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PREAMBLE
前言

The terms set forth in this SAP Software Use Rights document ("**Use Terms**") apply to any Named Users and Packages 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, Product Use Rights or similar naming conventions. Each capitalized term referenced in these Use Terms shall have the meaning given it in the GTC. Terms or restrictions applicable to a component also apply when that component is included or embedded with another Package.
引用本使用條款、「產品使用權利」或類似命名慣例之合約授權的任何指定用戶與套件，均適用本 SAP 軟體使用授權文件所載之條款 (以下稱「**使用條款**」)；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 SAP 的其他授權合作夥伴所提交的訂單。本使用條款中所引用之所有大寫詞彙，其定義應與 GTC 中所述之定義相同。適用於元件的條款或限制亦適用於該元件隨附或內嵌於其他套件的情形。

LICENSING PRINCIPLES AND RULES OF USE
授權原則及使用規則

1. DEFINITIONS
名詞定義

1.1. 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).
依據引用本使用條款之合約所授權的每項軟體和/或第三方軟體 (定義如 GTC 所示) 產品得稱為「**軟體套件**」(僅引用軟體時) 或「**第三方軟體套件**」(僅引用第三方軟體時) 或「**套件**」(同時引用軟體及第三方軟體時)。

1.2. "**Licensed Level**" means:
「**授權層級**」係指：

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
在指定用戶的相關內容中提及時，指每一個別指定用戶類別與類型獲授權之度量資訊的數量；以及

b) when referenced in the context of a Package, the quantity of Metric for which each individual Package is licensed.
在套件的相關內容中提及時，指每一個別套件獲授權之度量資訊的數量。

1.3. "**Metric**" means:
「**度量資訊**」係指：

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 5.1; and
在指定用戶的相關內容中提及時，指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利所設定的對應指定用戶定義)，詳述於本文第 5.1 條；以及

b) when referenced in the context of a Package, the individual business metric corresponding with each Package as further described in Section 6.
在套件的相關內容中提及時，指與每一套件對應之個別業務度量資訊，詳述於本文第 6 條。

1.4. "**Named User**" means any individual authorized by Customer to Use a Package, including without limitation employees of its Affiliates or its Business Partners.
「**指定用戶**」由客戶授權使用套件的任何個人，包括但不限於其關係企業或其業務夥伴的員工。

1.5. "**Named User License**" means the Metric and Licensed Level applicable to each Named User.
「**指定用戶授權**」係指適用於每一指定用戶的度量資訊及授權層級。

1.6. "**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.
「**訂購單**」應係指依據合約授權之指定用戶及套件的訂單文件，包括直接向 SAP 提交或透過 SAP 的授權轉銷商、經銷商、OEM 或其他授權合作夥伴提交的訂單文件。

1.7. "**Package License**" means the Metric and Licensed Level applicable to each Package; a Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms and Use rules applicable to such Package.
「**套件授權**」係指適用於每一套件的度量資訊及授權層級；附錄 3 中提及的任何套件的套件授權應包括此等套件適用之特定條款與使用規則，並受其拘束。

1.8. "**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 Customer or third-party interface, or another intermediary system.
「**使用**」係指啟用軟體之處理功能、載入、執行、存取、運用軟體或顯示此類功能所產生之資訊。使用得透過軟體隨附或內建之介面、客戶或第三方之介面，或其他中介系統進行。

2. STANDARD LICENSE PRINCIPLES AND RULES OF USE
標準授權原則及使用規則

2.1. Named User License & Package License Required
必須擁有指定用戶授權與套件授權

2.1.1. Except as otherwise specifically provided in Sections 3.2, 5.3 and 7 the Use of any Package requires both a Named User License and a Package License. Customer 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 LicenseNamed User Licenses cannot be assigned to more than 1 individual.
除第 3.2 條、第 5.3 條及第 7 條中另行特別規定者外，任何套件之使用均必須擁有指定用戶授權及套件授權。客戶必須為存取任何套件之任何個人保留指定用戶授權，且此等指定用戶授權應定義該個人得使用該套件的範圍，在所有情況下，此等套件的使用均進一步受套件授權所拘束，指定用戶授權不可指派給多人。

2.2. Named User Exception
指定用戶例外

2.2.1. Where data is exported from any licensed Software (excluding all SAP Business Warehouse Software and/or third party databases) to Non-SAP Application(s) pursuant to a predefined query that:
若資料係依據符合下列條件之預先定義的查詢，從任何授權軟體 (不包括所有 SAP Business Warehouse 軟體和/或第三方資料庫) 匯出至非 SAP 應用程式：

a) was created by an individual licensed to Use the Software from which the data is being exported; and
由獲授權可使用匯出資料的來源軟體之個人所建立；以及

b) runs automatically on a scheduled basis,
會依排程自動執行，

the use of such data by Non-SAP Application(s) or their users does not require a license hereunder provided such use does not result in any updates to or trigger any processing capabilities of any licensed Software. "**Non-SAP Application(s)**" means any technologies, other than licensed Software, for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, or any of their subsidiaries or distributors.
非 SAP 應用程式或其用戶對此等資料之使用便不需要依本文取得之授權，但前提是此等使用不會導致任何授權軟體的任何更新或觸發其任何處理功能。「**非 SAP 應用程式**」係指不屬於授權軟體，且客戶已向 SAP、SAP SE 或其任何子公司和/或經銷商以外的實體取得適當授權的任何技術。

2.3. Named User Exception
指定用戶例外

2.3.1. Individuals licensed as SAP Business One users who Use the SAP Business One Software which interfaces to a separate Customer SAP ERP installation are not required to be licensed as SAP Named Users under Customer's agreement with SAP or an authorized SAP affiliate for such SAP ERP System.
獲得授權為 SAP Business One 使用者之個人，所使用之 SAP Business One 軟體對個別客戶的 ERP 安裝提供介面者，該個人無須依依客與 SAP 或 SAP 授權關係企業之合約而獲授權成為 SAP ERP 系統之 SAP 指定用戶，亦得安裝 SAP ERP。

2.4. Additional Named User Rules for SBOP and Legacy SBOP Software Not Licensed For Standalone Use
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

2.4.1. "**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).
「**SBOP**」與「**舊版 SBOP**」應係指在本使用條款中分別指定為 SBOP 或舊版 SBOP 的任何軟體。除本文件另有載明者外，本文提及的所有 SBOP 視為包括任何訂購單指明為「舊版 SBOP」的任何授權軟體；不過，提及的「舊版 SBOP」應僅指附錄 1 中特別指明為「舊版 SBOP」的任何授權軟體。任何經授權的舊版 SBOP 之使用，僅得由授權為 Expert User、Business Analytics Professional User、BI Limited User 或 Business Information User 的個人為之，且應依照其各自的指定用戶類型為之 (並受此類軟體的適用授權層級規範)。

2.5. Runtime Software
執行階段軟體

2.5.1. Licensed Package(s) may utilize limited functionality of other Packages for which Customer does not hold a license ("**Runtime Software**"). Until Customer has expressly licensed the Runtime Software, Customer'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 Customer Uses a Package to build or operate a custom developed or third party application, additional licenses may be required.
授權套件得使用客戶並未獲授權之其他套件的有限功能 (以下稱「**執行階段軟體**」)。直到客戶明文取得執行階段軟體授權之前，客戶使用有關執行階段軟體僅限於透過授權套件來使用，用途僅限於促進授權套件的效能，以及整合來自獲得授權之 SAP 軟體的資料，如文件所載。客戶使用套件來建置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。

2.6. Country or Language Versions and Availability Restrictions
國家/地區或語言版本與可用性限制

2.6.1. There are no applicable country or language specific versions licensed by Customer 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 http://support.sap.com/pam or otherwise included in the Documentation.
除非訂購單中另行載明，否則 SAP 不會提供客戶授權之適用國家/地區或語言的特定版本。套件可能受到可用性限制之約束。此類限制相關資訊 (包括特定國家/地區可用性、支援語言、支援作業系統及資料庫)，其可透過 http://support.sap.com/pam 發佈之「產品可用性表」(PAM) 提供，或另行隨附於紀錄文件中。

2.7. Internet Connectivity
網際網路連線

2.7.1. Some Packages require connection to the internet in order to properly function. Customer is responsible for obtaining internet connectivity and SAP will not be responsible for loss of functionality due to failure of internet connectivity.
部分套件必須連線至網際網路，才能正常運作。客戶負責取得網際網路連線，SAP 不負責因網際網路連線失敗而導致的功能喪失。

2.8. Third Party Web Services
第三方網路服務

2.8.1. Some Packages enable connection to Third Party Web Services. For the purposes of these Use Terms, "**Third Party Web Services**" means:
部分套件提供第三方網路服務連線。就本使用條款的目的而言，「**第三方網路服務**」係指：

a) any and all web services made available by third parties (other than SAP, SAP SE or any of their affiliated companies) that are accessible through or enabled by the Software or SAP Materials, and
由第三方 (不含 SAP、SAP SE 或其任何關係企業) 所提供，並透過軟體或 SAP 材料存取之任何及所有 Web 服務；以及

b) 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. Examples of Third Party Web Services include: Facebook, Evernote, Twitter, Google Maps and other such services.
由該等第三方網路服務供應商或其代表所提供之任何及所有應用程式設計介面、Web 服務定義檔及其他材料，其用以促進該等 Web 服務之存取及使用。第三方網路服務的範例包括：Facebook、Evernote、Twitter、Google Maps 及其他此等服務。

2.8.2. The following terms apply to all Third Party Web Services:
以下條款適用於所有第三方網路服務：

a) Customer 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.
客戶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所有帳戶與認證。

b) Use of the Third Party Web Service's API is subject to Customer'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 Customer and the Third Party Web Service provider.
使用第三方網路服務 API 應以客戶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網路服務供應商提供。SAP 並非客戶與第三方網路服務供應商間合約之當事人。

c) 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。

d) Customer 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 Customer or its Affiliates.
客戶明示同意就 SAP 因客戶或其關係企業使用任何第三方網路服務而產生之索賠、責任、損失、損害及費用 (包括合理之律師費)，對 SAP 及其主管、員工、代理人、分包商提出補償。

e) SAP may throttle, suspend or terminate the Customer's access to the Third Party Web Service's API through the Product if Customer 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).
若客戶違反或造成 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 (包括但不限於超過任何資料或使用限制)，SAP 得減少、中止或終止客戶透過產品存取第三方網路服務 API。

3. EXCEPTIONAL LICENSE PRINCIPLES AND RULES OF USE FOR SPECIAL LICENSE SCENARIOS
例外授權原則及特殊授權方案的使用規則

3.1.1. This Section 3 applies to the following special license scenarios ("**Special License Scenarios**"), and prevails over any contradicting terms in Section 2.
本文第 3 條適用於下列特殊授權方案 (以下稱「**特殊授權方案**」)，且優先適用第 2 條中的任何相牴觸條款。

3.2. Standalone Use
獨立使用

3.2.1. 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 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 or non-SAP branded software licensed from third parties.
若適用的訂購單字面上指定為獨立使用，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 (以及任何對應的第三方軟體)，此軟體僅得與來自授權轉售商、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。

3.2.2. For avoidance of doubt, all Software licensed under a Restricted License 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，依限定的授權或透過 SAP 收購實體授權的所有軟體，均視為已授權供獨立使用。

3.3. Standalone Use of Legacy SBOP Software
舊版 SBOP 軟體的獨立使用

3.3.1. 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).
若使用授權供獨立使用的舊版 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。

3.4. Restricted License
限定的授權

3.4.1. If Customer acquired the Software bundled or otherwise provided in combination with or for use with a third party product ("**OEM Application**") from a third party, Customer has acquired a Restricted License. Customer 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.
若客戶係從第三方，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，表示客戶業已取得限定的授權。客戶僅得配合與本軟體一同提供之 OEM 應用程式，來使用本軟體的每份授權複本。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。

3.5. Subscription License
訂閱授權

3.5.1. Unless otherwise agreed in writing, if the Software is licensed on a subscription basis, Customer is granted a non-exclusive and non-transferable license to use the Software for a 12 month term, renewable annually at Licensor's then current rate or such other term as mutually agreed in writing by the parties.
除另以書面同意之外，若軟體係依訂閱為授權基準，則授予客戶非專屬且不可轉讓之授權，得使用軟體 12 個月，並可依照授權人當時之費率或雙方當事人以書面同意之此等其他條款每年進行續約。

3.6. Development License
開發授權

3.6.1. Unless otherwise agreed in writing, if Customer receives a development license, Customer 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.
除另以書面同意之外，若客戶取得開發授權，客戶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正式運作環境。

3.7. Update License
更新授權

3.7.1. Unless otherwise agreed in writing, if Customer receives the Software as an update to a previously licensed product, Customer's license to use the Software is limited to the aggregate number of licenses Customer has acquired for the previous product. If Customer chooses 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 Customer acquired for the previous product.
除另以書面同意之外，若客戶取得之軟體係先前授權產品之更新，則客戶對本軟體之使用授權僅限於客戶針對先前產品所取得之授權總數。若客戶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客戶針對先前產品所取得之授權總數。

3.8. Promotional License
促銷授權

3.8.1. Unless otherwise agreed in writing, if Customer receives the Software as a special offer or promotional license ("**Promotional License**"), Customer 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.
除另以書面同意之外，若客戶係以特殊優惠或促銷授權 (以下稱「**促銷授權**」) 取得本軟體，則客戶僅得將促銷授權搭配新部署使用。促銷授權不得附加或與現有之部署或專案搭配使用。

3.9. Evaluation or Not for Resale License
評估或不得轉售授權

3.9.1. Unless otherwise agreed in writing, an "Evaluation License" 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 License or Not For Resale License will not function unless Customer 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.
除另以書面同意之外，「評估授權」或「不得轉售授權」僅得用於本軟體之包裝、訂購或出貨文件上所指定之期間及授權數量與類型。超過此特定期間之後，與「評估授權」或「不得轉售授權」相關之軟體將無法發揮功用，除非客戶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，則本軟體僅得與該專案搭配使用。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，不附任何類型之明示或默示保證。SAP 得以書面通知，隨時終止評估授權或不得轉售授權。

3.10. SAP Business One Software
SAP Business One 軟體

3.10.1. 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 as set forth in Exhibit 4 (Pass-Through Terms for Third Party Databases).
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。將第三方資料庫產品與 SAP Business One 搭配使用得受 SAP 供應商要求的額外條款與條件所拘束，詳如附錄 4 (第三方資料庫之轉付條款) 中所列載。

4. VERIFICATION
驗證

4.1.1. SAP is permitted to audit the usage of the licensed SAP Software (in general once a year) by system measurement in accordance with SAP standard procedures. Customer can conduct the measurement itself using the unaltered tools and self-declaration forms provided by SAP for that purpose. The self-declaration form is to be completed independently of technical measurement function modules. The result of the measurement is to be transmitted online via the respective interfaces from Customer's system(s) to SAP, or in a machine-readable format. Applying the multi-client concept for user classification shall only be permitted on an exceptional basis and is subject to prior approval by SAP in written form.

允許 SAP 稽核其所授權 SAP 軟體的使用 (通常一年一次)，前開稽核乃依據 SAP 標準程序透過系統測量為之。客戶本身可進行測量，使用 SAP 為稽核目的所提供未經變更之工具及自行申報表。自行申報表應由技術測量函式模組獨立完成。測量結果應透過客戶各自系統介面或以機器可讀格式，線上傳輸至 SAP。僅在例外情況下，且經 SAP 於事前以書面形式核准，允許適用使用者分類之多重用戶概念。

METRICS
度量資訊

5. NAMED USER PRINCIPLES AND METRICS
指定用戶原則與度量資訊

5.1. Named User Principles
指定用戶原則

5.1.1. Except as otherwise specifically provided, only appropriately licensed Named Users may Use a Package, and such Use shall be subject to the Named User License, the Package License, and the Agreement, unless otherwise set forth in Exhibit 3. The transfer of a Named User License from 1 individual to another may only be done if the individual to which the Named User License is assigned:
除另行特別規定者外，僅獲得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、套件授權和合約所拘束，但若附錄 3 中另有規定則不在此限。如欲將某個人的指定用戶授權移轉給其他人，僅能在已接受該指定用戶授權指派之個人發生下列情形時為之：

a) is on vacation;
休假中；
b) is absent due to sickness;
因病缺席；
c) has their employment terminated;
已結束其僱傭關係；
d) is moved into a new job function which no longer requires them to Use any Packages; or
輪調至新工作職位，而無需再使用任何客戶內容；或
e) is subject to a condition that is otherwise agreed by SAP.
受 SAP 另行同意之條件所拘束。

5.1.2. Important Note for Customers with contracts from June 2014 and earlier. Such Customers may have licensed 1 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 月及之前簽訂合約之客戶的重要注意事項。此類客戶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。

5.1.3. Customers that have already licensed 1 or several of the above user types are permitted to license additional quantities of the same user types. Such Customers 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客戶，已獲許可對其他數量的相同使用者類型進行授權。但此類客戶不得對其現有授權合約內之其他 SAP 指定用戶進行授權。

5.2. Named User Metric – Categories, Types and Corresponding Definitions
指定用戶度量資訊 – 類別、類型與對應之定義

5.2.1. Named User Metrics, including categories, types and corresponding definitions, are stated in Exhibit 2.
指定用戶度量資訊 (包括類別、類型與對應之定義) 已載明於附錄 2 中。

5.3. Named User Exceptions
指定用戶例外

5.3.1. Suppliers: When accessing the following SAP Software Packages, suppliers do not require Named User licenses:
供應商：存取下列 SAP 軟體套件時，供應商不需要指定用戶授權：

a) SAP Advanced Trade Management Analytics;
SAP Advanced Trade Management Analytics；
b) SAP Advanced Trade Management Analytics, version for SAP BW/4HANA;
SAP Advanced Trade Management Analytics (適用於 SAP BW/4HANA 的版本)；
c) SAP Customer Business Planning;
SAP Customer Business Planning；
d) SAP Customer Business Planning, version for SAP BW/4HANA;
SAP Customer Business Planning (適用於 SAP BW/4HANA 的版本)；
e) SAP Extended Sourcing;
SAP Extended Sourcing；
f) SAP Extended Procurement;
SAP Extended Procurement；
g) SAP Supplier Self Services;
SAP Supplier Self Services；
h) SAP Supplier Lifecycle Management;
SAP Supplier Lifecycle Management；

i) SAP SRM Rapid Deployment Edition;
SAP SRM Rapid Deployment Edition；

j) SAP Supplier Collaboration;
SAP Supplier Collaboration；

k) SAP Customer Collaboration;
SAP Customer Collaboration；

l) SAP Outsourced Manufacturing;
SAP Outsourced Manufacturing；

m) SAP Trade Promotion Planning and Management;
SAP Trade Promotion Planning and Management；

n) SAP Trade Promotion Planning and Management, version for SAP BW/4HANA;
SAP Trade Promotion Planning and Management (適用於 SAP BW/4HANA 的版本)；

o) SAP Subcontractor Management for Consumer Products;
SAP Subcontractor Management for Consumer Products；

p) SAP Procurement for Public Sector;
SAP Procurement for Public Sector；

q) SAP Supplier Relationship Management & Logistics for Health Care.
SAP Supplier Relationship Management & Logistics for Health Care。

5.3.2. Business Partners: When accessing the following SAP Software Packages, Business Partners do not require Named User Licenses:
業務夥伴：存取下列 SAP 軟體套件時，業務夥伴不需要指定用戶授權：

a) SAP Contract Lifecycle Management.
SAP Contract Lifecycle Management。

5.3.3. Employees: When accessing the following SAP Software Packages, Employees do not require Named User Licenses:
員工：存取下列 SAP 軟體套件時，員工不需要指定用戶授權：

a) SAP IT Service Desk Operation.
SAP IT Service Desk Operation。

5.3.4. Appraisers: When accessing the following SAP Software Package(s) appraisers do not require Named User Licenses:
鑑定人：存取下列 SAP 軟體套件時，鑑定人不需要指定用戶授權：

a) SAP Supplier Lifecycle Management.
SAP Supplier Lifecycle Management。

5.3.5. Consumers or Constituents: Individuals who are not employees of Customer or Customer's Business Partners and who purchase or receive goods or services from Customer do not require Named User licenses unless otherwise set forth.
消費者或委託人：除另有記載之外，個人若非客戶或客戶之業務夥伴之員工，且向客戶購買或收受產品或服務，則不需要指定用戶授權。

6. PACKAGE PRINCIPLES AND METRICS
套件原則與度量資訊

6.1. Package Principles
套件原則

6.1.1. 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.
每個套件的授權均基於其適用的度量資訊，且在任何情況下，套件之使用均不得逾越該套件所獲授權之授權層級。

6.2. Package Metrics – Types and Corresponding Definitions
套件度量資訊 - 類型與對應之定義。

6.2.1. Package Metrics, including types and corresponding definitions, are stated in Exhibit 2.
套件度量資訊 (包括類型與對應之定義) 已載明於附錄 2 中。

7. PACKAGE SPECIFIC TERMS / USE RULES
套件特定條款/使用規則

7.1. Package Licenses
套件授權

7.1.1. A Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms and Use rules applicable to such Package as outlined in Exhibit 3.
附錄 3 所提及之任何套件的套件授權應包括適用於附錄 3 所概述之此等套件的特定條款與使用規則，並受其拘束。

7.2. Applicability
適用範圍

7.2.1. This Section 7.2 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 ("**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 7 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.
本文第 7.2 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指定為第三方軟體 (包括資料庫) 的任何套件 (以下稱「**第三方軟體套件**」)，且其優先性高於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 **Error! Reference source not found.** 條中另有具體規定外，任何第三方軟體套件之使用 (不論為正式運作或非正式運作)，均應視為違反任何適用之度量資訊的授權層級。

7.3. Exceptions from GTC for Third Party Software Packages
GTC 關於第三方軟體套件之例外

7.3.1. Section 6.3 (Modification / Add-on) of the GTC shall not apply to any Third Party Software Packages unless otherwise set forth. Customer 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，客戶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。

