rights granted under a SAP Business One Professional User.

SAP Business One Starter Package User 係執行營運相關角色的指定用戶，這些角色即受 SAP Business One Starter Package 軟體支援。SAP Business One Starter Package User 授權包含 SAP Business One Indirect Access User 授權所授予的權利。SAP Business One Starter Package User 授權不包含 SAP Business One Professional User 授權所授予的權利。

SAP Business One Starter Package to SAP Business One Professional User is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One Starter Package User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Licensee continues to receive support under the license agreement.

SAP Business One Starter Package to SAP Business One Professional User 係獲得授權的指定用戶，得執行授權軟體支援的 SAP Business One Professional User 相關角色，前提是此類指定用戶亦是獲得 SAP 授權為 SAP Business One Starter Package User 之個人，且上述兩種使用者身分皆獲得相同執行階段資料庫 (若有的話) 的授權。若被授權人係根據授權合約獲得支援服務，則只要被授權人繼續根據授權合約獲得支援服務，皆必須一併為其訂閱此使用者與基礎 SAP Business One Starter Package User 的支援服務，並完整付費。

SAP Business One Starter Package to SAP Business One Limited User is a Named User authorized to perform SAP Business One Limited User related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One Starter Package User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Licensee continues to receive support under the license agreement.

SAP Business One Starter Package to SAP Business One Limited User 係獲得授權的指定用戶，得執行授權軟體支援的 SAP Business One Limited User 相關角色，前提是此類指定用戶亦是獲得 SAP 授權為 SAP Business One Starter Package User 之個人，且上述兩種使用者身分皆獲得相同執行階段資料庫 (若有的話) 的授權。若被授權人係根據授權合約獲得支援服務，則只要被授權人繼續根據授權合約獲得支援服務，皆必須一併為其訂閱此使用者與基礎 SAP Business One Starter Package User 的支援服務，並完整付費。

9. Remaining SAP Business One Metrics

SAP Business One 剩餘度量資訊

Cores are the number of cores in CPUs that are available for use by the licensed software. The number of Core licenses must be an integer. When counting physical Cores, each Core of a physical CPU that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted.

核心係指 CPU 中所含可供授權軟體使用的核心數。核心的授權數必須為整數。計算實體核心時，每個實體 CPU 核心皆至少會執行部分的授權軟體，包括暫時指派或排程至尖峰處理範圍的部份，而這些部分皆會予以採計。

When counting virtual Core's, each virtual Core that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is counted.

計算虛擬核心時，每個虛擬核心皆至少會執行部分的授權軟體，包括暫時指派或排程至尖峰處理範圍的部份，而這些部分皆會予以採計。

If the licensed Software will run in a pure virtual environment, physical Cores will not be counted. For purposes of clarification, "Core" as defined in this metric definition is different from "core" as referenced in the metric definition for any Software licensed on a CPU basis (if any), and therefore is not applicable in that context.

若授權軟體執行於純粹的虛擬環境，則不會採計實體核心。為釐清疑義，本度量資訊所定義之「核心」與任何依 CPU 授權軟體 (如果有的話) 之度量資訊定義中引用的「核心」並不相同，因此不適用於該文意。

Contract price is the net value of the license contract. Contract price for partners refers to partner buy price depending on the support delivery model

合約價格係指授權合約的淨值。夥伴合約價格是指依據支援交付模型決定的夥伴購買價格。

Devices are any piece of equipment or hardware and include but are not limited to: a workstation, terminal, point of sale terminal, notebook, handheld, tablet, PDA, smartphone, internet connected television, scale devices, devices installed in a vehicle (on-board units) or other networked devices. The application itself defines the type of devices that are used and therefore counted for the price list item (e.g., Sybase SQL Anywhere Database for Use with SAP POS for Retail devices are defined as those devices accessing data from SQL Anywhere Database or e. g. SAP Mobile Order Management devices are all devices installed as on-board units in a vehicle).

裝置係指任何設備或硬體，包括但不限於：工作站、終端、銷售點終端、筆記型電腦、手提電腦、平板電腦、PDA、智慧手機、帶網際網路連線的電視、比例裝置、車內安裝的裝置 (板載單元) 或其他聯網裝置。此應用程式本身會定義所使用並因此計入價格清單項目的裝置類型 (例如，Sybase SQL Anywhere Database 搭配 SAP POS 用於零售之裝置定義為從 SQL Anywhere Database 存取資料的裝置，或例如 SAP Mobile Order Management 裝置為車內安裝為板載單元的所有裝置)。

Flat fee are fixed package license fees for the software.