7.4. Limitation of Liability
責任限制

7.4.1. 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.
關於引用本使用條款之訂購單所授權的第三方軟體，由其衍生或與其相關的任何形式、任何性質的主張或損害發生時，即使本文件有任何相反規定，SAP 或其授權人對於彼此或與任何其他人或與實體負擔之責任，均不超過已針對直接造成損害之該第三方軟體所支付的授權費用；SAP 或其授權人也不應負擔任何特殊性、隨附性、衍生性或間接性損害、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賠償的任何金額。

8. DATABASES
資料庫

8.1. Runtime databases
執行階段資料庫

8.1.1. If a runtime database is licensed and the Order Form does not exclude any Packages licensed thereunder from such runtime database license, Customer 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 Customer 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.
若執行階段資料庫已獲授權，並且訂購單並未從該等執行階段資料庫授權中排除據其取得授權之任何軟體套件，則客戶僅得將依據引用本使用條款之訂購單取得授權之執行階段資料庫與其依據此等訂購單取得授權之套件的使用加以結合運用。客戶使用非本段落指定之授權執行階段資料庫時，必須直接從授權供應商取得完整使用授權，包含程式設計工具。

8.1.2. If a runtime database is licensed and the Order Form excludes certain Software Packages licensed thereunder from such runtime database license ("**Excluded Components**"), Customer 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 Customer 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.
若執行階段資料庫已獲授權，並且訂購單已從該等執行階段資料庫授權中排除據其取得授權之特定軟體套件 (以下稱「**已排除元件**」)，則客戶僅得將依據引用本使用條款之訂購單取得授權之執行階段資料庫與其依據此等訂購單取得授權之套件 (本身非已排除元件) 的使用加以結合運用。客戶使用非本段落指定之授權執行階段資料庫時，必須直接從授權供應商取得完整使用授權，包含程式設計工具。

8.1.2.1. The Excluded Components may require a database product.
已排除元件可能需要資料庫產品。

8.1.2.2. 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;
訂購單或合約均不包含使用任何資料庫產品的授權，即使是視同已排除元件的一部分而加以整合或預先安裝者；

8.1.2.3. Each database product is subject to its respective vendor license agreement;
各個資料庫產品均須受其個別的供應商授權合約所拘束。

8.1.2.4. 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
SAP 不會對直接向第三方供應商取得之任何資料庫產品的任何授權或作業的條款，提供任何聲明或保證；以及

8.1.2.5. Customer is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.
客戶對向第三方供應商取得之任何資料庫產品的支援及維護應負起全部的責任，SAP 在這方面無須承擔任何責任。

8.1.3. If a runtime database is not licensed:
若執行階段資料庫並未獲授權：

8.1.3.1. The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product.
依據引用本使用條款之訂購單取得授權的套件可能必需安裝資料庫產品。

8.1.3.2. 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 or third party software;
訂購單或合約均不包含使用任何資料庫產品的授權，即使是視同已排除元件的一部分而加以整合或預先安裝者；

8.1.3.3. Each database product is subject to its respective vendor license agreement;
各個資料庫產品均須受其個別的供應商授權合約所拘束。

8.1.3.4. 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
SAP 不會對直接向第三方供應商取得之任何資料庫產品的任何授權或作業的條款，提供任何聲明或保證；以及

8.1.3.5. Customer is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.
客戶對向第三方供應商取得之任何資料庫產品的支援及維護應負起全部的責任，SAP 在這方面無須承擔任何責任。

9. DATABASE DEPLOYMENT AND COMMUNICATION RIGHTS AND RESTRICTIONS (SEGREGATED DATABASE LANDSCAPE)
資料庫部署與通訊權利及限制 (分離式資料庫平台)

9.1. The following shall apply where Customer:
下列情況適用於客戶：

a) licenses a third party runtime database "**TPD**" for Use with some, but not all, SAP Software Packages(s) or Named User(s) that are SAV relevant for such TPD; or
授權第三方執行階段資料庫「**TPD**」搭配使用某些但非全部的 SAP 軟體套件或與該 TPD 相關之 SAV 指定用戶；或

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.
授權一項 TPD 及套件名稱中包含「S/4HANA」字樣的任何套件，或本合約定義之其他「S/4HANA」套件。

9.2. Notwithstanding anything to the contrary in the Agreement, where some of the Software and third party software (excluding "TPD") licensed under the Agreement ("**SW**") is licensed for Use with a TPD also licensed under the Agreement, and some SW is not licensed for Use with such TPD, 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」) (以下稱「**SW**」)，其所獲得的使用授權，須隨同基於本合約而獲得授權之 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及限制應適用：

9.2.1. Deployment Rights & Restrictions
部署權利與限制

a) 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 terms forS/4HANA Packages in these Use Rights, SW licensed for Use with such TPD can be deployed in any of the following "**Installation Types**":
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 SW 部署。需適用任何相關之 SAP 資料庫授權費用以及本使用權利中之 S/4HANA 套件條款，授權得隨同該 TPD 使用的 SW 可部署於下列任何的「**安裝類型**」：

i. "**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**」係指技術安裝，在其上部署的 SW 獲授權隨同該 TPD 使用，並在該 TPD 上執行；

ii. "**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**」係指技術安裝，在其上部署的 SW 獲授權隨同該 TPD 使用，但不在該 TPD 上執行；以及

iii. "**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 or running.

「**類型 3 安裝**」係指技術安裝，在其上部署的 SW 未獲授權隨同該 TPD 使用，或僅部分 SW 獲授權隨同該 TPD 使用，因此並未部署或執行 TPD。

b) 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，且需受任何適用之 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。

9.2.2. Installation Communication Rights and Restrictions
安裝通訊權利及限制

a) Between Type 1 Installation and Type 2 Installation: Bi-directional communication (including data transfers) shall be permitted between SW or TPD in Type 1 Installations and SW in Type 2 Installations.
類型 1 安裝與類型 2 安裝之間：類型 1 安裝的 SW 或 TPD 與類型 2 安裝的 SW 間應允許進行雙向通訊 (包含資料傳輸)。

b) Between Type 1 Installation and Type 3 Installation:
類型 1 安裝與類型 3 安裝之間：

i. 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 (包含資料傳輸) 應僅限於直接從類型 1 安裝的 TPD 到類型 3 安裝的 SAP HANA 軟體，進行一次性的正式運作資料傳輸 (以下稱「**初始資料載入**」)。為釐清疑義，初始資料載入結束之前，應允許直接從類型 1 安裝的 TPD 無限制傳輸資料至位於獨立非正式運作類型 3 安裝的 SAP HANA 軟體。

ii. Application Level API Communication: Bi-directional communication (including data transfers) occurring via Application Level APIs is permitted. "**Application Level APIs**" mean 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 or replicate data at a database level.
應用程式層級 API 通訊：允許透過應用程式層級 API 進行雙向通訊 (包括資料傳輸)。「**應用程式層級 API**」係指隨同授權 SW 一併提供的應用程式設計介面，不含在資料庫層級通訊或複製資料時所使用的所有應用程式設計介面/技術。

c) Between Type 2 Installation and Type 3 Installation:
類型 2 安裝與類型 3 安裝之間：

i. 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 (包含資料傳輸) 應僅限於直接從類型 3 安裝中的 SW 單向傳輸資料至類型 2 安裝的 SAP HANA 軟體。

ii. Application Level API Communication: Bi-directional communication (including data transfers) occurring via Application Level APIs is permitted.
應用程式層級 API 通訊：允許透過應用程式層級 API 進行雙向通訊 (包括資料傳輸)。

d) Other than those database level communication (including data transfer) rights permitted 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.
除上述已允許的這些資料庫層級通訊 (包括資料傳輸) 權利外，任何技術與任何 TPD 之間的所有通訊 (包括資料傳輸) 必須僅透過應用程式層級 API 進行，而非直接透過此類 TPD 進行。

10. STANDALONE USE FOR THIRD PARTY DATABASES
第三方資料庫之獨立使用

10.1. If an Order Form referencing these Use Terms includes a Standalone Use restriction:
若引用本使用條款的訂購單包括獨立使用限制：

10.1.1. The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product.
依據引用本使用條款之訂購單取得授權的套件可能必需安裝資料庫產品。

10.1.2. 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.
訂購單或合約均不包含使用任何資料庫產品的授權，即使是視同此等軟體和/或第三方軟體的一部分而加以整合或預先安裝者。

10.1.3. Each database product is subject to its respective vendor license agreement.
各個資料庫產品均須受其個別的供應商授權合約所拘束。

10.1.4. 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.
SAP 不會對直接向第三方供應商取得之任何資料庫產品的任何授權或作業的條款，提供任何聲明或保證。

10.1.5. Customer is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.
客戶對向第三方供應商取得之任何資料庫產品的支援及維護應負起全部的責任，SAP 在這方面無須承擔任何責任。

11. PASS-THROUGH TERMS
轉付條款

11.1. Use of third party database products and directories may be subject to additional terms and conditions required by SAP's suppliers as set forth in Exhibit 4 "Pass-Through Terms for Third Party Databases" and Exhibit 5 "Pass-Through Terms for Directories" respectively.
將第三方資料庫產品與目錄之使用得受 SAP 供應商要求的額外條款與條件所拘束，詳細分別如附錄 4「第三方資料庫之轉付條款」及附錄 5「目錄之轉付條款」中所列載。

12. OPEN SOURCE SOFTWARE
開放原始碼軟體

12.1.1. Applicable specific conditions related to certain open source products made available by SAP are part of the applicable product documentation and apply to Customer's use of any such open source products. The definition of open source can be found under www.opensource.org/.
對於由 SAP 提供之特定開放原始碼產品的適用特定條件，是適當產品紀錄文件的一部分，並適用於任何此類開放原始碼產品的客戶使用。您可在 www.opensource.org/ 找到開放原始碼的定義。

13. SAP BEST PRACTICES
SAP BEST PRACTICES

13.1. 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設定之設定與主檔資料，以因應特定產業部門或國家/地區之一般需求 (以下稱「**SAP Best Practices**」)。

13.2. It is Customer'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.
於正式運作環境自訂 SAP 軟體與設定參數時，客戶必須負責判斷採用 SAP Best Practices 是否可行。

14. SAP TOOLS
SAP 工具

14.1. The Software, particularly the ABAP Workbench and SAP NetWeaver, contains software tools. Customer 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 工作台與 SAP NetWeaver。依照本合約，客戶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。

15. FUNCTION MODULES
函式模組

15.1. 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 Customer into Modifications or Add-ons to the software. The function modules may not be modified or decompiled unless otherwise permitted under the Agreement.
軟體得含有儲存於函式程式庫的函式模組。其中部分函式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。客戶僅能將這些函式模組轉換成為對軟體的修改或附加元件。非經本合約允許，不得對函式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 **商業智慧(BI)**
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

1. SAP NAMED USER – CROSS LINE OF BUSINESS
SAP 指定用戶 – 跨業務部門

1.1. **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。

1.2. **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。

1.3. **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, and SAP Business Partner User.
SAP Professional User 係獲得授權的指定用戶，得擔任由授權軟體 (不包括 SBOP) 支援的作業相關角色和系統行政/管理角色，且亦包括根據 SAP Project User、SAP Logistics User、SAP Industry Portfolio User、SAP Retail User、SAP Worker User 和 SAP Business Partner User 授予之權利。

1.4. **SAP Project User** is a Named User authorized to perform 1 or more of the following roles supported by the licensed Software (excluding SBOP):
SAP Project User 係獲得授權的指定用戶，得執行授權軟體 (不包括 SBOP) 所支援的一個或多個下列角色：

a) 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;
專案管理，包括專案相關資源管理、專案相關建立、在 SAP ERP 中更改和顯示報價、訂單和請款、個別專案會計、建立專案相關採購請求、採購訂單和服務輸入單；
b) product and project related reporting;
產品及專案相關的報告；
c) managing project-related revenues and expenses;
管理專案相關的收入和費用；
d) viewing Accounts Receivable (A/R) General Ledger (G/L) postings;
檢視應收帳款 (A/R) 總帳 (G/L) 過帳；
e) controlling access and releasing product data and recipes in collaborative product development scenarios;
在協同合作產品開發方案中控制存取並釋出放產品資料和配方；
f) viewing and approving changes through engineering records;
透過工程記錄檢視並核准更改；
g) managing change through engineering records;
透過工程記錄管理更改；
h) collaborating in cFolders and;
在 cFolders 中協同合作，以及
i) interfaces to 3rd party authorized authoring tools.
透過介面連接至第三方授權撰寫工具。

The SAP Project User also includes the rights granted under the SAP Manager Self-Service User.
SAP Project User 亦包括根據 SAP Manager Self-Service User 所取得的授權。

2. SAP NAMED USER – LINE OF BUSINESS
SAP 指定用戶 – 業務部門

2.1. 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:
SAP Employee User 係獲得授權的指定用戶，得完全僅基於該個人本身的目的，非為他人或代表其他個人而執行授權軟體 (不包括 SBOP) 所支援的下列角色：

a) 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;
使用授權軟體隨附且僅與此定義中所列 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)；
b) travel planning / expense reporting self-services;
差旅規劃/費用報表製作自助服務；
c) perform procurement self-services; and
執行採購自助服務；以及
d) room reservation self-services.
訂房自助服務。

The SAP Employee User also includes the rights granted under the SAP Learning User and the SAP Employee Self-Service User.
SAP Employee User 亦包括根據 SAP Learning User 和 SAP Employee Self-Service User 所取得的授權。

2.2. SAP Employee Self-Service User is a Named User authorized to perform the HR self-services role of:
SAP Employee Self-Service User 係指獲得授權的指定用戶，得執行以下方面的 HR 自助服務角色：

a) employee time and attendance entry;
輸入員工時間和出勤；
b) employee appraisals;
員工考核；
c) talent and skill profiles; and
人才與技能記錄檔；以及
d) 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.
授權軟體 (不包括 SBOP) 支援之記錄檔配對，惟一律僅供該使用者本人使用，禁止為他人或代表他人使用。

The SAP ESS User also includes the rights granted under the SAP Employee Self-Service Core User.
SAP ESS User 亦包括根據 SAP Employee Self-Service Core User 所取得的授權。

2.3. 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:
SAP Employee Self-Service Core User 係獲得授權的指定用戶，得完全僅基於該個人本身的目的，非為他人或代表其他個人而執行授權軟體 (不包括 SBOP) 所支援的下列 HR 自助服務角色：

a) employee records maintenance;
員工記錄維護；
b) employee directory;
員工名冊；
c) benefits and payment;
津貼與付款；
d) leave management; and
請假管理；以及
e) E-Recruiting.
E-Recruiting。

Further, an SAP Employee Self-Service (ESS) Core User is also authorized to access "Non-SAP Content" that resides on Customer'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 Customer's SAP Portal). As used in this ESS Core User definition:
此外，SAP Employee Self-Service (ESS) Core User 亦獲授權存取位於客戶「SAP 入口網站」的「非 SAP 內容」，前提是存取此類「非 SAP 內容」無需使用或不致使用任何授權軟體 (超出存取位於客戶 SAP 入口網站的非 SAP 內容之外)。本 ESS Core User 定義中所使用內容如下：

i. "Non-SAP Content" means information created through no Use of the licensed Software; and
「非 SAP 內容」係指非藉由使用授權軟體的方式建立之資訊；以及
ii. "SAP Portal" means any portal created by Customer 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 入口網站」係指客戶使用 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。

2.4. SAP Logistics User is a Named User solely authorized to perform the 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 (不包括 SBOP) 執行下列作業：

a) **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、更新主檔資料 (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。
b) **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 perform 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。
c) **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。

d) **Direct Store Delivery**: To support capabilities in the Logistics Execution - Direct Store Delivery backend that enables specific DIrect Store Delivery functionality for: Master Data; Deal Conditions; Visit Control; Transportation Planning; Vehicle Space Optimization; Loading Confirmation; Output Control; Reload; Stock Visibility; Route Accounting.
直接商店交貨：支援物流執行中的能力 - 直接商店交貨後端活化特定直接商店交貨功能，包括：主檔資料；交易條件；拜訪控制；運輸規劃；運輸工具空間最佳化；裝貨確認；輸出控制；重新載入；庫存可見度；路線會計。

e) **Yard Logistics**: To confirm arrival and departure of transports, plan yard activities, perform pick-up planning, execute movements in the yard, perform washing and other additional activities, docking and undocking at gates, record measurements, manage stock in the yard and perform scheduling activities for dock door appointments
工場物流：為確認運輸到達與出發、計劃工場活動、執行取貨規劃、執行工場內調度、執行清洗和其他活動、出入閘口停靠、記錄測量結果、管理工場庫存，以及執行預約裝卸貨門的排程活動

For Customer employees, the SAP Logistics User also includes the rights granted under the SAP Employee User
針對客戶之員工，SAP Logistics User 亦包括根據 SAP Employee User 所取得的授權

2.5. SAP Worker User is a Named User working in Customer's production facilities or as a maintenance worker who is solely authorized to perform 1 or more of the following roles supported by the licensed Software (excluding SBOP):
SAP Worker User 係指在客戶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：

a) display work instructions, and document activities and operations;
顯示工作指示及記錄活動與作業；
b) confirm goods receipts, goods issues, stock movements and completion confirmations into maintenance work orders;
確認收貨、發貨、庫存異動以及完成確認到維護工作訂單；
c) enter production order confirmations;
輸入生產訂單確認；
d) record product or production information, e.g. quality inspection results or plant/process/equipment data;
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)；
e) enter production issues and related service requests;
輸入生產問題和相關服務請求；
f) submit purchase requisitions for tools, spare parts for production equipment, etc…;
提交工具、生產設備的備件等的請購單；
g) confirm maintenance notifications;
確認維護通知單；
h) enter service requests and service entry sheet;
輸入服務請求和服務輸入單；
i) any maintenance activities, reporting or dash-boarding related to the items set forth above.
與上述事項相關之任何維護活動、報表或儀器板呈現。

The SAP Worker User also includes the rights granted under the SAP Employee User.
SAP Worker User 亦包括根據 SAP Employee User 所取得的授權。

2.6. 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 係本身為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工作而存取授權軟體 (不包括 SBOP) 之指定用戶。

2.7. SAP Manager Self-Service User is a Named User authorized to perform 1 or more of the following manager self-services roles:
SAP Manager Self-Service User 係指獲得授權的指定用戶，得執行下列一或多個管理員自助服務角色：

a) request administrative changes using processes and forms contained within Human Capital Management;
使用 Human Capital Management (人力資本管理) 內含的流程和表單要求管理異動；
b) create requisition requests and candidate assessments;
建立聘用請求和候選人評估；
c) perform talent assessments and appraisals;
執行才能評估和考核；
d) plan and approve compensation;
規劃和核准薪酬；
e) view budget overviews;
檢視預算總覽；
f) organize project management tasks;
組織專案管理工作；
g) perform planning tasks;
執行規劃工作；
h) approve travel requests and expenses; and
核准差旅請求與費用；以及

i) perform HR and procurement workflow tasks related to the manager's direct report or business unit/department.
執行與管理員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) 支援並僅與 Human Capital Management (人力資料管理) 相關。每位 SAP Manager Self-Service User 亦包括根據 SAP Employee User 所取得的授權。

3. SAP NAMED USER – INDUSTRY
SAP 指定用戶 – 產業

3.1. 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 User 係獲得授權的指定用戶，僅得存取 SAP 價目表內之指定產業套件，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。

3.2. External business partners in the Insurance industry collaborating with the Customer 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.
保險產業中與客戶共同合作的外部業務夥伴，需要取得授權作為 SAP Industry Portfolio User。除了特定的產業套件，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。

3.3. SAP Retail User is a Named User working in Customer'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 係獲得授權且在客戶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。

4. SAP NAMED USER - PLATFORM USER
SAP 指定用戶 – 平台使用者

4.1. 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 programing interfaces.
SAP 平台使用者係獲得授權透過個別 SAP、夥伴或客戶應用程式使用授權軟體的指定用戶，該應用程式會透過已發佈的 SAP 應用程式設計介面連線至 SAP 軟體和/或與其通訊。

Remaining Metrics
剩餘度量資訊

Remaining metrics - A
剩餘度量資訊 - A

5. ASSETS
資產

5.1. 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 1 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 1 個設備主要記錄。

5.2. 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 Customer does not disclose a comprehensive annual statement, Customer must report the respective information to SAP on an annual basis.
若客戶並未揭露符合規範之年度報表，則須逐年提供個別資訊予 SAP。

If the product is 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 is used as the basis for the calculation of the price.
針對非保險公司，公司之收益會當作價格計算的基礎。

Remaining metrics - B
剩餘度量資訊 - B

6. BARREL OF OIL EQUIVALENT PER DAY (BOEPD)
每日桶油當量 (BOEPD)

6.1. 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.
每日桶油當量 (BOEPD) 是石油及天然氣產業的計量單位，用以針對先前 12 個連續月份加總來自傳統來源和非傳統來源所生產、排程或銷售的碳氫化合物量。

7. BUDGETS
預算

7.1. 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。

8. BUSINESS PARTNERS
業務夥伴

8.1. 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.
業務夥伴係指與公司或公共部門機構具有任何類型之事業關係的自然人、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內容。

8.1.1. For online application submission management: Business partners is defined as:
對於線上應用程式提交管理：業務夥伴定義為：

- **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 2 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
- For Public Sector customers as citizens
  對於公共部門客戶，為公民

Remaining metrics - C
剩餘度量資訊 - C

9. CASH FLOWS
現金流量

9.1. 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 2 cash flow transactions, i.e. expected receipt and actual receipt). The max. number of cash flows per day is the basis for the measurement.
現金流量係指應用程式每天處理的現金流量交易總額 (付款或收款)。(請注意，對於收款，通常會存在 2 筆現金流量交易，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。

10. CONTACTS
聯絡人

10.1. 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、業務夥伴、委託人和/或佣金收受的唯一記錄數。

11. CONTRACTS
合約

11.1. 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.
合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)。

11.1.1. For Utility Industry: 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.
對於公用事業行業：合約係指公用事業公司與業務夥伴之間的合約，用以向業務夥伴提供服務。因此，所提供的每項服務均必須訂定個別合約，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合約)。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
- Waste Management
  廢棄物管理
- Mutual help
  互助
- For all sectors
  適用於所有行業
- Water:
  水：
- Water
  水
- Waste Water
  污水

11.1.2. For prepayment for utilities for SAP S/4HANA: Contracts contain all utility contracts which are operated via prepayment.
對於適用 SAP S/4HANA 之公用事業預付款：契約包含透過預付款操作的所有公用事業合約。

11.1.3. For Banking Industry: 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.
對於銀行業：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。

11.1.4. For SAP S/4HANA for financial products subledger, banking option: Contracts are agreements between a financial institution and a natural or legal person. Contracts may be included in a master contract or be part of a collateral agreement. Measurement process depends on the financial instrument of the banking business:
對於 SAP S/4HANA (適用於金融產品明細分類帳)：銀行業務選項：合約係指金融機構與自然人或法人之間的合約。合約可能納入主約或作為擔保協議的一部分。測量流程將視銀行業的金融工具而定：

a) Loans or mortgage products, (time) deposits, (internal) accounts such as cash accounts or checking accounts, derivatives traded OTC such as swaps, forward deals, money marked/foreign exchange transactions, securities traded OTC such as bonds, that are received by or transmitted through the application are counted per contract.
透過應用程式接收或傳輸之貸款或抵押產品、(定期) 存款、(內部) 帳戶 (例如現金帳戶或支票帳戶)、店頭市場交易衍生商品 (例如交換、遠期交易、貨幣市場/外匯交易) 以及店頭市場交易證券 (例如債券)，係以每契約計算。

b) Exchange traded financial instruments (shares, bonds, futures, options, warrants) related to such securities, that are received by or transmitted through the application are counted by applying a factor of 0.2 to convert the number of transactions into the number of contracts (5 transactions equate to 1 contract).
透過應用程式接收或傳輸與此等證券相關的交易所交易金融工具 (股票、債券、期貨、期權、認股權證)，係以係數 0.2 將交易數量轉換為約當合約數量 (5 次交易等於 1 份合約)。

c) Imported subledger documents are counted by applying a factor of 0.2 to convert the number of subledger documents into the number of contracts (5 imported subledger documents equate to 1 contract).
匯入的分類帳文件係以係數 0.2 將分類帳文件數量轉換為約當合約數量 (5 份匯入的分類帳文件等於 1 份合約)。

12. CORES
核心

12.1. 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。

13. COSTS
成本

13.1. Asset retirement obligation cost estimations are the volume of the cost estimations which are handled in the solution. 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 1 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.
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。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 1 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。

13.2. 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%。

13.2.1. For Service Parts Planning: Costs of goods sold refers to the inventory value for the service parts business.
對於維修零件規劃：售出貨品成本係指維修零件業務的庫存價值。

Remaining metrics - D
剩餘度量資訊 - D

14. DATABASE SIZES
資料庫大小

14.1. 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) 係指正式運作系統的資料庫大小，且針對每個 ERP、BI 和 CRM 系統個別計算。

14.2. 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 的所有正式運作 SAP 系統的資料庫大小。

15. DEVICES
客戶裝置

15.1. Devices are all pieces of equipment or hardware for which a unique account is managed by the Software, including but not limited to: a gateway, 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.
裝置係指透過軟體管理其唯一帳戶的所有設備或硬體，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、度量裝置、車內安裝的裝置 (板載單元) 或其他聯網裝置。

15.1.1. For SAP Customer Checkout: Devices are devices, or mobile devices for mobile point of sales applications or mobile devices for merchandise applications or scale devices for scale applications.
對於 SAP Customer Checkout：裝置係指裝置、用於行動銷售點應用程式之行動裝置、用於商品應用程式之行動裝置或用於度量應用程式之度量裝置。

16. DOCUMENTS
文件

16.1. Documents are single instances of the output data files generated by the product annually.
文件係指產品每年產生的輸出資料檔案單一執行個體。

16.1.1. For SAP Document Compliance: Documents mean electronic documents transmitted or received by or through the product annually. Examples of documents are: customer invoice, vendor invoice, credit memo, purchase order, dispatch advice, transport document, transport registration request, invoice registration request, document summary, tax certificate, tax report.
對於 SAP Document Compliance：文件係指每年藉由或透過產品傳輸或接收的電子文件。文件範例為：客戶發票、供應商發票、貸項通知書、採購單、發派建議、運輸文件、運輸登記請求、發票登記請求、文件摘要、稅捐證明、稅務報表。

16.2. For SAP solutions by OpenText: Documents are single instances of the data file processed by the product annually as counted by the solution. Examples of documents are: invoices, sales orders, order confirmations and remittance advices.
對於 SAP 解決方案 (由 OpenText 開發)：文件是產品每年處理的資料檔案單一實例，數量由解決方案計算。文件的範例為：發票、銷售訂單、訂單確認函和匯款建議。

16.2.1. For S/4HANA for waste and recycling by PROLOGA: SAP counts as Documents:
對於 SAP S/4HANA (適用於廢棄物和回收，由 PROLOGA 開發)：SAP 視為文件者：

a) a record that represents a day order for waste disposals processed by this solution; and/or
代表本解決方案經手廢棄物處理每日訂單之記錄；和/或

b) additional disposal documents processed by the solution.
本解決方案經手之額外處理文件。

16.3. 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。

16.4. Documents for SAP Digital Access and/or Documents for SAP S/4HANA Digital Access (Documents are defined below and categorized within the following Document Types):
適用 SAP Digital Access 之文件和/或 SAP Digital Access (適用於 SAP S/4HANA) 之文件 (文件定義如下，並依下列文件類型分類)：

16.4.1. Sales Document is:
銷售文件係指：

a) a line item record that represents the material and/or service being sold or quoted; and/or
對物料和/或服務進行出售或報價之項目紀錄；和/或

b) a record that represents an individual order/release against a scheduling agreement which indicates the material and/or service being sold.
根據排程合約所進行，載明所銷售物料和/或服務之個別訂單/發送紀錄。

16.4.2. Purchase Document is:
採購文件係指：

a) a line item record that represents the material and/or service being ordered or requested; and/or
載明所已訂購或要求之物料和/或服務之明細項目紀錄；和/或

b) a record that represents the release against a scheduling agreement which indicates the material and/or service being procured.
根據排程合約所進行，載明所採購物料和/或服務之發送紀錄。

16.4.3. Invoice Document is a line item record that represents the material and/or service being billed. For SAP S/4HANA Digital Access only, an Invoice Document shall also include a line item record that represents a description of the material being purchased, including the material name, number and quantity of the material.
發票文件係指帳單所載物料及/或服務之明細項目紀錄。就 SAP Digital Access (適用於 SAP S/4HANA) 而言，發票文件應另包括描述購買物料之明細項目紀錄，包括物料名稱、數目及數量。

16.4.4. Manufacturing Document is:
製造文件係指：

a) a record which represents the production-related details associated with manufacturing a material, including: the type, quantity and color of what to produce, when to produce it, where to produce it and/or other distinguishing characteristics; and/or
與製造物料有關之生產細節紀錄，包括生產之類型、數量及顏色，何時生產、何地生產和/或其他可資辨別之特徵；和/或

b) a record that represents a confirmation which indicates the status of the processing activities associated with manufacturing orders.
與製造訂單相關，確認製程活動狀態之紀錄。

16.4.5. Material Document is a line item record that represents a specific material being received, issued or transferred to, from or within a storage location or plant.
物料文件係指針對收受、發送或移轉特定物料，使之進出儲藏場所或工廠，或在儲藏場所或工廠內處理，所進行之明細項目紀錄。

16.4.6. Quality Management Document is:
品質管理文件係指：

a) a record that represents the details of a nonconformance being reported including the information required for problem solving; and/or
詳細提報不合格情事之紀錄，包括解決問題所需資訊；和/或
b) a record that represents results of an inspection.
檢查結果之紀錄。

For S/4HANA Digital Access only: a Quality Management Document shall also include a record that represents the details of a nonconformance.
僅就 SAP S/4HANA Digital Access 而言：品質管理文件應另包括不合格情事之細節紀錄。

16.4.7. Service & Maintenance Document is:
服務與維修文件係指：

a) a record that represents the details of work to be performed including the information needed to plan, execute and bill for a service or maintenance request; and/or
工作執行細節之紀錄，包括基於服務或維修請求，計畫、執行及開立帳單所需之資訊；和/或
b) a record that represents the details of a problem being reported including the information required for problem solving; and/or
問題提報細節之紀錄，包括解決問題所需資訊；和/或
c) a record that represents the status of the processing associated with service orders and maintenance orders; and/or
與服務訂單和維修訂單相關之處理狀態紀錄；和/或
d) a record that represents a claim by a customer for repair or replacement or compensation for under-performance, pursuant to terms in a warranty document.
客戶依保證文件條款，就效能不佳部分請求修理、汰換或賠償之紀錄。

16.4.8. Financial Document is a line item record that represents accounting information in a financial journal.
財務文件係指財務日記帳中代表會計資訊的明細項目紀錄。

16.4.9. Time Management Document is:
時間管理文件係指：

a) a record that represents an employee's time worked and assigned to business related objects; and/or
對員工工作時間及指派給業務相關目標之時間所為之紀錄；和/或
b) a record that represents deviations from an employee's assigned work schedule and/or pay rate.
對員工經指派之工作時程和/或薪資費率相異情形所為之紀錄。

Remaining metrics - E
剩餘度量資訊 - E

17. EMPLOYEES
員工

17.1. 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)。

17.1.1. For SAP S/4HANA Defense & Security: Employees are the numbers of full time equivalents (FTE) employed in the organization – including military and civilian personnel & reserve. They are calculated as: Weighted Size = Military Personnel x 1.0 + Reserve x 0.5 + Civilian x 0.5
對於 SAP S/4HANA Defense & Security：員工係指組織中雇用的約當全職人數 (FTE)－ 包括軍職與文職人員，以及後備人員。
計算方式為：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

18. ENTITIES
實體

18.1. Entities are the total number of legal entities that have to be incorporated into the financial account closing activity.
實體係指須納入財務科目結算活動的法人實體總數。

Remaining metrics - F
剩餘度量資訊 - F

19. FLAT FEE
固定費用

19.1. 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。

Remaining metrics - G
客戶剩餘度量資訊 - G

20. GIGABYTES
十億位元組

20.1. Gigabytes (GB) refer to the storage capacity equivalent to 10243 bytes.
十億位元組 (GB) 係指相當於 10243 位元組之儲存容量。

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

21. INSTALLATIONS
安裝

21.1. 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。

22. INSTANCES
執行個體

22.1. 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。

23. ITEMS
項目

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

23.1.1. For card management and SAP S/4HANA for card management: Items are the number of active cards stored in the system per calendar year.
對於卡片管理與 SAP S/4HANA (適用於卡片管理)：項目係指每一日曆年儲存於系統中之已啟用卡片數目。

23.1.2. For Extended Warehouse Management: Shipper Scenario - Items are delivery line items. A delivery is the documentation for a shipment sent to/ from a warehouse location to/from a destination (customer, vendor 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 1 year.
對於延伸性倉儲管理：發貨人情境 - 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、供應商或其他工廠/地點)，或從這些地方傳送至倉庫地點的出貨文件。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 1 年期間的有效天數為基礎。

Transit Warehousing scenario - 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 1 year.
轉運倉儲處理情境 - -對於轉運倉儲處理情境而言，項目係指透過系統從來源地移動至目的地的包裝項目 (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 1 年期間的有效天數為基礎。

23.1.3. For SAP S/4HANA for accounting integration: Items are the number of contracted items, assets and services in a year.
對於 SAP S/4HANA (適用於會計整合)：項目係指一年內已簽訂契約之物件、資產及服務數量。

23.1.4. For SAP Event Management on SAP S/4HANA: Items are entities tracked in the system on an annual basis.For Yard Logistics and SAP Yard Logistics for SAP S/4HANA: Items are the number of transportation units (trucks, trailer, container, railcars, vessel, etc.) in both inbound or outbound shipments in a year.
對於 SAP Event Management on SAP S/4HANA：項目係指系統中每年追蹤的實體。對於 Yard Logistics 及 SAP Yard Logistics (適用於 SAP S/4HANA)：項目係指一年中進項出貨與銷項出貨中運輸單位的數量 (卡車、拖車、貨櫃、列車、軌道車、船舶等)。

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

Remaining metrics - M
剩餘度量資訊 - M

24. MEMORY
記憶體

24.1. Gigabytes of memory are the total amount of memory that may be used by the Software, as measured in gigabytes.
十億位元組記憶體係指可供軟體使用的總記憶體量，以十億位元組 (GB) 為計量單位。

Remaining metrics - N
剩餘度量資訊 - N

Remaining metrics - O
剩餘度量資訊 - O

25. OBJECTS
物件

25.1. Master data objects are all unique records stored or managed in the Software.
主檔資料物件係指所有在軟體中儲存或管理的不重複記錄。

25.1.1. For SAP Enterprise Master Data Management; and SAP Enterprise Master Data Goveranance for SAP S/4HANA: 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 和 SAP Enterprise Master Data Goveranance for SAP S/4HANA：主檔資料物件係指 SAP NetWeaver Master Data Management 系統中儲存的所有主檔資料物件，加上 SAP Master Data Governance 系統中儲存的所有主檔資料物件總數。

25.1.2. 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. Customer may Use SAP Master Data Governance, Consumers to store additional business partners if the partners represent B2C consumers. Customer 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：主檔資料物件係指 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，或一群人 (例如家戶)，包括但不限於，B2C 客戶、B2C 聯絡人和民眾。客戶得使用 SAP Master Data Governance, Consumers 儲存額外的業務夥伴 (若夥伴代表 B2B 消費者)。客戶不得使用 SAP Master Data Governance, Consumers 儲存額外的業務夥伴 (若夥伴代表 B2C 客戶)。

25.1.3. For SAP Master Data Governance, Custom: Master data objects are master data objects stored in custom-build “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：主檔資料物件係指客製「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檔資料物件。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。

25.1.4. For SAP Master Data Governance, Customers: Master data objects are active B2B customer objects stored in the SAP Master Data Governance system. Customer may Use SAP Master Data Governance, Customers to store additional business partners if the partners represent B2B customers. Customer 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：主檔資料物件係指 SAP Master Data Governance 系統中儲存的有效 B2B 客戶物件。客戶得使用 SAP Master Data Governance, Customers 儲存額外的業務夥伴 (若夥伴代表 B2B 客戶)。客戶不得使用 SAP Master Data Governance, Customers 儲存額外的業務夥伴 (若夥伴代表 B2C 客戶)。

25.1.5. For SAP Master Data Governance, enterprise asset management ext by Utopia: Master data objects are master data objects stored in SAP EAM.
SAP Master Data Governance：企業資產管理延伸 (由 Utopia 開發)：主檔資料物件指儲存於 SAP EAM 中的主檔資料物件。

25.1.6. 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：主檔資料物件為儲存於 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 中外部報告，每個帳戶僅計入一次，而不是兩次。

25.1.7. For SAP Master Data Governance, Product: Master data objects are active material objects (materials, products) stored in the SAP Master Data Governance system. Customer may not Use SAP Master Data Governance, Product to store articles.
對於 SAP Master Data Governance, Product：主檔資料物件係指 SAP Master Data Governance 系統中儲存的有效材料物件 (材料，產品)。客戶不得使用 SAP Master Data Governance, Product 儲存品項。

25.1.8. 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：零售和時尚管理延伸 (由 Utopia 開發)：主檔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。

25.1.9. 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：主檔資料物件係指 SAP Master Data Governance 系統中儲存的有效供應商物件 (供應商)。

25.1.10. For SAP S/4HANA Cloud for contract, lease and real estate management: Master data objects are active real estate objects of type: contract; land; building or space.
對於 SAP S/4HANA Cloud (適用於契約、租賃和不動產管理)：主檔資料物件係指有效的不動產物件，類型為：土地、建築物或空間。

26. OUTPATIENT DAYS
門診天數

26.1. Outpatient days is the sum of the days in which patients have been treated as outpatients in a 1 year period. 1 outpatient day is counted when 1 patient is treated as an outpatient in 1 calendar day, independently of the quantity of work done on that day and on how the work was documented in the SAP system (in 1 or more outpatient cases, and, within cases, as 1 or more visit movements).
門診天數係指病患於 1 個年度的期間內，經診斷接受門診的天數。若單一病患於單一曆日經診斷接受門診，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

27. PATIENTS
病患

27.1. Patient care days are the relevant number of patient care days reached by the Customer in a calendar year is the corresponding statistic according to the annual H+ member directory “H+ Die Spitäler der Schweiz”.
病患照護天數係指客戶在一曆年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。

27.2. Patients treated are those treated in 1 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.
已診療病患係指一曆年內於 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。

28. PLANTS
工廠

28.1. Plants are physical sites owned by or operated by an enterprise supported by the Software. For the purpose of determining the size and usage scenario of plants the following definitions apply:
工廠係指軟體所支援之企業擁有或經營的實體地點。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。

29. POINTS OF DELIVERY
配送點

29.1. 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. For the sectors below the following division categories of the SAP Utilities system need to be 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。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
  - Waste Management
    廢棄物管理
  - Mutual help
    互助
  - For all sectors
    適用於所有行業
- Electricity:
  電力：
  - Electricity
    電力
- 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

30. PREMIUMS
保費

30.1. 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 must report the respective information to SAP on an annual basis. If Customer does not disclose the information publicly, Customer must deliver and explain it to SAP. If the product shall be licensed only for a subdivision of the insurance company the respective license contract requires an explicit definition.
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，則須

逐年提供個別資訊予 SAP。若客戶並未公開揭露本資訊，則必須將資訊提供予 SAP 並進行相關說明。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。

30.1.1. For Reinsurance Management Solutions (SAP Reinsurance Management Foundation for Insurance and SAP Reinsurance Risk Manager); Premiums reflect the “Ceded Premiums” in case of passive and “Assumed Premiums” in case of active Re-Insurance Business. In case the Customer uses the solution for Ceded AND Assumed business the sum of both shall apply.
對於 Reinsurance Management Solutions (SAP Reinsurance Management Foundation 和 SAP Reinsurance Risk Manager)；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」。在客戶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。

31. PRICES
定價

31.1. 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。

31.2. 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。

32. PRODUCTS
產品

32.1. 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.
產品係指在汽車解決方案的內容中，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)。

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

33. RECORDS
記錄

33.1. 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。

33.1.1. For SAP S/4HANA Enterprise Contract Management: Records are uniquely identified objects that are active and maintained within the software. All “Legal Transactions” in status ‘On Track’, ‘Pending’, ‘Open Issues’ are counted as Records.
對於 SAP S/4HANA Enterprise Contract Management：記錄係指未經重複指明之物件，且其於軟體內處於啟用及維護狀態。狀態為「進行中」、「未完成」、「未解決的問題」的所有「法律交易」均計為記錄。

33.1.2. For SAP Financial Database for Banking, SAP Credit Risk Management for Banking, and SAP Regulatory Reporting by iBS: 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 represents the number of the processed objects.
對於 SAP Financial Database for Banking、SAP Credit Risk Management for Banking (銀行業務的信用風險管理) 與 SAP Regulatory Reporting (由 iBS 開發)：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。

33.2. Master records are 1 contractual relationship between the company and an employee whose payroll is being calculated.
主檔紀錄係指系統計算公司員工之薪資時，公司與員工之間的單一合約關係。

34. RESOURCES
資源

34.1. 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、架構和/或公司政策等)。

35. REVENUES
收益

35.1. 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。

35.1.1. For SAP Advanced Trade Management Analytics, SAP Advanced Trade Management Analytics, version for SAP BW/4HANA, SAP Customer Business Planning, SAP Customer Business Planning, version for SAP BW/4HANA, SAP Trade Promotion Planning and Management, SAP Trade Promotion Planning and Management, version for SAP BW/4HANA, SAP Meat and Fish Management by msg for SAP S/4HANA and SAP Dairy Management by msg for SAP S/4HANA: only the revenues associated with the business or division which the capabilities of this package will be applied against need to be considered.
對於 SAP Advanced Trade Management Analytics、SAP Advanced Trade Management Analytics (適用於 SAP BW/4HANA 的版本)、SAP Customer Business Planning、SAP Customer Business Planning (適用於 SAP BW/4HANA 的版本)、SAP Trade Promotion Planning and Management、SAP Trade Promotion Planning and Management (適用於 SAP BW/4HANA 的版本)、SAP Meat and Fish Management (由 msg 開發，適用於 SAP S/4HANA) 及 SAP Dairy Management (由 msg 開發，適用於 SAP S/4HANA) 僅需要考量此套件功能所適用業務或部門的相關收益。

35.1.2. For SAP Configure, Price, and Quote (SAP CPQ): Revenues are the calculation of Customer'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.
對於 SAP Configure, Price, and Quote (SAP CPQ)：收益為客戶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。

35.1.3. For SAP Customer Profitability Analytics: Only the revenues analyzed within the Software need to be considered.
對於 SAP Customer Profitability Analytics：僅須考量軟體內分析的收益。

35.1.4. 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)：僅須考量位於巴西之公司或法定實體所產生的收益。

35.1.5. For SAP ERP, add-on for Polish SAF-T regulatory requirements: Only the revenues generated by the company or legal entity located in Poland need to be considered.
對於 SAP ERP、Polish SAF-T 附加元件法規要求：僅須考量位於波蘭之公司或法定實體所產生的收益。

35.1.6. For SAP ERP, add-on for invoice and reporting compliance for Angola and SAP S/4HANA Finance for invoice and reporting compliance for Angola: Only the revenues generated by the company or legal entity in Angola need to be considered.
對於 SAP ERP，適用於安哥拉發票和報表製作法規的附加元件，以及適用於安哥拉發票和報表的 SAP S/4HANA Finance：僅須考量位於安哥拉之公司或法人實體所產生的收益。

35.1.7. For SAP Customer Experience branded products: Revenue is the calculation of Customer's and its Affiliates total annual sales revenue for products or services that are purchased through the SAP Customer Experience platforms (including SAP Customer Experience powered websites and other SAP Customer Experience 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.
適用於 SAP Customer Experience 之品牌產品：收益係指客戶及其關係企業於每一連續 12 月期間內，自客戶 (B2B 及 B2C) 透過 SAP Customer Experience 平台 (包括 SAP Customer Experience 支援網站及其他 SAP Customer Experience 支援通路，例如網路商店、行動、店內模組、聯絡中心模組等) 購買產品或服務而獲得之年度營收總額，減去加值稅、運費及退貨金額後的計算結果。