固定費用係指軟體的固定套件授權費。

Gigabytes of memories are the total amount of memory (measured in gigabytes) that may be used by the SAP HANA Software.

十億位元組記憶體係指可供 SAP HANA 軟體使用的總記憶體量 (以十億位元組為計量單位)。

Instances are unique connections to a single specified application or technology type.

執行個體係指與單一指定應用程式或技術類型的唯一連線。

(Instances in the context of the Integration Framework of SAP Business One are sending or receiving systems defined in the system landscape directory used in active integration scenarios. One unique instance is counted only one time.)

(Integration Framework of SAP Business One 和 Integration Framework for SME 範疇內的執行個體係指活動整合方案中使用之系統架構目錄內定義的傳送或接收系統。一個唯一的執行個體僅計一次。)

MSRP (Manufacturer Suggested Reselling Price) is the list price minus volume discount.

MSRP (製造商建議轉售價格) 係指定價減去數量折扣。

Users are individuals who Use the Software.

使用者為使用軟體的個人。

Below are Product Specific Terms and NOT metrics

下為針對個產品之特別條款且非度量

SAP Business One DI Server

SAP Business One DI Server

The DI-Server enables business partners to develop SOAP-based solutions to read, write, update, and remove data objects on the database level. It provides a suitable infrastructure for server-oriented partner solutions. The DI-Server is a license per Core on a CPU, not as a Named User. The core count is defined by the number of cores available in the Operating System used by the DI-Server or the Service layer. Note, the underlying core can be a physical, logical or virtual. Connections can be created through the DI-Server and the Service Layer. Separate license is required for connections through the DI-API and Integration Framework of SAP Business One.

使用 DI Server，業務夥伴可開發 SOAP 解決方案以讀取、寫入、更新及移除資料庫層級上的資料物件。DI Server 可為伺服器導向夥伴解決方案提供合適的基礎架構。DI 伺服器根據 CPU 上之核心而非作為指定用戶而取得授權。核心數定義為作業系統中所含可供 DI-伺服器或 Service Layer 使用的核心數。

附註：基礎核心可能是實體的、邏輯的或虛擬的。連結可透過 DI 伺服器與 Service Layer 建立。透過 DI-API 和 Integration Framework of SAP Business One 建立連結需要另外取得授權。

SAP Business One Engine for SAP HANA

SAP Business One Engine for SAP HANA

SAP is licensing the SAP Business One, version for SAP HANA Engine as a runtime restricted license database for SAP Business One and certified SAP Business One Add-ons, including certified SAP Business Add-ons created by SAP partners or SAP Business One Add-ons created by Licensee. Licensee shall only use the SAP Business One, version for SAP HANA Engine in connection with SAP Business One Software and the aforementioned SAP Business One Add-ons and only for the purposes of its own internal data processing which includes access of third party user such as contractors, supply chain vendors or suppliers, customers, or third party individuals authorized by Licensee. Any access to the SAP Business One, version for SAP HANA Engine, including but not limited to data loading, modeling, reporting and distribution, must take place via SAP Business One or the aforementioned SAP Business One Add-ons.

SAP 授權 SAP Business One SAP HANA Engine 版作為執行階段受限授權資料庫，用於 SAP Business One 和認證 SAP Business One 附加元件 (包括 SAP 夥伴建立的認證 SAP Business 附加元件和被授權人建立的 SAP Business One 附加元件)。被授權人應僅使用與 SAP Business One 軟體相關之 SAP Business One SAP HANA Engine 版和前述 SAP Business One 附加元件，並僅出於其自身內部資料處理之目的，包括承包商、供應鏈廠商或供應

商、客戶或被授權人授權的第三方個人等第三方使用者的存取。對於任何存取 SAP Business One SAP HANA Engine 版之行為，包括但不限於載入資料、建立模型、報表製作和散佈，必須透過 SAP Business One 或前述 SAP Business One 附加元件進行。

The SAP Business One, version for SAP HANA Engine includes a runtime license of HANA Studio and access is solely to administer and manage the SAP Business One, version for SAP HANA Engine, or for system administration tasks and data modeling for reporting requirements. The SAP Business One, version for SAP HANA Engine cannot be deployed on the same installation as any other SAP HANA software. The SAP Business One, version for SAP HANA Engine is licensed for addressable RAM memory and can only run on SAP certified hardware and with the supported operating system(s). All individuals Using the SAP Business One, version for SAP HANA Engine, also through other reporting tools, require an SAP Business One Named User license or a licensed SAP Business One connector.