35.1.8. For Insurance: Revenue are the same as "Premiums"
對於保險：「收益」與「保費」相同

35.1.9. For National Central Banks / Federal Reserve Banks: Revenues are the same as "Assets under Management".
對於國家中央銀行/聯邦儲備銀行：收益與「受管理資產」相同。

35.1.10. For Other Banks: Revenues are the sum of Customer's gross interest income and noninterest income (i.e. provisions, service charges, trading income) as stated on Customer's Income Statement.
對於其他銀行：收益係指按客戶之損益表，客戶的總利息收入與非利息收入 (亦即提列、服務費、交易收入) 之總和。

35.1.11. For SAP Product Lifecycle Costing: 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.
對於 SAP Product Lifecycle Costing (產品生命週期成本管理)：僅須考量與套用此 SAP Product Lifecycle Costing (產品生命週期成本管理) 功能的業務或部門相關聯的收益。

35.1.12. For Public Sector: Revenues are the same as "Total Annual Budgets"
對於公共部門：「收益」與「總年度預算」相同

35.1.13. For SAP Tax Declaration Framework for Brazil: only the revenues generated in Brazil are relevant.
對於 SAP Tax Declaration Framework for Brazil：只有在巴西產生之收益係屬相關。

35.1.14. SAP S/4HANA for advanced compliance reporting: Only the revenues generated by the company in the countries where advanced compliance reporting will be used need to be considered.
SAP S/4HANA (適用於進階法規報表製作)：將僅須考量使用進階法規報表製作之國家/地區境內公司所產生的收益。

36. REVENUES AND EXPENSES
收益及支出

36.1. 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. “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.
收益及支出係指該軟體內容中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。「收益」是指客戶或其關係企業針對透過 SAP 解決方案提供 (或即將提供) 第三方之服務，所開立之年度帳單金額總和。**「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。**

36.1.1. For SAP Collaborative Project Management and SAP Portfolio and Project Management: Revenue and Expenses is related to the projects managed within the software and is defined as:
對於 SAP Collaborative Project Management 和 SAP Portfolio and Project Management：收益及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

36.1.2. For SAP S/4HANA for rights and royalty management by Vistex: Revenues and Expenses are 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 are implemented in SAP S/4HANA for rights and royalty management by Vistex but do not result in an incoming payment (e.g. barter deals).
對於 SAP S/4HANA (適用於權利和權利金管理，由 Vistex 開發)：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 S/4HANA (適用於權利和權利金管理，由 Vistex 開發) 中執行，但並未產生收入之交易的財務驗證 (例如換貨交易)。

Remaining metrics - S
剩餘度量資訊 - S

37. SERVER
伺服器

37.1. 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。

38. SESSIONS
工作階段

38.1. Concurrent sessions are the aggregated numbers of sessions accessing the licensed Software at any 1 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. Customer 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單次存取授權軟體的工作階段總數。工作階段係指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接存取授權的軟體。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。客戶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時段授權存取任何部署時，得基於維護安全性的目的進入 SAP NetWeaver BW 系統。

39. SPENDS
開支

39.1. Spend volumes are the company's annual expenditures for the procurement of all direct and indirect goods and services.
支出額度係指公司所有直接與間接為貨物及服務採購的年度支出。

39.1.1. 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)：僅須考量巴西境內的支出額度。

39.1.2. 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：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。

39.2. 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。

40. STUDENTS
學生

40.1. Students are defined as:
學生定義為：

a) 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；和/或。

b) 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)。

41. SUBSCRIPTIONS
訂閱

41.1. 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。

42. SYSTEMS
系統

42.1. Managed systems are all systems with a unique system identifier or a cloud service that are controlled, managed, monitored, scanned, or retired by the software and include all production and non-production usage types.
受管理系統係指所有具有唯一系統識別碼的系統，或是由軟體控制、管理、監控、掃描或汰換的雲端服務，並包括所有正式運作環境及非正式運作環境使用類型。

42.1.1. For SAP Information Lifecycle Management: Only Customer's productive use systems managed by SAP Information Lifecycle Management must be counted in the Licensed Quantity.
對於 SAP Information Lifecycle Management：僅受 SAP Information Lifecycle Management 管理的客戶正式運作使用系統，必須在授權數量中列入計算。

Remaining metrics - T
剩餘度量資訊 - T

43. TRANSACTIONS
交易

43.1.1. For SAP Application Interface Framework: Transactions consist of everything processed or monitored in SAP Application Interface Framework, e.g. all Application to Application (A2A), Business to Business (B2B), Business to Consumer (B2C), Business to Government (B2G) and Internet of Things (IoT) messages that are processed and monitored in the SAP AIF solution. The number of transactions is counted per year.
對於 SAP Application Interface Framework：交易包含於 SAP Application Interface Framework 處理或監控的任何項目，例如所有應用程式對應用程式 (A2A)、企業對企業 (B2B)、企業對客戶 (B2C)、企業對政府 (B2G) 與物聯網 (IoT) 訊息，且於 SAP AIF 解決方案中處理或監控者。交易數目採每年計算。

43.1.2. 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: 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 Customers organization (i.e. other than employee, contract worker and outsourcer).
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：交易係指 OpenText Solution 儲存之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客戶組織外部人員 (亦即非員工、約聘人員和外包人員的其他人員)。

43.1.3. For SAP Document Presentment by OpenText, SAP Document Presentment by OpenText, add-on for business correspond: 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).
對於 SAP Document Presentment (由 OpenText 開發) 和 SAP Document Presentment (由 OpenText 開發)：商業信函的附加元件：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。

43.1.4. For SAP Billing, charging: Transactions are defined as pricing outputs where 1 input can generate 1 or several pricing outputs. Transactions are counted as those on the peak load day as measured within the prior 12 months.
對於 SAP Billing：計費：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。交易據在先前 12 個月內測量之尖峰負載日的交易量計算。

43.1.5. For SAP S/4HANA Banking for payment centralization: Transactions are single payment transaction within a payment order. A payment order can have 1 ordering party item and multiple recipient party items. The number of transactions is counted per year.
對於 SAP S/4HANA Banking (適用於付款集中)：交易係指支付訂單中的單一支付交易。一份支付訂單可包含 1 個訂購方項目與多個收件方項目。交易數目採每年計算。

43.1.6. For SAP S/4HANA for legal content: Transactions are folders/cases with a unique number created during an Agreement contract year, under which legal content is managed.
對於 SAP S/4HANA (適用於法律內容)：交易係指具有專屬號碼的資料夾/案件，在合約法律內容受管理的契約年所建立者。

43.1.7. For SAP Shared Service Framework: Transactions are defined as the number of shared service framework service requests created per year.
對於 SAP Shared Service Framework：交易定義係指每年建立的共享服務架構之服務要求數量。

43.1.8. For last mile distribution component for SAP Direct Distribution: Transactions are defined as the number of annual store or customer visits performed by field sales or delivery personnel (e.g. delivery drivers, van sellers, merchandisers) as maintained by the Software.
對於 SAP Direct Distribution 的 Last Mile Distribution 元件：交易定義為由軟體所維護的現場銷售或交貨人員 (例如，交貨駕駛、貨車駕駛賣家、商人) 進行的年度商店或客戶拜訪的次數。

43.1.9. For SAP ERP connector for SAP Cash Application: Transactions are the total maximum number of documents and line items processed by the Cash Application per year. 1 transaction is either: 1 payment advice file (pdf); 1 bank statement line item; or 1 lockbox line item.
對於 SAP Cash Application 的 SAP ERP 連接器：交易係指每年由 Cash Application 處理之文件及明細項目的最大總數。1 個交易指：1 份付款通知檔 (pdf)；1 份銀行對帳單明細項目；或 1 個支票箱明細項目。

Remaining metrics - U
剩餘度量資訊 - U

44. UNITS
單位

44.1. 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 管理的租賃物件。

45. USERS
使用者

45.1. Users are individuals who Use the Software. A “User” included in the Metric count cannot be assigned to more than 1 individual. However, a User assignment may be transferred from 1 individual to another, but only if the individual to which the User was assigned is:
使用者為使用軟體的個人。不得將度量資訊中包含的「使用者」指派給多人。不過，若要將某人的使用者指派移轉給其他人，僅能在已接受指派使用者之個人發生下列情形時為之：

a) is on vacation;
休假中；
b) is absent due to sickness;
因病缺席；
c) has their employment terminated;
已結束其僱傭關係；
d) is moved into a new job function which no longer requires them to Use the applicable Package(s); or
輪調至新工作職位，而無需再使用適用套件；或
e) is subject to a condition that is otherwise agreed by SAP.
受 SAP 另行同意之條件所拘束。

45.1.2. 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. Customer 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。客戶不得利用任何程式或系統快取或佇列報表要求。SAP BI 使用者可基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。

45.1.3. For SAP Contact Center: 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：使用者代表專員及/或監督人員，其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、交談訊息、簡訊、傳真) 處理傳入之連絡人資訊，及/或使用主管工具，透過電子管道使用者功能監督聯絡中心專員者。

45.1.4. In the context of 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.
關於語音通道：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，互動語音識別系統的每個連接埠也被視為使用者，並應計為一個額外使用者。

45.1.5. 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。

45.1.6. 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/或使用者資訊由授權軟體的功能管理的個人。

45.1.7. 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。

45.2. Active users are the number of individuals that access the Cloud Service at any time during a calendar month.
有效使用者係指可在曆月期間隨時存取雲端服務的個人數量。

45.3. 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) 軟體監控其資訊或認證者；和/或 2) 使用報告主控台者。

45.4. Virtual users are users simulated in the software to test the load on the SAP system.
虛擬使用者係指為測試 SAP 系統負載，在軟體中模擬的使用者。

Remaining metrics - V
剩餘度量資訊 - V

46. VALUES
價值

46.1. 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。

46.2. 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**: Where Customer 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:
嵌入式分析：若客戶持有以下任何套件的有效套件授權，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：

a) view, interact and refresh Crystal Reports, Dashboards content and Lumira storyboards embedded with such licensed Package(s); and
檢視、重新整理及與該授權套件嵌入式 Crystal Reports、儀器板內容和 Lumira 故事板互動，及
b) Use the SAP BI Platform and/or SAP Lumira Server, as delivered with such licensed Package(s), solely to enable the viewing, interacting and refreshing of the Crystal Reports, and Lumira storyboards embedded with such licensed Package(s) (collectively "**Embedded Analytics Limited Use Right**").
使用隨附於該授權套件的 SAP BI 平台及 SAP Lumira 伺服器，僅限於讓客戶檢視、重新整理及與該授權套件嵌入式 Crystal Reports 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 ERP
- SAP SCM
  SAP SCM
- SAP Transportation Management
  SAP Transportation Management
- SAP Extended Warehouse Management
  SAP Extended Warehouse Management
- SAP SRM
  SAP SRM
- SAP CRM
  SAP CRM
- SAP Environment, Health and Safety
  SAP Environment, Health and Safety
- SAP Manufacturing Integration and Intelligence
  SAP Manufacturing Integration and Intelligence

1.2. **Embedded SAP BusinessObjects Enterprise**: Where Customer 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).
嵌入式 SAP BusinessObjects Enterprise：若客戶持有以下任何套件的有效套件授權，則該套件授權應包括個人有權檢視、互動、重新整理及修改嵌入此等授權套件的內容。

Packages That Include Embedded SAP BusinessObjects Enterprise:
包括嵌入式 SAP BusinessObjects Enterprise 的套件：

- SAP Contact Center
  SAP Contact Center
- SAP Identity Management
  SAP Identity Management

1.3. **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.
SAP Human Capital Management：僅在具有 SAP HCM 及當前有效的 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 (以下稱「**BizX**」) 之間的整合。

2. S/4HANA PACKAGES
S/4HANA 套件

2.1. **General terms for S/4HANA Packages**: 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. 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 套件的一般條款：S/4HANA 套件應僅部署在 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、其關係企業及/或其授權經銷

商或轉售商的軟體。縱使本 SUR 中有不同規定，S/4HANA Packages 並非使用第三方 runtime 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。

2.2. **Named User and Metric Requirements for S/4HANA Packages**: The only S/4HANA Package that requires SAP Named User licenses is S/4HANA Enterprise Management for ERP Customers.
S/4HANA 套件的指定用戶與度量要求：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。

2.3. **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/pdfac0fa9551dd88809f10000000b441570/1511%20000/en-US/MATRIX_OP1511.pdf). The S/4HANA Compatibility Pack may be Used by Customer as, and in accordance with the terms of, an S/4HANA Package. Such Use is further subject to the following:
SAP S/4HANA 相容性套件：「**S/4HANA 相容性套件**」應指表中「經典解決方案」欄顯示的軟體的 S/4HANA 相容版本 (適用軟體清單位於下列連結：https://uacp.hana.ondemand.com/http.svc/rc/PRODUCTION/pdfac0fa9551dd88809f10000000b441570/1511%20000/en-US/MATRIX_OP1511.pdf)。客戶得遵循其條款，使用 S/4HANA 相容性套件作為 S/4HANA 套件。上述使用應進一步受下列規定限制：

a) Customer must have a license to Use:
客戶必須具備授權才能使用：

- such Software in the Classical Solution column of the Matrix; and
表中「經典解決方案」欄所列之該等軟體；以及
- the prerequisite shown on the Matrix.
表中顯示的先決條件。

b) So long as the Software in the Classical Solution Column of the Matrix is licensed solely for Use and deployment of the applicable S/4HANA Compatibility Pack on an S/4HANA Installation, no Named User licenses are requiredfor such Classical Solution. S/4HANA Compatibility Packs may only be Used until the applicable expiration date shown on the Matrix.
若表中「經典解決方案」欄顯示的軟體之授權，僅限於使用與部署 S/4HANA 安裝上的適用 S/4HANA 相容性套件，則使用該經典解決方案不需指定用戶授權。僅在表中顯示之適用到期日前，方可使用 S/4HANA Compatibility Pack。

2.4. **S/4HANA Enterprise Management**: Customer shall be deemed to have the right to Use the ERP Compatibility Pack. S/4HANA Enterprise Management includes the following Runtime Software: SAP GTS, Trade Preferences and SAP Information Lifecycle Management ("**ILM**"). Classification required to support Trade Preferences may be used in context of this usage right at no additional charge for an on-premise implementation with the exception of the following functionalities: Entering Vendor-Based LTVDs in the Web UI, Uploading Preference Rules, Rule Set for Agreements other than with EU and NAFTA-based concepts, Preference Determination for Configurable Bills of Material, Pan-Eur-Med-Cumulation, and Identity-Based Preference Processing. Use of ILM is limited solely to SAP ILM Retention Manager and ILM Store components only for:
S/4HANA Enterprise Management：客戶應視為具備 ERP 相容性套件之使用權利。S/4HANA Enterprise Management 包含下列執行階段軟體：SAP GTS、貿易優惠和 SAP Information Lifecycle Management (以下稱「**ILM**」)。支援 Trade Preferences 所需之分類，得在本使用權利範圍內用於內部部署建置，且無額外費用，惟不包括下列功能：在網站使用者介面中輸入以供應商為基礎的長期供應商報關；上傳偏好法規；針對制定基礎並非歐盟或北美貿易協定相關概念之合約的規則集；對可選配物料表進行偏好決定；泛歐地中海累積制度，以及基於身分識別所為之偏好處理。ILM 之使用僅限於 SAP ILM 保留管理員和 ILM Store 元件，且用途僅限於：

a) storing and archiving files to filesystem, Hadoop, HANA, and IQ;
將檔案儲存和歸檔到檔案系統、Hadoop、HANA 和 IQ；

b) blocking and deleting personal data within a specified time period or at the end of a specified time period.
在指定期間內或指定期間結束時，凍結和刪除個人資料。

2.5. **S/4HANA Enterprise Management for Professional use**: Use is allowed by the number of individuals included in the Licensed Level who are authorized to use all of such individual's operational, system administration and management roles supported by the Software for Customer's internal business purposes.
S/4HANA Enterprise Management (專業用途)：授權層級中所納入的所有人員均允許使用，且這些人員已獲授權使用基於客戶之內部業務用途，而受軟體支援之營運、系統管理和管理角色。

2.6. **S/4HANA Enterprise Management for Functional use**: includes the rights associated with S/4HANA Enterprise Management for Productivity use. Use is allowed by the number of individuals included in the Licensed Level:
S/4HANA Enterprise Management (功能性用途)：包括與 S/4HANA Enterprise Management (生產用途) 相關之權利。授權層級中所納入的所有人員均允許使用：

a) who are employees of Customer's Business Partners authorized to perform any role supported by the Software in accordance with the license grant set forth in the GTC or Software License Agreement; or
客戶業務夥伴之員工，其已獲授權依據 GTC 或軟體授權合約中述及之權利授與，執行軟體所支援的任何角色；或

b) who are employees of Customer authorized to use the following Solution Capabilities supported by the Software:
客戶之員工，其已獲授權使用軟體所支援的下列解決方案功能：

- Supply Chain (Goods Movement, Inventory Analytics & Control, Returnable Packaging Logistics, Warehouse Management, Delivery Management, Transportation Management, Available to Promise, Physical Inventory Handling, Unit Management, Batch Management, Serial Number Management)

供應鏈 (商品移動、存貨分析與控管、可退包裝後勤系統、倉儲管理、交付管理、運輸管理、可承諾量、實地盤點、單位管理、批次管理、序號管理)

- Manufacturing (Material Requirements Planning, External Processing, Production Execution, Subcontracting, Just-in-time processing, Kanban, Production Control, Repetitive Manufacturing, Quality Planning, Quality Improvement, Quality Inspection, Production BOM Management, Recipe/Routing Management, Manufacturing Analytics, Capacity Planning)
  生產 (物料需求規劃、外部處理、生產執行、分包、實際訂單處理、看板式生產管制、生產控制、重複性製造、品質規劃、品質改善、品質檢驗、生產 BOM 管理、配方/途程管理、生產分析)
- Asset Management (Maintenance Planning, Maintenance Execution, Maintenance Demand Processing)
  資產管理 (維護規劃、維護執行、維護需求處理)
- Enterprise Technology (Master Data Maintenance)
  企業技術 (主檔資料維護)
- R&D (Project Financial Controls, Project Logistics Control, Variant Configuration, Product Development Foundation)
  研發 (專案財務控制、專案物流控制、變式組態、產品開發基礎)
- Service (Warranty Management, Service Request Management, Service Order Management, Service Fulfilment, Service Billing & Settlement, Customer Engagement, Packaged Service Offerings, Business Solution Contract Management, Service Contract Management, Service Parts Fulfillment,Service Monitoring and Analytics, Service and Maintenance Plan, Technical Assets, Structures and History, In-House Repair)
  服務 (保固管理、服務請求管理、服務單管理、服務履行、服務請款與結算、客戶互動、套裝服務方案、企業解決方案合約管理、服務合約管理、服務零件履行、服務監控與分析、服務和維護計劃、技術資產、架構與歷史、內部修復)
- Sales (Sales Quotation Management, Sales Contract Management, Sales Order Management and Processing, Price Management, Incentive and Commissions Management, Opportunity Management, Sales Lead Management, Activity Management, Account and Contact Management, Sales Master Data Management, Sales Billing, Solution Billing, Sales Rebates Management, Claims, Returns and Refund Management, Sales Monitoring and Analytics)
  銷售 (銷售報價管理、銷售合約管理、銷售訂單管理及處理、價格管理、獎勵與佣金管理、商機管理、業務潛在客戶管理、活動管理、客戶與聯絡人管理、銷售主檔資料管理、銷售請款、解決方案請款、銷售回扣管理、索賠、退貨及退款管理、銷售監控與分析)
- Human Resources (Organizational Management, Time Sheet)
  人力資源 (組織管理、工時表)
- Sourcing and Procurement (Self-Service Requisitioning)
  貨源與採購 (自助請購)
- Display Use Rights
  顯示使用權利
- Approval Use Rights
  核准使用權利

2.7. **S/4HANA Enterprise Management for Productivity use**: Use is allowed by the number of individuals included in the Licensed Level who are employees of Customer authorized to use the following Solution Capabilities supported by the Software:
S/4HANA Enterprise Management (生產用途)：授權層級中所納入的所有人員均允許使用，其係指已獲授權使用軟體所支援之下列解決方案功能的客戶員工：

- Supply Chain (Goods Movement, Warehouse Management, Delivery Management, Available to Promise, Transportation Management, Physical Inventory, Handling Unit Management, Batch Management, Serial Number Management)
  供應鏈 (商品移動、倉儲管理、交付管理、可承諾量、運輸管理、盤點、處理單位管理、批次管理、序號管理)
- Asset Management (Maintenance Demand Processing, Maintenance Execution)
  資產管理 (維護需求處理、維護執行)
- Manufacturing (Materials Requirements Planning, Production Execution, Production Control)
  生產 (物料需求規劃、生產執行、生產控制)
- Human Resources (Organizational Management, Time Sheet)
  人力資源 (組織管理、工時表)
- Sourcing and Procurement (Self-Service Requisitioning)
  貨源與採購 (自助請購)
- Display Use Rights
  顯示使用權利
- Approval Use Rights
  核准使用權利

2.8. **S/4HANA Developer access**: Use is allowed by the number of individuals included in the Licensed Level who are authorized to 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.
S/4HANA Developer access：授權層級中所納入的所有人員均允許使用，其已獲授權可基於對任何 S/4HANA 套件建立 ABAP 修改和/或附加元件之目的，存取授權之 S/4HANA Enterprise Management Software 隨附的開發工具。

2.9. **S/4HANA Central Finance, central finance foundation** ("**S/4HANA Central Finance**"): includes the following Runtime Software: SAP Application Interface Framework.
S/4HANA Central Finance：中央財務基礎（以下稱「**S/4HANA Central Finance**」）：包括下列執行階段軟體：SAP Application Interface Framework。

2.10. **SAP S/4 HANA Incentive and Commission Management**: does not include agent portfolio assignment, liability management, actual commissioning and cancellation reserves, portfolio and liability transfer processes.
SAP S/4 HANAIncentive 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。