SAP Business One SAP HANA Engine 版包括 HANA Studio 之執行階段授權，並存取僅用於管理 SAP Business One SAP HANA Engine 版或系統管理工作及為滿足報表需求進行的資料模型處理。SAP Business One, version for SAP HANA Engine 無法部屬於與其他任何 SAP HANA 軟體相同的安裝作業，SAP Business One, version for SAP HANA Engine 係針對可定址 RAM 記憶體授權，其僅可執行於 SAP 認證硬體以及支援的作業系統。透過其他報表工具使用 SAP Business One SAP HANA Engine 版的所有個人，皆需 SAP Business One 指定用戶授權或授權的 SAP Business One 連接器。

The SAP Business One, version for SAP HANA engine includes a runtime license for the all the SAP HANA components included in the packages SAP Business One analytics powered by SAP HANA , SAP Business One, version for SAP HANA and SAP HANA Platform Edition Revision Packages for SAP Business One

SAP Business One, version for SAP HANA 引擎包含適用於所有 SAP HANA 元件的執行階段授權，這些元件包含於 SAP HANA , SAP Business One, version for SAP HANA 提供的 SAP Business One 分析套件，以及 SAP HANA Platform Edition Revision Packages for SAP Business One

The SAP Business One, version for SAP HANA engine includes use rights to perform analytics content provided by the licensed SAP Business One Analytics software used solely in conjunction with SAP Business One.

SAP HANA 的 SAP Business One 版本引擎包含使用權利，得執行由授權之 SAP Business One Analytics 軟體提供的內容分析，其僅得與 SAP Business One 搭配使用。

MSRP - Manufacturer Suggested Reselling Price is the list price minus volume discount.

MSRP - 製造商建議轉售價格係指定價減去數量折扣。

**Support for SAP Business One is subject to conclusion of a support schedule to the license agreement.

**必須敲定授權合約的支援明細表，才能提供 SAP Business One 的支援服務。

10. Localizations.

本地化版本

Licenses for SAP Business One software can be used on any of the localizations supported by SAP Business One software. However, for SAP Business One software licensed after 01.01.2010, the license key will be issued 'per localization'. By default the localization of the requested software country version will be released. Each licensed Named User can only access the localization for which the license key was issued. Employees that require access to two or more localizations will require two or more Named User licenses.

SAP Business One 軟體的授權可用於 SAP Business One 軟體支援的任何本地化版本。不過，如為 2010 年 1 月 1 日以後授權的 SAP Business One 軟體，則會「依本地化版本」發給授權金鑰。根據預設，會發行所要求軟體國家/地區版本的本地化版本。每位獲得授權的指定用戶只能存取獲得發給授權金鑰的本地化版本。需要存取兩個以上本地化版本的員工，將需要兩個以上指定用戶授權。

11. Intercompany Integration Solution for SAP Business One

Intercompany Integration Solution for SAP Business One

The Intercompany Integration Solution for SAP Business One software may include certain third party open source and/or other components.

Intercompany Integration Solution for SAP Business One 軟體可能包括某些第三方開放原始碼及/或其他元件。

Partner needs to take into consideration the Additional License Principles for the Intercompany Integration Solution for SAP Business One set out in the SAP Pricing & Licensing Principles when licensing the Intercompany Integration Solution for SAP Business One to End Users. The Named User license requirements apply also to the Use of the Intercompany Integration Solution for SAP Business One. Partner shall inform End Users accordingly. Prerequisite: One Professional User or one Limited User required for each option licensed. When this option is selected, all Professional and Limited users must also be licensed

在夥伴向終端使用者授權 Intercompany Integration Solution for SAP Business One 時，需考量 SAP 定價與授權原則中所載的 Intercompany Integration Solution for SAP Business One 附加授權原則。指定用戶授權要求亦適用於 Intercompany Integration Solution for SAP Business One 的使用情形。夥伴應相應地通知終端使用者。前提：各授權的選項須為一位 Professional 使用者或 Limited 使用者。選擇此一部署在 Installation Licensed But Not Running TPD 上的任何(非屬 SAP HANA for BW)授權 SAP HANA 軟體 r 選項時，所有的 Professional 跟 Limited 使用者皆獲得授權

12. Fail-over Server

容錯移轉伺服器

For any operating system environment in which Licensee runs installations of SAP Business One software, Licensee may run up to the same number of passive fail-over installations of SAP Business One software in a separate operating system environment for temporary support. Licensee may run the passive fail-over installation of SAP Business One software on a hardware server other than the licensed hardware server.

對於被授權人執行 SAP Business One 軟體安裝所在的任何作業系統環境，被授權人最多可在另一個作業系統環境中執行相同數量的 SAP Business One 軟體之被動容錯移轉安裝，以備暫時支援之需。被授權人可以在非授權硬體伺服器上執行 SAP Business One 軟體之被動容錯移轉安裝。

13. Test Installations

測試安裝

A customer is entitled to run one SAP Business One software installation for internal testing purposes. For such test installation, the customer may use same users which customer has licensed for productive use of SAP Business One software.

客戶有權為內部測試目的執行一個 SAP Business One 軟體安裝。為了進行此類測試安裝，客戶可使用已為其授權高效使用 SAP Business One 軟體之相同使用者。

Exhibit 7 – DELIBERATELY LEFT BLANK
附錄 7 – 刻意留白

Exhibit 8 – Terms relating to Third Party Web Services

附錄 8 – 第三方網路服務相關條款

Third Party Web Services are defined in Section 1.2.6 of the Preamble to these Use Terms and examples of Third Party Web Services include services such as: Facebook, Evernote, Gigya, Twitter, Google Maps and other such services (non-exhaustive list for the purpose of examples – please refer to the definition of Third Party Web Services for precise definition). The following terms apply to all Third Party Web Services:

第三方網路服務定義於本使用條款前言第 1.2.6 條，第三方網路服務包括：Facebook、Evernote、Gigya、Twitter、Google Maps 及其他此類服務（以上僅為例示，並非所有第三方網路服務 – 精確定義請參考第三方網路服務定義）。以下條款適用於所有第三方網路服務：

- Licensee is solely responsible for obtaining all account and authentication credentials required to access or use the Third Party Web Service's API or the Third Party Web Service.
被授權人應自行負責取得存取或使用第三方網路服務 API 或第三方網路服務所需之帳戶與認證。
- Use of the Third Party Web Service's API is subject to Licensee's acceptance of the Third Party Web Service's terms and conditions, which must be obtained from the Third Party Web Service provider. SAP is not a party to the agreement between the Licensee and the Third Party Web Service provider.
使用第三方網路服務 API 應以被授權人接受第三方網路服務之條款與條件為前提，此類條款與條件應由第三方服務供應商提供。SAP 並非被授權人與第三方網路服務供應商間合約之當事人。
- The Third Party Web Service's API and the Third Party Web Service are excluded from all SAP representation, warranties, indemnifications and support obligations.
第三方網路服務 API 及第三方網路服務不適用 SAP 之一切聲明、保證、補償擔保及支援義務。
- Licensee expressly agrees to indemnify SAP, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by SAP arising from the use of any Third Party Web Services by Licensee or its Affiliates.
被授權人明示同意就 SAP 因被授權人或其關係企業使用第三方網路服務產生之求償、責任、損失、損害及費用（包括合理律師費），對 SAP 及其主管、員工、代理人、分包商提出補償。
- SAP may throttle, suspend or terminate the Licensee's access to the Third Party Web Service's API through the Product if Licensee violates or causes SAP to violate Third Party Web Service provider's terms of service or other applicable Third Party Web Service provider agreements or policies (including, without limitation, exceeding any data or usage limits).
若被授權人違反或造成 SAP 違反第三方網路服務供應商之服務條款，或其他適用之第三方網路服務供應商合約或政策（包括但不限於超過資料或使用限制），SAP 得減少、暫停或終止被授權人透過產品存取第三方網路服務 API。