2.11. **SAP S/4 HANA for subscription billing**: If SAP S/4 HANA for subscription billing 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 Customer 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.
SAP S/4HANA (適用於訂閱計費)：若 SAP S/4HANA (適用於訂閱計費) 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，則客戶有義務從 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。

SAP Billing, CRM component is required for the use of SAP S/4 HANA for subscription billing and should be deployed on a separate installation from S/4 HANA installation. The included convergent charging functionality in SAP Billing, CRM component may only be used if SAP S/4 HANA for subscription billing is licensed.
使用 SAP S/4HANA (適用於訂閱計費) 需要 SAP Billing：客戶關係管理元件，後者應部署在另一設備中，而與部署 S/4 HANA 之設備不同。SAP Billing：客戶關係管理元件所包含的整合收費功能，僅得於已獲 SAP S/4HANA (適用於訂閱計費) 之授權時使用。

2.12. **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**: The Software includes mobile components that can solely be used:
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到收款流程管理)、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到收款流程管理)：本軟體包含行動元件，僅可用於下列目的：

a) 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/orSAP S/4HANA for water utilities meter data management and operations and/or SAP S/4HANA for water utilities bill-to-cash management; and
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到收款流程管理) 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到收款流程管理)；以及
b) 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.
作為以下項目的擴充功能和增強功能：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到收款流程管理) 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到收款流程管理)。

The SAP Multichannel Foundation for Utilities includes any users necessary for SAP Gateway access.
SAP Multichannel Foundation for Utilities 包含 SAP Gateway 存取所需的任何使用者。

2.13. **SAP S/4HANA Enterprise Portfolio and Project Management, professional**: includes runtime functionality of planning application kit, SAP Lumira Designer and SAP Lumira Server.
SAP S/4HANA Enterprise Portfolio and Project Managemen (專業版)：包括規劃應用程式套件、SAP Lumira Designer 和 SAP Lumira Server 的執行階段功能。

2.14. **SAP S/4HANA Enterprise Portfolio and Project Management, standard**: includes right to view project and portfolio information, use analytical capabilities, approve projects, phases and decision points, fill out questionnaires, provide input for financial and capacity planning, view and confirm assigned tasks and report project efforts. It also includes runtime functionality of planning application kit, SAP Lumira Designer and SAP Lumira Server.
SAP S/4HANA Enterprise Portfolio and Project Management (標準版)：包含下列權利：檢視專案與組合資訊，使用分析功能，核准專案、階段與決定點，填寫問卷，提供財務與產能規劃投入，檢視與確認指派工作，以及呈報專案成果。其中還包括規劃應用程式套件、SAP Lumira Designer 和 SAP Lumira Server 的執行階段功能。

2.15. **SAP S/4HANA for O&G secondary distribution management**: includes a license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" for up to 50,000 BOEPD sold. When licensed with SAP S/4HANA for O&G retail fuel network operations, the total license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" remains up to 50,000 BOEPD sold.
SAP S/4HANA for O&G (適用於二次分配管理)：包含對「SAP S/4HANA Oil & Gas (適用於碳氫化合物管理)」產業套件之授權，至多為 50,000 個售出的 BOEPD。當授權 SAP S/4HANA Oil & Gas (適用於零售燃料網路營運) 時，「SAP S/4HANA Oil & Gas (適用於碳氫化合物管理)」產業套件的總授權數，維持最多 50,000 個售出 BOEPD。

2.16. **SAP S/4HANA for O&G retail fuel network operations**: includes a license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" for up to 50,000 BOEPD sold. When licensed with SAP S/4HANA for O&G secondary distribution management, the total license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" remains up to 50,000 BOEPD sold.
SAP S/4HANA for O&G (適用於零售燃料網路營運)：包含最多 50,000 個售出 BOEPD 的「SAP S/4HANA Oil & Gas (適用於碳氫化合物管理)」產業套件的授權。當授權 SAP S/4HANA Oil & Gas (適用於二次分配管理) 時，「SAP S/4HANA Oil & Gas (適用於碳氫化合物管理)」產業套件的總授權數，維持最多 50,000 個售出的 BOEPD。

2.17. **SAP S/4HANA Finance for treasury and risk management**: Use of SAP S/4HANA Finance for treasury and risk management is limited to a maximum of 100 active, investment-related security classes in the securities area*. In case a larger number of security classes are required, SAP Financial Asset Management for Insurance must be licensed.
SAP S/4HANA Finance (適用於財務與風險管理)：Use of SAP S/4HANA Finance (適用於財務與風險管理) 之使用僅限於證券領域*中最多 100 個活躍且與投資相關的證券類別。如需更大量的證券類別，則必須取得 SAP Financial Asset Management (適用於保險業) 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。

2.18. **SAP Business Integrity Screening for S/4HANA**: Customer 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 Business Integrity Screening for S/4HANA solution (e.g. to setup rules which access these tables/views).
SAP Business Integrity Screening for S/4HANA：客戶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)，但客戶須在 SAP Business Integrity Screening for S/4HANA 解決方案的範疇內使用 (如設定規則以存取這些表格/檢視)。

2.19. **SAP S/4HANA R&D for Enterprise Product Engineering**: Use of collaborative product development and product structure synchronization functionality is limited to product development functionality. Use of SAP 3D Visual Enterprise Generator is limited to 1 core of usage. SAP S/4HANA R&D for Enterprise Product Engineering, standard includes rights to view, track status and release master data objects including change records, document information records and bills of material.
SAP S/4HANA (適用於企業產品工程研發)：Collaborative Product Development 及 Product Structure Synchronization 功能之使用，應以產品開發功能為限。SAP 3D Visual Enterprise Generator 之使用，則以 1 個使用核心為限。SAP S/4HANA (適用於企業產品工程研發，標準版) 包含檢視、追蹤狀態及發送主檔資料物件的權利，包括更改記錄、文件資訊記錄和物料表。

2.20. **SAP S/4HANA R&D for Enterprise Product Formulation**: Use of collaborative product development and product structure synchronization functionality is limited to recipe development functionality. SAP S/4HANA R&D for Enterprise Product Formulation, standard includes rights to view, track status and release master data objects including change records, master recipes, document information records and bills of material. In addition, users can view objects created in recipe development including specifications, recipes and any attached documents.
SAP S/4HANA (適用於企業產品配方研發)：Collaborative Product Development 及 Product Structure Synchronization 功能之使用，應以配方開發功能為限。SAP S/4HANA (適用於企業產品配方研發，標準版) 包含檢視、追蹤狀態及發送主檔資料物件的權利，包括更改記錄、主檔配方、文件資訊記錄和物料表。此外，使用者可以檢視配方開發中建立的物件，包括規格、配方和任何附加文件。

2.21. **SAP Knowledge Accelerator Bundle for S/4HANA**: may be used to meet Customer'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 Customer, Customer may transfer such individual's User license count to another user.
SAP Knowledge Accelerator 組合 (適用於 S/4HANA)：可用來滿足客戶的員工訓練需求，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。若某人不再受聘於客戶，客戶得將該個人使用者之使用者授權數移轉予其他使用者。

2.22. **Sales and Service Order Execution for B2B and B2C for S/4HANA**: is licensed for Use to place and process Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.
Sales and Service Order Execution for B2B and B2C (適用於 S/4HANA)：授權的使用方式為透過已授權 SAP Business Technology Platform (包含任何其中執行的授權應用程式) 及/或非 SAP 應用程式，在已授權 SAP S/4HANA Enterprise

Management Software 中進行訂購和處理訂單。「非 SAP 應用程式」係指授權套件以外的任何技術，且客戶已經向 SAP、SAP SE，及/或其子公司，及/或經銷商以外的實體取得適當的授權。

2.23. **Sales and Service Order Execution for B2C for S/4HANA**: is licensed for Use by Consumers to place and process Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.
Sales and Service Order Execution for B2C (適用於 S/4HANA)：僅授權消費者使用，方式為透過已授權 SAP Business Technology Platform (包含任何其中執行的授權應用程式) 及/或非 SAP 應用程式，在已授權 SAP S/4HANA Enterprise Management Software 中進行訂購和處理訂單。「非 SAP 應用程式」係指授權套件以外的任何技術，且客戶已經向 SAP、SAP SE，及/或其子公司，及/或經銷商以外的實體取得適當的授權。

2.24. **Purchase Order Execution for S/4HANA**: is licensed for Use to create and process Purchase Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.
Purchase Order Execution (適用於 S/4HANA)：授權的使用方式為透過已授權 SAP Business Technology Platform (包含任何其中執行的授權應用程式) 及/或非 SAP 應用程式，在已授權 SAP S/4HANA Enterprise Management Software 中建立和處理訂購單。「非 SAP 應用程式」係指授權套件以外的任何技術，且客戶已經向 SAP、SAP SE，及/或其子公司，及/或經銷商以外的實體取得適當的授權。

2.25. **SAP S/4HANA Oil & Gas for upstream hydrocarbon accounting and management**: Use of the Runtime Software SAP Manufacturing Integration and Intelligence is restricted to upstream production, scheduling, allocation, and maintenance only.
SAP S/4HANA Oil & Gas (適用於上游碳氫化合物會計和管理)：執行階段軟體 SAP Manufacturing Integration and Intelligence 僅限用於上游生產、排程、分配和維護。

2.26. **SAP S/4HANA Oil & Gas for upstream contracts management**: Upstream Contracts Management and Upstream Oil and Gas, which include Joint Venture Accounting functionality, also include limited use rights for Advanced Compliance Reporting (ACR). The license to use ACR is limited to use within the scope of Upstream Contracts Management and Upstream Oil and Gas licenses. Any use beyond the scope of Upstream Contracts Management and Upstream Oil and Gas requires ACR to be fully licensed separately.
SAP S/4HANA Oil & Gas (適用於上游契約管理)：上游契約管理以及上游石油和天然氣 (包含合資會計功能) 也包含進階法規報表 (ACR) 的有限使用權利。ACR 的使用授權僅限於在上游契約管理以及上游石油和天然氣授權的範圍中使用。若要在上游契約管理以及上游石油和天然氣的範圍以外使用，必須分別取得 ACR 的完整授權。

2.27. **SAP Tax, Benefits, and Payment Processing for Public Sector for S/4HANA**: includes any users necessary for SAP Gateway access. To implement the solution, Customer must also license SAP Tax, Benefits, and Payment Processing for Public Sector for CRM and deploy it on a separate installation from the S/4 HANA installation. Use is restricted to the usage of following capabilities of SAP CRM: Application processing, Debt and enforcement management, Benefit and deduction decision making, Enrollment and declaration processing, Case management, Grantor front-office processes, Financial customer care and dispute management
SAP Tax, Benefits, and Payment Processing for Public Sector (適用於 S/4HANA)：包含 SAP Gateway 存取所需的任何使用者。若要建置該解決方案，客戶必須授權 SAP Tax, Benefits, and Payment Processing for Public Sector (適用於 CRM)，且對其進行部署的設備應與 S/4 HANA 設備不同。本軟體之使用僅限於下列 SAP CRM 功能之使用：申請處理、債務與強制執行管理、福利與扣除管理、登記與聲報處理、案例管理、贊助人前台處理、金融客服與糾紛管理。

2.28. **SAP Tax Compliance for S/4HANA**: includes the following Runtime Software:
SAP Tax Compliance (適用於 S/4HANA)：包含下列執行階段軟體：

- SAP Lumira Discovery
  SAP Lumira (探索版)
- SAP BusinessObjects Enterprise limited to 5 Users per block of Licensed Metric for the Software
  SAP BusinessObjects Enterprise 軟體的授權度量，每區塊限有 5 個使用者

2.29. **SAP Business Partner Screening for S/4HANA**: includes the following Runtime Software:
SAP Business Partner Screening (適用於 S/4HANA)：包含下列執行階段軟體：

- SAP Lumira Discovery
  SAP Lumira (探索版)

2.30. **SAP S/4HANA for Advanced Variant Configuration, standard**: includes rights to configure e.g. sales orders using the SAP Fiori-based advanced configurator for materials using configuration profiles of mode "Advanced Variant Configuration" and create material variants for materials using configuration profiles of mode "Advanced Variant Configuration".
SAP S/4HANA (適用於進階變式組態) (標準版)：包含的權利如下：可針對使用「進階變式組態」模式的組態設定檔之材料，使用 SAP Fiori 為基礎的進階設定器設定銷售訂單等，以及針對使用「進階變式組態」模式的組態設定檔之材料建立材料變式。

2.31. **SAP OpenHub for S/4HANA**: For purposes of SAP OpenHub for S/4HANA, "**SAP BW**" means the SAP Business Warehouse functionality included in SAP S/4HANA Enterprise Management, and does not include other Business Warehouse products such as SAP BW4/HANA. With this license, data may be exported out of SAP BW 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 or SAP Named Users required, provided the use of such data does not result in any updates to and/or trigger any

processing capabilities of any licensed Software. 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. Notwithstanding anything to the contrary, provided Customer also has a valid license for SAP S/4HANA Digital Access:

SAP OpenHub (適用於 S/4HANA)：對於 SAP OpenHub (適用於 S/4HANA)，「**SAP BW**」係指包括在 SAP S/4HANA Enterprise Management 內的 SAP Business Warehouse 設計功能，而不包括其他 Business Warehouse 產品，如 SAP BW4/HANA。具備此授權者，即可透過異步、非即時的方式，從 SAP BW 匯出資料至非 SAP 軟體應用程式。一旦經異步方式擷取資料至非 SAP 軟體，只要此類資料之使用並未導致更新及/或驅動任何授權軟體處理能力，即無需額外授權費用或 SAP 指定用戶。根據本條，「異步擷取」係指基於分析目的大量下載資料 (亦即並非即時回應指定用戶或系統產生的報告查詢)。即使有其他相反規定，只要客戶具有 SAP Digital Access (適用於 SAP S/4HANA) 有效授權：

a) humans may Use SAP BW through non-SAP software to export data out of SAP BW in a real time manner without the need to be licensed as a "Named User" or "Users" of SAP S/4HANA Enterprise Management; and
自然人得透過非 SAP 軟體使用 SAP BW，即時自 SAP BW 匯出資料，而無須經授權為「指定用戶」或 SAP S/4HANA Enterprise Management 之「使用者」；以及

b) non-humans (e.g. bots, sensors, chips, devices, etc.) may Use SAP BW directly or through non-SAP software to export data out of SAP BW in a non-real-time or real time manner without the need to be licensed as "Named User(s)" or "User(s)" of SAP S/4HANA Enterprise Management.
非自然人 (例如軟體代理程式、傳感器、晶片、裝置) 得直接使用 SAP BW ，或透過非 SAP 軟體使用 SAP BW，以非即時或即時方式自 SAP BW 匯出資料，而無須經授權為「指定用戶」或 SAP S/4HANA Enterprise Management 之「使用者」。

2.32. **SAP S/4HANA, supply chain integration add-on for SAP Integrated Business Planning**: may only be used to facilitate the integration of SAP S/4HANA with other SAP Software.
SAP S/4HANA，適用於 SAP Integrated Business Planning 的供應鏈整合附加元件：僅可用於增進 SAP S/4HANA 與其他 SAP 軟體的整合。

2.33. **SAP S/4HANA Digital Access**:
SAP Digital Access (適用於 SAP S/4HANA)：

2.33.1.1. This Package grants:
本套件授予：

a) humans a license to Use S/4HANA Enterprise Management ("S/4 EM") through Non-SAP Application(s) that is/are directly integrated to S/4 EM without the need to be licensed as a "Named User" and/or "User" of S/4 EM; and
自然人透過非 SAP 應用程式使用 S/4HANA Enterprise Management (以下稱「S/4 EM」) 之授權，前開應用程式直接與 S/4 EM 整合，而無須經授權為 S/4 EM 之「指定用戶」及/或「使用者」；以及

b) non-humans (e.g. bots, sensors, chips, devices, etc.) a license to Use S/4 EM directly or through Non-SAP Application(s) that is/are directly integrated to S/4 EM and without the need to be licensed as a "Named User" and/or "User" of S/4 EM (collectively, "Digital Access of S/4 EM").
非自然人 (例如自動程式、傳感器、晶片、裝置等) 直接或透過非 SAP 應用程式使用 S/4 EM 之授權，前開應用程式直接與 S/4 EM 整合，而無須經授權為 S/4 EM 之「指定用戶」及/或「使用者」 (以上統稱為「S/4 EM 的數位存取」)。

2.33.2. Solely for purposes of SAP S/4HANA Digital Access:
僅就 SAP Digital Access (適用於 SAP S/4HANA) 而言：

a) S/4 EM shall not include SAP Business Warehouse Software.
S/4 EM 不包括 SAP Business Warehouse 軟體。

b) S/4 EM shall include SAP ERP Foundation Starter S/4HANA Compatibility Pack for the period in which Customer otherwise has the right to Use such Compatibility Pack under this Agreement.
S/4 EM 包括 SAP ERP Foundation Starter S/4HANA 相容性套件，並以客戶依本合約有權使用該相容性套件之期間為限。

c) "**Non-SAP Application(s)**" means:
「**非 SAP 應用程式**」係指：

i. any technologies Customer owns and/or for which Customer has secured an appropriate license/subscription from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors (excluding when used solely as a Connectivity App between an SAP Application and S/4 EM, and further excluding when used as a User Interface for S/4 EM); and/or
客戶所有及/或客戶自 SAP、SAP SE 及/或其子公司，及/或經銷商以外之實體取得適當授權/訂閱之任何技術 (不包括其僅作為 SAP 應用程式與 S/4 EM 間之連線應用程式使用的情況，並進一步排除其作為 S/4 EM 使用者介面使用的情況)；及/或

ii. SAP Technology Solutions.
SAP Technology 解決方案。

d) "**User Interface(s)**" means any technologies that
「**使用者介面**」係指符合下列情況的任何技術：

i. Customer owns and/or for which Customer has secured an appropriate license/subscription; and
客戶所有及/或客戶取得適當授權/訂閱之技術；且

ii. are used to develop/manage user interaction features and characteristics for S/4 EM.
該技術用於開發/管理 S/4 EM 使用者介面功能及特性。

2.33.2.2. Solely for clarity regarding S/4 EM licensing requirements under this Agreement, User Interfaces for S/4 EM shall be deemed part of S/4 EM and therefore require human users Using S/4 EM via such User Interfaces to have a "Named User" and/or "User" license for S/4 EM, as applicable.
僅為澄清本合約有關 S/4 EM 授權規定之疑義，使用者介面 (適用於 S/4 EM) 應視為 S/4 EM 的一部分，且因此需要透過此類使用者介面使用 S/4 EM 之真人用戶，以享有適用於 S/4 EM 之「指定用戶」及/或「使用者」的授權 (如有適用)。

a) "**SAP Technology Solution(s)**" means SAP NetWeaver Foundation for Third Party Applications, SAP Business Technology Platform (excluding when used solely as a Connectivity App between an SAP Application and S/4 EM) and SAP Leonardo IoT, Business Services (including any renamed, prior and/or successor versions of any of the foregoing made generally available by SAP, if any, but excluding when any of the foregoing are used as a User Interface for S/4 EM).
「**SAP Technology 解決方案**」係指適用於第三方應用程式之 SAP NetWeaver Foundation、SAP Business Technology Platform (當其僅作為 SAP 應用程式與 S/4 EM 間之連線應用程式使用時除外)，及 SAP Leonardo IoT、企業服務 (包括任何 SAP 一般提供之上述軟體經重新命名、早期及/或後續版本 (如有該版本)，但當上述任一軟體用於 S/4 EM 使用者介面時不在此限)。

b) "**Connectivity App(s)**" means any integration technology whose primary function is to directly connect disparate applications to enable the direct communication and/or management of data between such disparate applications by/through such integration technology.
「**連線應用程式**」係指任何此類整合性技術：其主要功能在藉由/透過此一整合技術直接連結互不相同的應用程式，使得前開互異的應用程式間能直接溝通及/或管理資料。

c) "**SAP Application(s)**" means all Packages (i.e. all Software and Third Party Software) licensed under the Agreement and/or SAP cloud services for which Customer has a valid subscription, excluding User Interfaces for S/4 EM, SAP Technology Solutions and all database Packages.
「**SAP 應用程式**」係指所有依合約授權之套件 (即所有軟體及第三方軟體)，及/或客戶有效訂閱之 SAP 雲端服務，但不包括適用於 S/4 EM 的使用者介面、SAP Technology 解決方案及所有資料庫套件。

2.33.2.3. All Digital Access of S/4 EM will be licensed based exclusively upon the number of Documents created annually by such Digital Access of S/4 EM. Documents are unique records (i.e. unique digital line-items/objects) as defined under "Documents for SAP S/4HANA Digital Access" in the metrics section of this SUR. Each Document shall count as 1 Document, except for Material Documents and Financial Documents which shall each count as 0.2 of a Document. However, where the automated processing in S/4 EM of a Document from 1 Document Type results in the subsequent creation in SAP S/4 EM of 1 or more additional Documents of different Document Type(s), such additional Documents shall not be counted.
所有 S/4 EM 的數位存取授權僅以每年藉由其建立之文件數目為基礎。文件為不重複的記錄 (例如不重複的數位明細項目/物件)，其依據本 SUR 度量相關條文中「SAP Digital Access (適用於 SAP S/4HANA)」加以定義。每一份文件應視為 1 份文件，惟物料文件及財務文件每一份視為 0.2 份文件。但當某種文件類型之文件經由 S/4 EM 自動化處理，致其在 S/4 EM 後續建立一份或多份不同文件類型之額外文件，該類額外文件不應被計入。

2.33.2.4. Where a Non-SAP Application is connected to S/4 EM via a Connectivity App, such Non-SAP Application is still deemed directly integrated to S/4 EM for purposes of this provision. Any humans and/or non-humans Using S/4 EM through application(s) that is/are integrated to a Non-SAP Application that is directly integrated to S/4 EM do not need to be licensed as a "Named User" and/or "User" of S/4 EM.
就本條而言，當非 SAP 應用程式透過連線應用程式與 S/4 EM 連結，該非 SAP 應用程式仍應被視為係直接與 S/4 EM 整合。若非 SAP 應用程式直接與 S/4 EM 整合，另一應用程式亦直接與該非 SAP 應用程式整合，則當任何自然人及/或非自然人透過此應用程式使用 S/4 EM 時，無須經授權為 S/4 EM 之「指定用戶」或「用戶」。

2.34. **SAP S/4HANA for financial products subledger, banking option**: Use of SAP S/4HANA for financial products subledger, banking option is limited to functionality and processes for subledger accounting for financial instruments.
SAP S/4HANA (適用於金融產品明細分類帳)：銀行業務選項：SAP S/4HANA (適用於金融產品明細分類帳)：銀行業務選項僅限於在金融商品分類帳會計的相關功能和流程中使用。

2.35. **SAP S/4HANA for financial products subledger, insurance option**: Use of SAP S/4HANA for financial products subledger, insurance option, full version, includes the functionality and processes for the subledger accounting for financial instruments and the subledger accounting for insurance contracts. SAP S/4HANA for financial products subledger, insurance option, basic version, includes the functionality and processes for the subledger accounting for insurance contracts only. As part of the processing of insurance contracts, the solution supports processes such as the estimated cash flow preparation, which leverages the software component "SAP Profitability and Performance Management". Usage of this component is limited to the preparing and/or storing of data as an integrated part of the subledger processes.
SAP S/4HANA (適用於金融產品明細分類帳)：保險選項：SAP S/4HANA (適用於金融產品明細分類帳)：保險選項完整版可在金融商品明細分類帳會計，以及保險契約明細分類帳會計的相關功能和流程中使用。SAP S/4HANA (適用於金融產品明細分類帳)：保險選項基礎版僅可在保險契約明細分類帳會計的相關功能和流程中使用。保險契約處理的一部分，本解決方案支援的流程包括預計現金流量預備作業，這項功能會運用 SAP Profitability and Performance Management 的軟體元件。這項元件僅能在分類帳處理流程中，用於準備和/或資料儲存作業。

2.36. **SAP Assurance and Compliance Software (ACS) for S/4HANA (included Applications: Business Integrity Screening, Tax Compliance & Audit Management)**: Data replication from another source system leveraging a third party database requires a full-use license for that source database. A runtime database license sold by SAP is not sufficient.
SAP 保證和法規遵循軟體 (ACS) (適用於 S/4HANA) (內含下列應用程式：Business Integrity Screening、Tax Compliance & Audit Management)：若從整合了第三方資料庫的另一個來源系統進行資料複製，必須取得該來源資料庫之完整使用授權。SAP 所出售之執行階段資料庫授權，並非完整授權。

2.37. **SAP S/4HANA for card management**: includes the following Runtime Software: SAP Transactional Banking for SAP S/4HANA, natural person option; SAP S/4HANA Banking for payment centralization; all to be used only in conjunction with SAP S/4HANA for card management.
SAP S/4HANA (適用於卡片管理)：包含下列執行階段軟體：SAP Transactional Banking (適用於 SAP S/4HANA，自然人選項)；SAP S/4HANA Banking (適用於支付集中)；所有僅限與 SAP S/4HANA (適用於卡片管理) 合併使用。

2.38. **SAP S/4HANA, financial posting gateway**: addresses cross-industry use cases leveraging master data entities, process steps and calculation methodologies of SAP S/4HANA for financial products subledger, insurance option, full version. SAP S/4HANA, financial posting gateway allows the user to configure and run processes leveraging the following steps only:
SAP S/4HANA (適用於財務過帳閘道)：解決運用 SAP S/4HANA (適用於金融產品明細分類帳)：保險選項完整版之主檔資料實體、流程步驟及計算方法的跨產業使用案例。SAP S/4HANA (適用於財務過帳閘道) 僅允許使用者運用下列步驟設定和執行流程：

a) Process Step "Register" for Contracts, Portfolios, Business Transactions and SAP S/4HANA Business Partner Data
流程步驟「註冊」，適用於契約、投資組合、業務交易和 SAP S/4HANA 業務夥伴資料。
b) Process Step "Accrue" leveraging delivered Target Values
流程步驟「應計」，運用所提供之目標值
c) Process Step "Defer" leveraging delivered Target Values and straight-line deferral
流程步驟「遞延」，運用所提供之目標值及直線法遞延
d) Process Step "Value FX" for FX conversions, based on Market Rates in the corresponding tables
流程步驟「外匯計值」，適用於依據對應表格內之市場匯率所進行的外匯轉換
e) Process Step "Classify" for business events that lead to an accounting change
流程步驟「分類」，適用於造成帳目變更之業務事件
f) Process Step "Carryforward" as part of the year-end closing activities
流程步驟「結轉」，為年終結算活動之一部分
g) Process Step "Adjust" for manual adjustment
流程步驟「調整」，適用於手動調整
h) Process Step "Split Revenue" for Allocations
流程步驟「分割收益」，適用於分配
i) Processing of Imported Subledger Documents for enrichment and additional handling
處理所匯入的明細分類帳文件，適用於擴充及額外處理
j) General Ledger Connector
總帳連接器
k) Data Load Layer
資料載入層

2.39. **SAP S/4HANA for manufacturing logistics**: includes Runtime Software of SAP S/4HANA Supply Chain for extended warehouse management (EWM) and SAP S/4HANA Supply Chain for Transportation Planning & Execution. Use of SAP S/4HANA Supply Chain for Transportation Planning & Execution is limited to shuttle functionality and inbound cargo registration (ICR) functionality.
SAP S/4HANA (適用於製造業物流)：包括 SAP S/4HANA Supply Chain (適用於延伸性倉儲管理 (EWM)) 和 SAP S/4HANA Supply Chain (適用於運輸規劃和執行) 的執行階段軟體。SAP S/4HANA Supply Chain (適用於運輸規劃和執行) 之使用，限於接駁功能及入境貨物註冊 (ICR) 功能。

3. S/4HANA THIRD PARTY RESELLING
S/4HANA 第三方轉售

3.1. **SAP Archiving and Document Access by OpenText for 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 Document Access users.
SAP Archiving and Document Access (由 OpenText 開發，適用於 SAP S/4HANA)：使用係定義為由直接使用 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) 的員工或約聘人員存取，和/或在 OpenText Archive Server 上存放或檢索文件。若客戶已授權最低數量的 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。

3.2. **SAP Archiving and Document Access by OpenText, limited access option for SAP S/4HANA, SAP Extended ECM by OpenText, limited access option for SAP S/4HANA**: Each of Customer's Users are limited to 52 Login Days per year. A "Login Day" means a day with 1 or more logins to the software by such user.
SAP Archiving and Document Access (由 OpenText 開發，適用於 SAP S/4HANA)：限制存取選項；SAP Extended ECM (由 OpenText 開發，適用於 SAP S/4HANA)：限制存取選項：每位客戶之使用者，每年限有 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. ERP
ERP

4.1. **Purchase Order Execution**: Purchase Order Execution ("**POE**") is licensed for Use (excluding by employees of Customer) to create and process Purchase Orders in licensed ERP Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of POE does not require a Named User license. Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.
Purchase Order Execution：Purchase Order Execution (以下稱「**POE**」) 授權的使用 (不包含客戶的員工) 方式為透過已授權 SAP Business Technology Platform (包含任何其中執行的授權應用程式) 及/或非 SAP 應用程式，在已授權 ERP Software 中建立和處理訂購單。使用 POE 不需要指定用戶授權。「非 SAP 應用程式」係指授權套件以外的任何技術，且客戶已經向 SAP、SAP SE 及/或其子公司，及/或經銷商以外的實體取得適當的授權。

4.2. **Sales and Service Order Execution for B2B and B2C**: Sales and Service Order Execution for B2B and B2C ("**SOE B2B/C**") is licensed for Use (excluding by employees of Customer) to place and process Orders in licensed ERP Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of SOE B2B/C does not require a Named User license. "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.
Sales and Service Order Execution for B2B and B2C：Sales and Service Order Execution for B2B and B2C (以下稱「**SOE B2B/C**」) 授權的使用 (不包含客戶的員工) 方式為透過已授權 SAP Business Technology Platform (包含任何其中執行的授權應用程式) 及/或非 SAP 應用程式，在已授權 ERP Software 中進行訂購和處理訂單。使用 SOE B2B/C 不需要指定用戶授權。「非 SAP 應用程式」係指授權套件以外的任何技術，且客戶已經向 SAP、SAP SE，及/或其子公司，及/或經銷商以外的實體取得適當的授權。

4.3. **Sales and Service Order Execution for B2C**: Sales and Service Order Execution for B2C ("**SOE B2C**") is licensed for Use by Consumers to place and process Orders in licensed ERP Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of SOE B2C does not require a Named User license. "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.
Sales and Service Order Execution for B2C：Sales and Service Order Execution for B2C (以下稱「**SOE B2C**」) 授權供消費者使用，方式為透過已授權 SAP Business Technology Platform (包含任何其中執行的授權應用程式) 及/或非 SAP 應用程式，在已授權 ERP Software 中進行訂購和處理訂單。使用 SOE B2C 不需要指定用戶授權。「非 SAP 應用程式」係指授權套件以外的任何技術，且客戶已經向 SAP、SAP SE，及/或其子公司，及/或經銷商以外的實體取得適當的授權。

4.4. **SAP Digital Access**: This Package grants (a) humans a license to Use SAP ERP ("**ERP**") through Non-SAP Application(s) that is/are directly integrated to ERP without the need to be licensed as a "Named User" of ERP and (b) non-humans (e.g. bots, sensors, chips, devices, etc.) a license to Use ERP directly or through Non-SAP Application(s) that is/are directly integrated to ERP and without the need to be licensed as a "Named User" of ERP (collectively, "Digital Access of ERP").
SAP Digital Access：本套件授予 (a) 自然人透過非 SAP 應用程式使用 SAP ERP (以下稱「**ERP**」) 之授權，前開應用程式直接與 ERP 整合，而無須經授權為 ERP 之「指定用戶」，以及 (b) 非自然人 (例如軟體代理程式、傳感器、晶片、裝置等) 直接或透過非 SAP 應用程式使用 ERP 之授權，前開應用程式直接與 ERP 整合，而無須經授權為 ERP 之「指定用戶」 (以上統稱為「ERP 的數位存取」)。

4.4.1. Solely for purposes of SAP Digital Access:
僅供 SAP Digital Access 之目的：

a) ERP shall not include SAP Business Warehouse Software.
ERP 不應包括 SAP Business Warehouse 軟體。

b) "**Non-SAP Application(s)**" means:
「**非 SAP 應用程式**」係指：

i. any technologies Customer owns and/or for which Customer has secured an appropriate license/subscription from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors (excluding when used solely as a Connectivity App between an SAP Application and ERP, and further excluding when used as a User Interface for ERP); and/or
客戶所有及/或客戶自 SAP、SAP SE 及/或其子公司，及/或經銷商以外之實體取得適當授權/訂閱之任何技術 (不包括其僅作為 SAP 應用程式與 ERP 間之連線應用程式使用的情況，並進一步排除作為 ERP 使用者介面使用的情況)；及/或

ii. SAP Technology Solutions.
SAP Technology 解決方案。

c) "**User Interface(s)**" means any technologies that
「**使用者介面**」係指符合下列情況的任何技術：

i. Customer owns and/or for which Customer has secured an appropriate license/subscription and
客戶所有及/或客戶取得適當授權/訂閱之技術，以及

ii. is/are used to develop/manage user interaction features and characteristics for ERP. Solely for clarity regarding ERP licensing requirements under this Agreement, User Interfaces for ERP shall be deemed part of ERP and therefore require human users Using ERP via such User Interfaces to have a "Named User" and/or "User" license for ERP, as applicable.
該技術用於開發/管理 ERP 使用者介面功能及特性。僅為澄清本合約有關 ERP 授權規定之疑義，適用於 ERP 之使用者介

面應視為 ERP 的一部分，且因此需要透過此類使用者介面使用 ERP 之自然人使用者，以擁有 ERP 之「指定用戶」及/或「使用者」(如有適用)。

d) "**SAP Technology Solution(s)**" means SAP NetWeaver Foundation for Third Party Applications, SAP Business Technology Platform (excluding when used solely as a Connectivity App between an SAP Application and ERP) and SAP Leonardo IoT, Business Services (including any renamed, prior and/or successor versions of any of the foregoing made generally available by SAP, if any but excluding when any of the foregoing are used as a User Interface for ERP).
「**SAP Technology 解決方案**」係指適用於第三方應用程式之 SAP NetWeaver Foundation、SAP Business Technology Platform (當其僅作為 SAP 應用程式與 ERP 間之連線應用程式使用時除外)，及 SAP Leonardo IoT、企業服務 (包括任何 SAP 一般提供之上述軟體經重新命名、早期及/或後續版本 (如有該版本)，但當上述任一軟體用於 ERP 使用者介面時不在此限)。

e) "**Connectivity App(s)**" means any integration technology whose primary function is to directly connect disparate applications to enable the direct communication and/or management of data between such disparate applications by/through such integration technology.
「**連線應用程式**」係指任何此類整合性技術：其主要功能在藉由/透過此一整合技術直接連結互不相同的應用程式，使得前開互異的應用程式間能直接溝通及/或管理資料。

f) "**SAP Application(s)**" means all Packages (i.e. all Software and Third Party Software) licensed under the Agreement and/or SAP cloud services for which Customer has a valid subscription, excluding User Interfaces for ERP, SAP Technology Solutions and all database Packages.
「**SAP 應用程式**」係指所有依合約授權之套件 (例如所有軟體及第三方軟體)，及/或客戶有效訂閱之 SAP 雲端服務，但不包括適用於 ERP 的使用者介面、SAP Technology 解決方案及所有資料庫套件。

4.4.2. All Digital Access of ERP will be licensed based exclusively upon the number of Documents created annually by such Digital Access of ERP. Documents are unique records (i.e. unique digital line-items/objects) as defined under "Documents for SAP Digital Access" in the metrics section of this SUR. Each Document shall count as 1 Document, except for Material Documents and Financial Documents which shall each count as 0.2 of a Document. However, where the automated processing in ERP of a Document from 1 Document Type results in the subsequent creation in ERP of 1 or more additional Documents of different Document Type(s), such additional Documents shall not be counted.
所有 ERP 的數位存取授權將以每年藉由其建立之文件數目為基礎。文件為不重複的記錄 (例如數位明細項目/物件)，係依據本 SUR 度量相關條文之「適用 SAP Digital Access 之文件」進行定義。每一份文件應視為 1 份文件，惟物料文件及財務文件每一份視為 0.2 份文件。然而，當某種文件類型之文件經由 ERP 自動化處理，致其在 ERP 後續建立一份或多份不同文件類型之額外文件，該類額外文件不應被計入。

4.4.3. Where a Non-SAP Application is connected to ERP via a Connectivity App, such Non-SAP Application is still deemed directly integrated to ERP for purposes of this provision. Any humans and/or non-humans Using ERP through application(s) that is/are integrated to a Non-SAP Application that is directly integrated to ERP do not need to be licensed as a "Named User" of ERP.
就本條而言，當非 SAP 應用程式透過連線應用程式與 ERP 連結，該非 SAP 應用程式仍應被視為直接與 ERP 整合。若非 SAP 應用程式直接與 ERP 整合，另一應用程式亦直接與該非 SAP 應用程式整合，則當任何自然人及/或非自然人透過此應用程式使用 ERP 時，無須經授權為 ERP 之「指定用戶」。

4.5. **SAP Enterprise Risk and Compliance Management, risk management and Bank Communication Management**: may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement.
SAP Enterprise Risk and Compliance Management、Risk Management 及 Bank Communication Management：可能會要求從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。

4.6. **SAP Treasury and Risk Management**: Use of SAP Treasury and Risk Management is limited to a maximum of 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：SAP Treasury and Risk Management 的使用僅限於證券領域*中最多一百 (100) 種活躍且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 (適用於保險業) 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。

4.7. **SAP (EHS Management, Environment, Health and Safety; SAP EHS Management, Product Safety; SAP EHS Management, Product and REACH compliance)**: 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 Customer. 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 Customer 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 (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 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。客戶有責在使用這些產品時符合法規要求。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，也不保證客戶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。

4.8. **SAP EHS Management, Environment, Health and Safety**: 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. The SAP EHS Management, Environment, Health and Safety may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. The SAP EHS Management, Environment, Health and Safety includes mobile platform functionality.

SAP EHS Management：環境、健康與安全：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。SAP EHS Management：環境、健康與安全可能需要從第三方行動應用程式商店下載一個額外元件。每一額外元件都受其個別授權合約規範。SAP EHS Management：環境、健康與安全包含行動平台功能。

4.9. **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 (open and close incidents) 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.

SAP Quality Issue Management：個人使用 SAP Quality Issue Management，僅為初步事件報告輸入資料，並為事件調查 (開放和結案事件) 提供資料者，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。

4.10. **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.

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

5. LINE OF BUSINESS
業務別

5.1. **Track & Trace and Extended Warehouse Management**: Business Partners of Customer 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.

追蹤和追溯與延伸倉庫管理：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客戶業務夥伴，無需取得 SAP 指定用戶授權。

5.2. **SAP Transportation Management/SAP Transportation Management for T&L**: External users provide or view information to SAP Transportation Management/SAP Transportation Management for T&L as part of the planning, execution or settlement of freight within SAP TM. External users include customers, vendors, employees of business partners or drivers employed by the Customer. External users do not require a SAP Named User License. This includes any user necessary for SAP Gateway access.

SAP Transportation Management/SAP Transportation Management for T&L：外部使用者會提供會檢視 SAP Transportation Management/SAP Transportation Management for T&L 的資訊，以作為 SAP TM 中運輸的規劃、執行或和解的一部分。外部使用者包含客戶、供應商、業務夥伴的員工或客戶雇用的司機。外部使用者不需要 SAP 指定用戶授權。這包括 SAP Gateway 存取所必要的任何使用者。

5.3. **SAP Manufacturing Execution (ME)**: includes SAP Manufacturing Integration and Intelligence (MII) as Runtime Software solely for use in integrating ME to Customer's SAP system.
SAP 製造執行 (ME)：包括 SAP Manufacturing Integration and Intelligence (MII) 作為執行階段軟體，僅用於將 ME 整合到客戶的 SAP 系統。

5.4. **SAP Customer Engagement and Commerce (CEC)**:
SAP Customer Engagement and Commerce (CEC)：

5.4.1. 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：

a) SAP CRM Sales
SAP CRM Sales
b) SAP CRM Service
SAP CRM Service
c) SAP CRM Marketing
SAP CRM Marketing
d) SAP CRM Loyalty Management
SAP CRM Loyalty Management
e) SAP Sales and Service Order Execution for B2C
SAP Sales and Service Order Execution for B2C
f) SAP Sales and Service Order Execution for B2B & B2C
SAP Sales and Service Order Execution for B2B & B2C
g) SAP Contact Center
SAP Contact Center
h) SAP Trade Promotion Planning and Management
SAP Trade Promotion Planning and Management
i) SAP Advanced Analytics for Trade Management
SAP Advanced Analytics for Trade Management
j) SAP Customer Business Planning
SAP Customer Business Planning
k) SAP Configure, Price and Quote for product configuration
SAP Configure, Price and Quote (適用於產品組態)
l) 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)
m) Desktop Connection for SAP CRM – enterprise edition
Desktop Connetcion for SAP CRM – 企業版

5.4.2. Use of the following SAP Billing related Packages does not require a Named User license:
使用以下 SAP Billing 相關套件不需要指定用戶授權：

a) SAP Billing
SAP Billing
b) SAP Billing, charging
SAP Billing：計費
c) SAP Billing, invoicing
SAP Billing：開立發票
d) SAP Billing, customer financials
SAP Billing：客戶財務
e) SAP Billing, flexible solution billing
SAP Billing：彈性解決方案計費
f) SAP Billing, mediation by DigitalRoute
SAP Billing：中介 (由 DigitalRoute 開發)

5.4.3. Use of the following SAP Packages does not require a Named User license:
使用以下 SAP 套件不需要指定用戶授權：

a) SAP Digital Documents by OpenText, first 200 units
SAP Digital Documents (由 OpenText 開發)，第一版 200 個單元
b) SAP Digital Asset Management by OpenText
SAP Digital Asset Management (由 OpenText 開發)
c) SAP Digital Asset Management by OpenText, limited access option
SAP Digital Asset Management (由 OpenText 開發)：限制存取選項

5.5. **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 Customer and its affiliates/subsidiaries.
SAP CRM Sales；SAP CRM Service；SAP CRM Marketing：SAP CRM Sales、SAP CRM Service 和 SAP CRM Marketing 套件的使用限於客戶及其關係企業/子公司。

5.6. **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 Customer'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；SAP CRM Marketing, Limited Access：SAP CRM Sales, Limited Access、SAP CRM Service, Limited Access 或 SAP CRM Marketing, Limited Access 的授權允許客戶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。

5.7. **SAP Billing, charging; SAP Billing**: If SAP Billing, charging and SAP 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 Customer 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.
SAP Billing：計費：如所提及之產品所含之「SAP Billing：計費及 SAP Billing 軟體」被用於或支援在「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，則客戶有義務從 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。

5.8. **SAP Enterprise Product Engineering Package**: Use of collaborative product development and product structure synchronization functionality is limited to product development functionality. Use of SAP 3D 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 SAP 3D Visual Enterprise Generator
SAP Enterprise Product Engineering 套件：Collaborative Product Development 及 Product Structure Synchronization 之使用，應以產品開發功能為限。SAP 3D 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 SAP 3D Visual Enterprise Generator 完整使用版本之授權

5.9. **SAP Enterprise Product Formulation Package**: Use of collaborative product development and product structure synchronization functionality is limited to recipe development functionality.
SAP Enterprise Product Formulation 套件：Collaborative Product Development 及 Product Structure Synchronization 之使用，應以配方開發功能為限。

5.10. **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 (廠內物流)：SAP Yard Logistics (廠內物流) 包含 SAP Extended Warehouse Management (EWM) 的執行階段軟體。SAP Extended Warehouse Management 的使用將排除基於對外或對內傳送的程序、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。

5.11. **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 的供應鏈整合附加元件：僅可用於增進與其他 SAP 軟體的 ERP 整合。

5.12. **SAP Extended Sourcing and SAP Contracts Lifecycle Management**: includes the following Runtime Software: SAP BusinessObjects Enterprise, 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 Enterprise，僅供搭配 SAP Extended Sourcing 與 SAP Contracts Lifecycle Management 一同使用。

5.13. **SAP Enterprise Portfolio and Project Management, standard**: includes right to view project and portfolio information, use analytical capabilities, approve projects, phases and decision points, fill out questionnaires, provide input for financial and capacity planning, view and confirm assigned tasks and report project efforts. It also includes runtime functionality of planning and application kit, SAP Lumira Designer and SAP Lumira Server.
SAP Enterprise Portfolio and Project Management (標準版)：包含下列使用權利：檢視專案與組合資訊、使用分析功能、核准專案、階段與決定點、填寫問卷、提供財務與產能規劃投入、檢視與確認指派工作，以及呈報專案成果。其中還包括規劃和應用程式套件、SAP Lumira Designer 和 SAP Lumira Server 的執行階段功能。

5.14. **SAP Enterprise Portfolio and Project Management, professional**: includes runtime functionality of planning application kit, SAP Lumira Designer and SAP Lumira Server.
SAP Enterprise Portfolio and Project Management (專業版)：包括規劃應用程式套件、SAP Lumira Designer 和 SAP Lumira Server 的執行階段功能。

5.15. **SAP Visual Enterprise**: 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 Customers of licensed Visual Enterprise Generator, Visual Enterprise Access and/or Visual Enterprise Author software at no additional license fee.
SAP Visual Enterprise：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 軟體的客戶，不收取額外授權費用。

5.16. **SAP Contact Center**: includes the following Runtime Software: SAP BusinessObjects Web Intelligence and SAP Lumira Server which excludes the following rights:
SAP Contact Center：包含下列執行階段軟體：SAP BusinessObjects Web Intelligence 和 SAP Lumira Server，其中不包括下列權利：

a) Creation of a new Lumira document using Lumira Server
使用 Lumira Server 建立新 Lumira 文件
b) Modification of existing Lumira documents using Lumira Server
使用 Lumira Server 修改現有 Lumira 文件

5.17. **SAP ERP, limited runtime edition**: may only be Used to the extent necessary to operate other Software licensed by Customer under the Agreement, provided SAP Documentation indicates such other Software technically requires the functions of SAP ERP in order to operate such other Software. Use of SAP ERP, limited runtime edition does not require a Named User license. SAP ERP, limited runtime edition is only available to S/4HANA Software Customers.
SAP ERP (限制執行時期版)：以 SAP 紀錄文件指出，為操作其他軟體，該軟體在技術上需要 SAP ERP 的功能為前提，客戶根據合約獲得其他軟體之授權時，僅在操作該軟體之必要限度內，具備 SAP ERP (限制執行時期版) 之使用權。使用 SAP ERP (限制執行時期版) 不需要指定用戶授權。SAP ERP (限制執行時期版) 僅供 S/4HANA 軟體客戶使用。

6. INDUSTRY PORTFOLIO
產業組合

6.1. **SAP Tax, Benefits, and Payment Processing for Public Sector**: includes any user necessary for SAP Gateway access. 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 Customer (e. g. a job assessor...).
SAP Tax, Benefits, and Payment Processing for Public Sector：包含 SAP Gateway 存取所需的任何使用者。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)，除非係代表客戶執行 (例如，工作鑑定人員...)

6.2. **Regulatory Reporting by iBS, Accounts; Regulatory Reporting by iBS, Derivatives; Regulatory Reporting by iBS, P/C/S Cashflow; Regulatory Reporting by iBS, Retail Cashflow**: Licensed iBS software may only be Used to support Customer's German, Austrian and/or Swiss business operations.
Regulatory Reporting (由 iBS 開發，會計)；Regulatory Reporting (由 iBS 開發，衍生性產品)；Regulatory Reporting (由 iBS 開發，P/C/S 現金流)；Regulatory Reporting (由 iBS 開發，零售現金流)：經授權之 iBS 軟體僅能用於支援客戶在德國、奧地利和/或瑞士的業務營運。

6.3. **SAP Business Integrity Screening**: includes the following Runtime Software: (i) SAP Lumira Discovery and (ii) read-only access to Automated Predictive Libraries (APL) and Predictive Analytics Integrator (PAI). When the Software is used with Limited HANA Runtime, HANA Studio and Web IDE may be used for application specific data modeling, including, but not limited to, table creation and extensions.
SAP Business Integrity Screening：包含下列執行階段軟體：(i) SAP Lumira (探索版) 以及 (ii) Automated Predictive Libraries (APL) 和 Predictive Analytics Integrator (PAI).的唯讀存取權。當本軟體與限制 HANA 執行階段一同使用時，HANA Studio 和 Web IDE 可用於應用程式特定的資料模型化處理，包括但不限於表格建立與擴展作業。

6.4. **Cerner i.s.h.med from SAP, core bundle**: may not be deployed in, or used or accessed by any individuals located in: Afghanistan, Albania, Algeria, Monaco, South Sudan, Sweden, or the United States of America.
SAP 的 Cerner i.s.h.med：核心組合：不得部署於阿富汗、阿爾巴尼亞、阿爾及利亞、摩納哥、南蘇丹、瑞典或美國，或由位於此些地區之個人使用或存取。

6.5. **SAP Budgeting and Planning for Public Sector**: includes the following Runtime Software: SAP Business Planning and Consolidation, version for SAP NetWeaver (planning only).
SAP Budgeting and Planning for Public Sector：包含下列執行階段軟體：SAP Business Planning and Consolidation，適用於 SAP NetWeaver 的版本 (僅限規劃)。

6.6. **SAP Mobile Inclusive Banking, SAP Omnichannel Banking, digital legal person option, SAP Omnichannel Banking, digital natural person option**: The referenced Mobile Apps includes mobile platform functionality for use with the Mobile Apps.
SAP Mobile Inclusive Banking、SAP Omnichannel Banking：數位法人選項、SAP Omnichannel Banking：數位自然人選項：所引用之行動應用程式，具備行動平台功能，以搭配行動應用程式使用。

6.7. **SAP Customer Profitability Analytics**: includes the following Runtime Software: read-only access to:
SAP Customer Profitability Analytics：包含下列執行階段軟體的唯讀存取權：

a) Automated Predictive Libraries (APL); and
Automated Predictive Libraries (APL)；以及
b) Predictive Analytics Integrator (PAI).
Predictive Analytics Integrator (PAI)。

6.8. **Card management**: includes the following Runtime Software: Transactional Banking, Retail Banking; SAP Payment Engine, all to be used only in conjunction with card management.
卡片管理：包括下列執行階段軟體：交易金融、零售金融及 SAP Payment Engine，均僅使用於卡片管理相關事項。

6.9. **SAP Predictive Maintenance and Service, add on for utilities**: is not designed to process personal data.
SAP Predictive Maintenance and Service：公用事業附加元件：並非用於處理個人資料。

7. THIRD PARTY RESELLING
第三方轉售

7.1. **SAP LoadRunner by Micro Focus** ("**LR**"): Customer'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 Micro Focus 開發) (以下稱「**LR**」)：客戶使用 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。

7.2. **SAP Archiving and Document Access by OpenText** ("**DA**"): 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 Customer has licensed the minimum number of SAP Document Access by Open Text users.
SAP Archiving and Document Access (由 OpenText 開發) (以下稱「**DA**」)：使用係定義為由使用 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) 的員工或約聘人員存取，和/或在 OpenText Archive Server 上存放或檢索文件。若客戶已授權最低數量的 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。

7.3. **SAP SucccessFactors Extended Enterprise Management by OpenText**: is limited for use in the context of SAP SuccessFactors and HR scenarios/employee related-documents
SAP SucccessFactors Extended Enterprise Management (由 OpenText 開發)：限於 SAP SuccessFactors 與 HR 方案/員工相關文件範疇內使用

7.4. **SAP Extended ECM for Government by OpenText ("xECM for Government")**: is limited to use by government entities. For this purpose, 'government' means the governing body of a political unit such as a nation, state or community. It is the body that establishes or administers laws or regulations and exercises the political direction and control of the affairs of the political unit. It excludes any organization that provides goods or services that are offered by the private sector in any western democratic country, such as utilities, banks, mining, and also excludes any quasi-governmental or quasi-public corporations or entities. xECM for Government contains a limited use license of SAP Document Presentment by OpenText ("DP"), SAP Document Presentment by OpenText, add on for business correspondence ("DP add-on"), and SAP OCR functionality that must only be used in conjunction with the xECM for Government solution. Broader usage of these components requires separate additional licensing. DP and DP add-on are limited to 100,000 transactions per year. The OCR functionality is an optional component that is compatible only with Microsoft SQL Server Database, and is limited to 1,000,000 pages per year. When Customer licenses Software for internal users according to this metric, the license includes the right for individuals/citizens external to the Customer's organization (i.e. other than employee, contract worker and outsourcer), to upload or download content/documents that are stored by the OpenText Solution, but such use is restricted to use directly related to the governmental use authorized above. Use in any other capacity by individuals/citizens external to the Customer's organization is prohibited.
SAP Extended ECM for Government (由 OpenText 開發) (以下稱「xECM for Government」)：限由政府實體使用。此處所稱之「政府」係指國家、州、社區等政治單位的治理機關。該機關是制定或主管法律或法規的機關，並對政治單位的事務進行政治指揮和管控。任何組織所提供之商品或服務，若在西方民主國家是由私部門提供，就排除「政府」的定義之外，例如公用事業、

銀行、礦業組織，且排除準政府或準公營的法人或實體。xECM for Government 包含下列應用程式的限制性使用授權：SAP Document Presentment (由 OpenText 開發) (「DP」)、SAP Document Presentment (由 OpenText 開發)、商業信函的附加元件 (「DP 附加元件」)，以及僅得與 xECM for Government 解決方案搭配使用的 SAP OCR 功能。如需擴大這些元件的使用範圍，則須個別額外授權。DP 和 DP 附加元件每年以 100,000 筆交易為上限。OCR 功能為可選元件，僅得與 Microsoft SQL Server 資料庫相容，且每年上限為 1,000,000 頁。若客戶根據此使用度量，將軟體授權給內部使用者，則此授權包含客戶組織外部之個人/公民 (亦即員工、約聘工作者與外包商以外之人) 上傳或下載由 OpenText 解決方案儲存的內容/文件之權利，惟此限於與上開授權之政府使用直接相關之使用方式。本文禁止客戶組織以外之個人/公民基於其他方式進行使用。

7.5. **SAP Archiving and Document Access by OpenText, Limited Access option, SAP Extended ECM by OpenText, Limited Access option**: Each of Customer's Users are limited to 52 Login Days per year. A "Login Day" means a day with 1 or more logins to the software by such user.
SAP Archiving and Document Access (由 OpenText 開發)：限制存取選項；SAP Extended ECM (由 OpenText 開發)：限制存取選項：每位客戶之使用者，每年限有 52 個登入日。「登入日」係指使用者一次或多次登入軟體之日。

7.6. **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 Customers 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 Customer wishes to change the Platform: (i) Customer 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 Customer's payment of any platform change fees that apply. Special maintenance agreement required.
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、單一的用戶端軟體，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 客戶提供支援的配置。BSI 軟體之授權並不包含使用任何第三方資料庫、伺服器、用戶端軟體或作業系統的授權。如果客戶想要變更平台：(i) 客戶應以書面通知提供 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，包括但不限於客戶支付之適用平台變更費用。此軟體需要特殊的維護合約。

7.7. **SAP Enterprise Asset Management, S/4HANA add-on for MRO by HCL, base package**: includes 100 professional and 400 standard users.
SAP Enterprise Asset Management，MRO 的 S/4HANA Add-On (由 HCL 開發) 基本套件：包括 100 位專業使用者及 400 位標準使用者。

8. SAP NETWEAVER
SAP NETWEAVER

8.1. **General terms applicable to use of SAP Netweaver**:
適用於 SAP Netweaver 的一般條款:

8.1.1. 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.
只有在客戶擁有 SAP NetWeaver PI 授權的情況下，SAP 才會提供配接器，而且配接器授權僅可用於 SAP 定義的後端系統或通訊協定版本。配接器的維護包含對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。

8.1.2. Provided Customer has licensed an SAP software component based on SAP NetWeaver, Customer 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 Customer's licensed use rights for such SAP prerequisite components.
若客戶已授權基於 SAP NetWeaver 的 SAP 軟體元件，則客戶應有權取得 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，限於客戶對此 SAP 必備元件已授權使用權的範圍內。

8.1.3. Provided Customer has licensed an SAP software component based on SAP NetWeaver, Customer shall have rights to Use the following Runtime Software: SAP Information Lifecycle Management ("**ILM**"). Use is limited to SAP ILM and ILM Store components only for:
若客戶已授權基於 SAP NetWeaver 的 SAP 軟體元件，則客戶應有權使用下列執行階段軟體：SAP Information Lifecycle Management (以下稱「**ILM**」)。使用僅限於 SAP ILM 和 ILM Store 元件，且用途僅限於：

a) storing and archiving files to filesystem, Hadoop, HANA, and IQ;
將檔案儲存和歸檔到檔案系統、Hadoop、HANA 和 IQ；
b) blocking and deleting personal data within a specified time period or at the end of a specified time period. This runtime license excludes use of any other capabilities of SAP Information Lifecycle Management.
在指定期間內或指定期間結束時，凍結和刪除個人資料。本執行階段授權不含使用 SAP Information Lifecycle Management 的任何其他功能。

8.1.4. **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 Customer the right to Use SAP NetWeaver Foundation only with:

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。本執行階段授權授予客戶使用 SAP NetWeaver Foundation 之權利，惟僅搭配：

a) the licensed SAP application (including customization);
已獲授權之 SAP 應用程式 (包括自訂)；

b) Modifications;
修改；

c) Add-Ons to the SAP application that do not access the information contained in the database of the SAP applications; and
不會存取 SAP 應用程式資料庫中所含之資訊的 SAP 應用程式附加元件；以及

d) third party applications that do not access the information contained in the database of the SAP applications.
不會存取 SAP 應用程式資料庫中所含之資訊的第三方應用程式。

Customer'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. Customer's Use of the Planning Application Kit to develop planning applications that leverage in-memory processing of core planning functions requires a separate license for the applicable version of SAP Business Planning and Consolidation.

客戶的 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。客戶使用規劃應用程式套件，使其所開發之規劃應用程式運用核心規劃功能的記憶體式運算者，需針對 SAP Business Planning and Consolidation 適用版本取得個別授權。

8.2. **SAP NetWeaver OpenHub**: For purposes of SAP Netweaver OpenHub, "**SAP BW**" means the SAP Business Warehouse functionality included in SAP ERP, and does not include other Business Warehouse products such as SAP BW4/HANA. With this license, data may be exported out of SAP BW 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 or SAP Named Users required, provided the use of such data does not result in any updates to and/or trigger any processing capabilities of any licensed Software. 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. Notwithstanding anything to the contrary, provided Customer also has a valid license for SAP Digital Access, humans may Use SAP BW through non-SAP software to export data out of SAP BW in a real time manner without the need to be licensed as a "Named User" of SAP ERP, and (b) non-humans (e.g. bots, sensors, chips, devices, etc.) may Use SAP BW directly or through non-SAP software to export data out of SAP BW in a non-real-time or real time manner without the need to be licensed as "Named User(s)" of SAP ERP.

SAP NetWeaver OpenHub：對於 SAP Netweaver OpenHub，「**SAP BW**」係指包括在 SAP ERP 內的 SAP Business Warehouse 設計功能，而不包括其他 Business Warehouse 產品，如 SAP BW4/HANA。具備此授權者，即可透過異步、非即時的方式，從 SAP BW 匯出資料至非 SAP 軟體應用程式。一旦經異步方式擷取資料至非 SAP 軟體，只要此類資料之使用並未導致更新及/或驅動任何授權軟體處理能力，即無需額外授權費用或 SAP 指定用戶。根據本條，「異步擷取」係指基於分析目的大量下載資料 (亦即並非即時回應指定用戶或系統產生的報告查詢)。即使有其他相反規定，只要客戶具有 SAP Digital Access 有效授權，自然人得透過非 SAP 軟體使用 SAP BW ，即時自 SAP BW 匯出資料，而無須經授權為 SAP ERP 之「指定用戶」，及 (b) 非自然人 (例如軟體代理程式、傳感器、晶片、裝置) 得直接使用 SAP BW，或透過非 SAP 軟體使用 SAP BW，以非即時或即時方式自 SAP BW 匯出資料，而無須經授權為 SAP ERP 之「指定用戶」。

8.3. **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. Since MDM 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:

SAP Enterprise Master Data Management：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。由於 MDM 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：

a) If an object is marked for deletion in ERP/ECC before MDM is deployed then it is considered inactive and not counted for the license blocks.
如果一個物件標記為在 MDM 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。

b) If an object is marked for deletion in ERP/ECC after MDM is deployed then it is considered active and counted for the license blocks.
如果一個物件標記為在 MDM 部署之後從 ERP/ECC 中移除，它被認為是活動的，將計入授權塊。

c) If a Customer developed a custom solution for the "other" domain and loads some data to MDM 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.
若客戶為「其他」網域開發自訂解決方案，並向 MDM 載入一些資料，在載入之前，該客戶應建立未啟用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。

d) If an object is physically deleted from MDM or archived then it is not counted for the license blocks.
如果一個物件從 MDM 中被實體移除，或歸檔，則它不計入授權塊。

8.4. **SAP Identity Management**: may be used by Customer to integrate Customer's SAP applications as part of an application-specific runtime license of SAP NetWeaver Foundation. Customer is allowed to use SAP Lumira Discovery Runtime Software.
SAP Identity Management：得供客戶用來整合客戶的 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。客戶有權使用 SAP Lumira (探索版) 執行階段軟體。

8.5. **SAP Process Orchestration, Edge edition, premier option**: includes the rights to use SAP Process Orchestration and SAP Data Integrator, Edge edition. Each 1 Core license of SAP Process Orchestration, Edge edition, premier option includes the rights to 1 Concurrent Session of SAP PowerDesigner EnterpriseArchitect, 50 Users of SAP Single Sign-On and 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. The Use of SAP Process Orchestration, Edge edition, premier option is limited to a maximum of 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) 的每 1 份核心授權包括 SAP PowerDesigner EnterpriseArchitect 的 1 個同時工作階段、SAP Single Sign-On 的 50 個使用者和 SAP Identity Management 的 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) 的使用限於最多 8 個核心。

8.6. **SAP Process Orchestration, Edge edition, standard option**: includes the rights to use SAP Process Orchestration. Each 1 Core license of SAP Process Orchestration, Edge edition, standard option includes the rights to 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. The Use of SAP Process Orchestration, Edge edition, standard option is limited to a maximum of 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) 的每 1 份核心授權包括 SAP PowerDesigner EnterpriseArchitect 的 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) 的使用限於最多 8 個核心。

8.7. **SAP Landscape Management**: Customer acknowledges and agrees that it is Customer'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 Customer 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 Customer of third party license rights in this respect will be a material breach of the Agreement. Licenses for SAP Landscape Management must be assigned to a specific SAP system id, and can only be reassigned to a different system id once in a 12-month period.
SAP Landscape Management：客戶確認並同意，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，且客戶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，雙方同意客戶在這方面違反第三方授權之行為，將構成重大違約。SAP Landscape Management 之授權須指派給特定 SAP 系統 Id，且於 12 個月期間內，僅得重新指派給不同系統 ID 一次。

8.8. **SAP Enterprise Threat Detection**: includes a limited runtime license for SAP HANA Streaming Analytics Option.
SAP Enterprise Threat Detection：包括 SAP HANA 串流分析選項的有限執行階段授權。

8.9. **SAP Intelligent Business Operations bundle**: includes the rights to use SAP Process Orchestration, SAP HANA Streaming Analytics Option and SAP HANA Operational Process Intelligence Option. Use of SAP HANA Streaming Analytics shall be solely limited to interacting with other Software components included in SAP Intelligent Business Operations bundle. Use of SAP HANA Operational Process Intelligence Option is restricted to:
SAP 智慧業務營運組合：包括 SAP Process Orchestration、SAP HANA 串流分析選項和 SAP HANA Operational Process Intelligence Option 的使用權。SAP HANA 串流分析僅限與 SAP 智慧業務營運組合中的其他軟體元件交互使用。SAP HANA Operational Process Intelligence Option 的使用限於：

a) data from the included SAP Process Orchestration, and SAP HANA Streaming Analytics Software; and
取自所包括的 SAP Process Orchestration 和 SAP HANA 串流分析軟體的資料；及

b) data from SAP ERP or SAP S/4HANA applications, if licensed separately by the Customer. Each 1 Core license of SAP Intelligent Business Operations bundle includes the rights to 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.
取自 SAP ERP 或 SAP S/4HANA 應用程式的資料 (若由客戶單獨獲得授權)。SAP 智慧業務營運組合的每 1 份核心授權包括 SAP PowerDesigner EnterpriseArchitect 的 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 智慧業務營運組合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。

8.10. **SAP Information Lifecycle Management** ("**ILM**"): includes a restricted runtime license of SAP Landscape Transformation Replication Server ("**SLT**"). ILM includes a restricted runtime license of 4 cores of SAP IQ to be used solely as a data store for ILM.
SAP Information Lifecycle Management (以下稱「**ILM**」)：包括 SAP Landscape Transformation Replication Server (以下稱「**SLT**」) 的限制性執行階段授權。ILM 包括僅供做為 ILM 的資料儲存使用之 SAP IQ 的 4 份核心的限制性執行階段授權。

8.11. **Productivity Apps**: Productivity Apps are any Customer owned/licensed application, provided such apps:
Productivity Apps：Productivity Apps 係指客戶所擁有/授權的應用程式，前提是此等應用程式：

a) are only used by an individual to support 1 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
僅供個人使用，以代表自己支援一個或多個下列自助服務功能：預先定義的報表、差旅規劃、費用報表、採購、訂房、員工時間、員工出勤、員工記錄維護、員工名冊、員工津貼、員工考核、員工才能與技能資歷檔 (下稱「自助服務功能」)；且

b) any interfacing of such apps with the Software and/or Third party Software licensed under the Software Contract is limited to the extent necessary to support the Self Service Functions. Important Notice: The Use of Productivity Apps may require licenses for NetWeaver Foundation for Third Party Applications. 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 Customer's responsibility to secure all appropriate rights from any applicable licensor(s).
此類應用程式與本軟體及/或根據軟體合約授權之第三方軟體所能進行之連結，以支援自助服務功能所需者為限。重要事項：若要使用 Productivity Apps，可能需要獲得適用於第三方應用程式之 SAP NetWeaver Foundation 的授權。若要取得資料庫 (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。客戶應負責向任何相關授權人取得所有適當權利。

8.12. **SAP NetWeaver Foundation for Third Party Applications**: The SAP NetWeaver Foundation for Third Party Applications license grants the Customer, in addition to the SAP NetWeaver Foundation runtime license, the right to Use the SAP NetWeaver Foundation for Third Party Applications Software with:
適用於第三方應用程式之 SAP NetWeaver Foundation：適用於第三方應用程式之 SAP NetWeaver Foundation 授權除了授予 SAP NetWeaver Foundation 執行階段授權之外，另授予客戶使用適用於第三方應用程式之 SAP NetWeaver Foundation 之權利搭配：

a) Add-Ons to the SAP application that access the information contained in the database of the SAP applications(*); and
會存取 SAP 應用程式資料庫 (*) 中所含之資訊的 SAP 應用程式附加元件；以及

b) third party applications that access the information contained in the database of the SAP applications.
會存取 SAP 應用程式資料庫中所含之資訊的第三方應用程式。

Important Notices:
重要事項：

8.12.2. Add-Ons and third party applications that solely contain functionality for system administration, monitoring and management do not require a license for SAP NetWeaver Foundation for Third Party Applications.
附加元件或第三方應用程式僅包含系統管理、監控及管理功能者，不需 SAP NetWeaver Foundation for Third Party Applications 授權。

8.12.3. Access to the information contained in a database (including but not limited to Oracle and/or Microsoft databases) may require Full Use licenses for that database. It is Customer's responsibility to secure all appropriate rights from any applicable licensor(s).
資料庫 (包括但不限於 Oracle 和/或 Microsoft 資料庫) 所包含之資訊的存取權可能需要具備該資料庫的完整使用授權。客戶應負責向任何相關授權人取得所有適當權利。

8.12.4. (*) Customer'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.
(*) 客戶的 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。

8.12.5. Mixing Core-base and user-based license metrics for SAP NetWeaver Foundation for Third Party Applications is not permitted. Customers 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。客戶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)。

9. SAP BUSINESS OBJECTS
SAP BUSINESS OBJECTS

9.1. **Non-Productive Use**: Customer may Use the SAP BusinessObjects Software on an unlimited number Non-Productive Installations, provided the number of Users or Concurrent Sessions on any individual Non-Productive Installation does not exceed the total number of licensed Users or Concurrent Sessions. Non-Productive Installation means installations such as development, test, and disaster recovery which are not used in a productive manner.
非正式運作用途：客戶得於不限數量的非正式運作安裝上使用 SAP BusinessObjects 軟體，但於任一別非正式運作安裝中，使用者或同時工作階段之數量，不得超過授權使用者或同時工作階段之總數量。非正式運作安裝係指並非用於正式運作的安裝，例如開發、測試和災害復原等。

10. SAP BUSINESSOBJECTS BUSINESS INTELLIGENCE SOLUTIONS
SAP BUSINESSOBJECTSBUSINESS INTELLIGENCE 解決方案

10.1. **SAP BusinessObjects Business Intelligence**:
SAP BusinessObjects Business Intelligence：

10.1.1. SAP BusinessObjects Enterprise (user) and SAP BusinessObjects Enterprise (CS) include 1 Concurrent Session license of SAP PowerDesigner EnterpriseArchitect and the following Runtime Software:
SAP BusinessObjects Enterprise (使用者) 與 SAP BusinessObjects Enterprise (CS) 包含 SAP PowerDesigner EnterpriseArchitect 與下列執行階段軟體的 1 個同時工作階段授權：

a) SAP BusinessObjects BI SDK - the use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.
SAP BusinessObjects BI SDK - 經由 SAP BusinessObjects 語意層或文件所存取之資料，客戶在商業軟體產品中，使用 SAP BusinessObjects BI SDK，將其連接於第三方產品時，須取得 SAP 書面同意，方得為之。於任何商業軟體產品中，不得將任何 SAP BusinessObjects BI SDK 用於轉換 SAP BusinessObjects 內容或中繼資料到第三方產品。

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 1 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 1 個目標資料存放區。

10.1.2. SAP BusinessObjects Web Intelligence (user) and SAP BusinessObjects Web Intelligence (CS) include runtime license to use SAP BusinessObjects BI SDK. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed .
SAP BusinessObjects Web Intelligence (使用者) 與 SAP BusinessObjects Web Intelligence (CS) 包含使用 SAP BusinessObjects BI SDK 的執行階段授權。經由 SAP BusinessObjects 語意層或文件所存取之資料，客戶在商業軟體產品中，使用 SAP BusinessObjects BI SDK，將其連接於第三方產品時，須取得 SAP 書面同意，方得為之。於任何商業軟體產品中，不得將任何 SAP BusinessObjects BI SDK 用於轉換 SAP BusinessObjects 內容或中繼資料到第三方產品。

10.1.3. For a single Deployment of SAP BusinessObjects BI platform only 1 edition can be used: either SAP BusinessObjects Enterprise, or SAP BusinessObjects Web Intelligence model.
若為 SAP BusinessObjects BI 平台的單一部署，則只能使用 1 種版本：SAP BusinessObjects Enterprise 或 SAP BusinessObjects Web Intelligence 模型。

10.1.4. Limitations for SAP BusinessObjects Enterprise (user) and SAP BusinessObjects Web Intelligence (user): 1 User can create a maximum of 10 simultaneous sessions.
SAP BusinessObjects Enterprise (使用者) 與 SAP BusinessObjects Web Intelligence (使用者) 的限制：1 個使用者最多可建立 10 個同時工作階段。

10.1.5. Limitations for SAP BusinessObjects Enterprise (CS): The following Use rights are not available with the Concurrent Session license:
SAP BusinessObjects Enterprise (CS) 的限制：同時工作階段授權並未提供下列使用權利。

a) 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
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

b) Use of the Crystal Reports desktop client, and/or Crystal Reports for Enterprise desktop client
使用 Crystal Reports desktop client 及/或 Crystal Reports for Enterprise desktop client

c) Use of the Web Intelligence Rich Client
使用 Web Intelligence Rich Client

d) Use of the SAP Lumira desktop client
使用 SAP Lumira desktop client

e) 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
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

f) Use of Analysis edition for Microsoft Office with the SAP NetWeaver platform
搭配 SAP NetWeaver 平台使用 Analysis (Microsoft Office 版)

10.1.6. Limitations for SAP BusinessObjects Web Intelligence (CS): The following Use rights are not available with the Concurrent Session license.
SAP BusinessObjects Web Intelligence (CS) 的限制：同時工作階段授權並未提供下列使用權利。

a) 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
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

b) Use of the Web Intelligence Rich Client
使用 Web Intelligence Rich Client

10.1.7. Oracle OLAP Data Provider for SAP BusinessObjects BI (OODP): Customer's license rights for SAP BusinessObjects Enterprise include a runtime license for the OODP. Customer'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.
SAP BusinessObjects BI (OODP) 適用之 Oracle OLAP 資料提供者：客戶對 SAP BusinessObjects Enterprise 的授權權利包括 OODP 的執行階段授權。客戶使用 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。

10.1.8. SQL Anywhere: Customer's license rights for SAP BusinessObjects Enterprise include a runtime license for the SQL Anywhere database.
SQL Anywhere：客戶對於 SAP BusinessObjects Enterprise 的授權權利包括 SQL Anywhere 資料庫的執行階段授權。

10.2. **SAP BusinessObjects Enterprise, public document**: 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 (user) license.
SAP BusinessObjects Enterprise，公開文件：桌面工具之使用，不在本授權許可之範圍內。對資料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。文件上無法建置任何安全措施 – 該文件必須是完全公開之資訊在任一部署中，所有公開文件都必須透過本授權包含的 SAP BusinessObjects Enterprise (使用者) 授權進行存取。

10.3. **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)). 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).
SAP BusinessObjects Dashboards：「**連線簡報**」意指任何以 SAP BusinessObjects Dashboards 所製作的 SWF 檔案，可以重新整理或以其他方式更改該 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)。「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)。

11. SAP ENTERPRISE INFORMATION MANAGEMENT SOLUTIONS
SAP ENTERPRISE INFORMATION MANAGEMENT 解決方案

11.1. **SAP Enterprise Information Management (EIM) Packages**: 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.
SAP 企業資訊管理 (EIM) 套件：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。

11.2. **SAP 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.
SAP 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。

11.3. **SAP Data Services, enterprise edition**: SAP PowerDesigner EnterpriseArchitect does not count against total Cores. SAP Data Services, enterprise edition includes 10 Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.
SAP Data Services (企業版)：SAP PowerDesigner EnterpriseArchitect 不會計入總核心數。SAP Data Services (企業版) 包括 SAP PowerDesigner EnterpriseArchitect 的 10 個同時工作階段。

11.4. **SAP Data Integrator, premium edition**: SAP PowerDesigner EnterpriseArchitect which does not count against total Cores. SAP Data Integrator, premium edition includes 5 Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.
SAP Data Integrator (頂級版)：SAP PowerDesigner EnterpriseArchitect 不會計入總核心數。SAP Data Integrator (頂級版) 包括 SAP PowerDesigner EnterpriseArchitect 的 5 個同時工作階段。

12. SAP ENTERPRISE PERFORMANCE MANAGEMENT
SAP ENTERPRISE PERFORMANCE MANAGEMENT

12.1. **Enterprise Performance Management Professional Edition Packages**:
Enterprise Performance Management (專業版) 套件：

12.1.1. The Enterprise Performance Management Professional Edition Packages ("EPM Professional Ed.") include the following:
Enterprise Performance Management (專業版) 套件 (以下稱「EPM Professional Ed.」) 包括下列：

a) SAP Business Planning & Consolidation, version for Microsoft Platform, professional edition
SAP Business Planning & Consolidation (適用於 Microsoft Platform 專業版之版本)
b) SAP Business Planning & Consolidation, version for SAP NetWeaver, professional edition
SAP Business Planning & Consolidation (適用於 SAP NetWeaver 專業版之版本)
c) SAP Business Planning & Consolidation, version for SAP NetWeaver (planning only), professional edition
SAP Business Planning & Consolidation (僅限規劃) (適用於 SAP NetWeaver 專業版之版本)
d) SAP Profitability and Cost Management, professional edition
SAP Profitability and Cost Management (專業版)
e) SAP Disclosure Management, professional edition
SAP Disclosure Management (專業版)

12.1.2. 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：

a) SAP Business Planning & Consolidation, version for Microsoft Platform, standard edition
SAP Business Planning & Consolidation (適用於 Microsoft Platform 標準版之版本)
b) SAP Business Planning & Consolidation, version for SAP NetWeaver, standard edition
SAP Business Planning & Consolidation (適用於 SAP NetWeaver 標準版之版本)
c) SAP Business Planning & Consolidation, version for SAP NetWeaver (planning only), standard edition
SAP Business Planning & Consolidation (僅限規劃) (適用於 SAP NetWeaver 標準版之版本)
d) SAP Profitability and Cost Management, standard edition
SAP Profitability and Cost Management (標準版)
e) SAP Disclosure Management, standard edition
SAP Disclosure Management (標準版)

12.1.3. Data from EPM Standard Ed and EPM Professional Ed packages may only be extracted in the form of static reports (i.e. pdf). The only allowed exception is data from SAP Business Planning & Consolidation can be transferred to SAP Analytics Cloud for planning. Any user viewing the data in a form other than the EPM system UIs 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 pdf)，從 EPM (標準版) 與 EPM (專業版) 套件中擷取。唯一容許的例外情況是 SAP Business Planning & Consolidation 的資料可傳輸至 SAP Analytics Cloud (適用於規劃)。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。

12.1.4. The EPM Standard Ed and EPM Professional Ed include the following Runtime Software: SAP BusinessObjects Business Intelligence Platform which is limited to use of the following:
EPM (標準版) 和 EPM (專業版) 包括下列執行階段軟體：SAP BusinessObjects Business Intelligence Platform 僅限於下列用途：

a) use of the Central Management Server ("CMS") to authenticate and/or authorize users for the applications;
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) use of the Central Management Console ("CMC") to administer user rights and privileges as they pertain to the applications.
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。

12.2. **Enterprise Performance Management Standard Edition Packages**: Use is limited to:
Enterprise Performance Management (標準版) 套件：僅限用於：

a) direct input and/or editing of quantitative and qualitative data into the application;
直接輸入及/或編輯定量和定性資料到應用程式中；
b) execution of existing reports or creation of reports on existing data structures;
執行現有的報告或建立有關現有資料結構的報告；
c) execution of changes to workflow tasks; and
執行對工作流程工作的更改；以及
d) 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.
檢視資料但透過介面存取套件之使用者，僅得檢視資料。整合功能限於針對獲授權使用者所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。

12.3. **SAP Business Planning and Consolidation, version for SAP NetWeaver (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 Business Planning and Consolidation (適用於 SAP NetWeaver 的版本) (僅限規劃)：僅得用來建立和計算預算、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。

12.4. **SAP Business Planning and Consolidation, version for SAP BW/4HANA and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only)**:
SAP Business Planning and Consolidation (適用於 SAP BW/4HANA 的版本) 和 SAP Business Planning and Consolidation (適用於 SAP BW/4HANA 的版本) (僅限規劃)：

12.4.1. include the following Runtime Software:
包含下列執行階段軟體：

a) SAP BW/4HANA
SAP BW/4HANA
b) SAP Business Planning and Consolidation, version for SAP NetWeaver which can be deployed only in an SAP S/4HANA deployment.
SAP Business Planning and Consolidation (適用於 SAP NetWeaver 的版本) 僅能部署在 SAP S/4HANA 部署中。

12.4.2. Data from SAP Business Planning and Consolidation, version for SAP BW/4HANA and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only) may only be extracted in the form of static reports (i.e. pdf) or transferred to SAP Analytics Cloud for planning. Any user viewing the data in a form other than the Enterprise Performance Management system UIs or via a static report requires an SAP Business Planning and Consolidation, version for SAP BW/4HANA license or SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only) license.
SAP Business Planning and Consolidation (適用於 SAP BW/4HANA 的版本) 和 SAP Business Planning and Consolidation (適用於 SAP BW/4HANA 的版本) (僅限規劃) 之資料，僅得以靜態報表格式擷取，或傳輸至 SAP Analytics Cloud (適用於規劃)。任何使用者檢視 Enterprise Performance Management 系統 UI 以外格式的資料或透過靜態報告檢視時，需要 SAP Business Planning and Consolidation (適用於 SAP BW/4HANA 的版本) 授權或 SAP Business Planning and Consolidation (適用於 SAP BW/4HANA 的版本) (僅限規劃) 授權。

12.5. **SAP Business Planning and Consolidation, version for SAP BW/4HANA, Standard Ed. and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only), Standard Ed**: Use is limited to:
SAP Business Planning and Consolidation (適用於 SAP BW/4HANA 的版本) 標準版和 SAP Business Planning and Consolidation (適用於 SAP BW/4HANA 的版本) (僅限規劃) 標準版：僅限用於：

a) direct input and/or editing of quantitative and qualitative data into the application;
直接輸入及/或編輯定量和定性資料到應用程式中；
b) execution of existing reports or creation of reports on existing data structures;
執行現有的報告或建立有關現有資料結構的報告；
c) execution of changes to workflow tasks; and
執行對工作流程工作的更改；以及
d) 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.
檢視資料但透過介面存取套件之使用者，僅得檢視資料。整合功能限於針對獲授權使用者所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。

12.6. **SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only)**: may be used solely for the creation and calculation of budget, plan, or forecast 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 Business Planning and Consolidation (適用於 SAP BW/4HANA 的版本) (僅限規劃)：僅得用來建立和計算預算、計畫或預測資料。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。

13. SAP GOVERNANCE, RISK AND COMPLIANCE SOLUTIONS
SAP GOVERNANCE, RISK AND COMPLIANCE 解決方案

13.1. SAP Governance, Risk and Compliance Solutions
SAP Governance, Risk and Compliance 解決方案

13.1.1. The following SAP Governance, Risk and Compliance (GRC) solutions include SAP BusinessObjects Enterpriseas Runtime Software.
下列 SAP Governance, Risk and Compliance (GRC) 解決方案隨附 SAP BusinessObjects 執行階段軟體。

- SAP Process Control
SAP Process Control
- SAP Risk Management
SAP Risk Management
- SAP Enterprise Risk and Compliance Management
SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
SAP GTS (所有版本)

- 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)
- SAP Process Control for S/4HANA
  SAP Process Control (適用於 S/4HANA)
- SAP Risk Management for S/4HANA
  SAP Risk Management (適用於 S/4HANA)
- SAP Enterprise Risk and Compliance Management
  SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
  SAP GTS (所有版本)
- SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
  SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
- SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA
  SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA

13.1.2. The following SAP Governance, Risk and Compliance (GRC) solutions include SAP Crystal Reports, SAP BusinessObjects Enterprise as Runtime Software:
下列 SAP Governance, Risk and Compliance (GRC) 解決方案隨附 SAP Crystal Reports、SAP BusinessObjects Enterprise 作為執行階段軟體：

- SAP Process Control
  SAP Process Control
- SAP Risk Management
  SAP Risk Management
- SAP Enterprise Risk and Compliance Management
  SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
  SAP GTS (所有版本)
- 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)
- SAP Process Control for S/4HANA
  SAP Process Control (適用於 S/4HANA)
- SAP Risk Management for S/4HANA
  SAP Risk Management (適用於 S/4HANA)
- SAP Enterprise Risk and Compliance Management
  SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
  SAP GTS (所有版本)
- SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
  SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
- SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA
  SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA
- SAP Access Control
  SAP Access Control
- SAP Access Control for S/4HANA
  SAP Access Control (適用於 S/4HANA)
- SAP Tax Compliance
  SAP Tax Compliance
- SAP Tax Compliance for SAP S/4HANA
  SAP Tax Compliance (適用於 SAP S/4HANA)

13.1.3. The following SAP Governance, Risk and Compliance (GRC) solutions are limited (regardless of how many blocks of GRC are licensed) to 10 Users of SAP BusinessObjects Enterpriseas Runtime Software.
下列 SAP Governance, Risk and Compliance (GRC) 解決方案，僅限有 SAP BusinessObjects 執行階段軟體的 10 個使用者 (無論有多少已獲授權之 GRC 單位)。

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

13.1.4. The following SAP Governance, Risk and Compliance (GRC) solutions include the following Runtime Software: (i) SAP Lumira Discovery.
以下 SAP Governance, Risk and Compliance (GRC) 解決方案包括下列執行階段軟體：(i) SAP Lumira (探索版)。

- SAP Identity Management
  SAP Identity Management

13.1.5. The following SAP Governance, Risk and Compliance (GRC) solutions include Runtime Software of SAP Lumira Server which excludes the following rights: (i) Creation of a new Lumira document using Lumira Server and (ii) Modification of existing Lumira documents using Lumira Server:
下列 SAP Governance, Risk and Compliance (GRC) 解決方案包含 SAP Lumira Server 的執行階段軟體，其中排除下列權利：(i) 使用 Lumira Server 建立新 Lumira 文件以及 (ii) 使用 Lumira Server 修改現有 Lumira 文件：

- SAP Process Control
  SAP Process Control
- SAP Risk Management
  SAP Risk Management
- SAP Process Control for S/4HANA
  SAP Process Control (適用於 S/4HANA)
- SAP Risk Management for S/4HANA
  SAP Risk Management (適用於 S/4HANA)
- SAP GTS, Export
  SAP GTS，匯出
- SAP GTS, Import
  SAP GTS，匯入
- SAP GTS, Trade Preferences
  SAP GTS，交易偏好
- SAP GTS, Bundle
  SAP GTS，配套方案
- 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)
- SAP Audit Management
  SAP Audit Management
- SAP Business Integrity Screening
  SAP Business Integrity Screening
- SAP Business Integrity Screening for S/4HANA
  SAP Business Integrity Screening for S/4HANA
- SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
  SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
- SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA
  SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA
- SAP Audit Management for S/4HANA
  SAP Audit Management (適用於 S/4HANA)
- SAP GTS, processing trade in China
  SAP GTS，處理中國境內交易
- SAP Enterprise Risk and Compliance Management
  SAP Enterprise Risk and Compliance Management

13.2. **SAP Tax Compliance, SAP Tax Compliance for S/4HANA**: SAP Tax Compliance includes the following Runtime Software:
SAP Tax Compliance、SAP Tax Compliance (適用於 S/4HANA)：SAP Tax Compliance 包括下列執行階段軟體：

- SAP Lumira Discovery
  SAP Lumira (探索版)
- SAP BusinessObjects Enterpriselimited to 5 Users per block of Licensed Metric for the Software
  SAP BusinessObjects (企業版) 軟體的授權度量單位每區塊限有 5 個使用者
- read-only access to Automated Predictive Libraries (APL) and Predictive Analytics Integrator (PAI)
  Automated Predictive Libraries (APL) 和 Predictive Analytics Integrator (PAI) 的唯讀存取權

13.3. **SAP Business Partner Screening, SAP Business Partner Screening for S/4HANA**: SAP Business Partner Screening includes the following Runtime Software:
SAP Business Partner Screening、SAP Business Partner Screening (適用於 S/4HANA)：SAP Business Partner Screening 包含下列執行階段軟體：

- SAP Lumira Discovery
  SAP Lumira (探索版)

14. SAP BUSINESSOBJECTS SOLUTIONS FOR SME
適用於中小企業的 SAP BUSINESSOBJECTS 解決方案

14.1. **SAP Data Services, Edge edition and Data Integrator, Edge edition (Edge EIM Solutions)**: 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.
SAP Data Services (Edge 版) 和 Data Integrator (Edge 版) (Edge EIM 解決方案)：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。

14.2. **SAP Business Planning and Consolidation, Edge edition, version for SAP NetWeaver**: The licensing of SAP Business Planning and Consolidation, Edge edition, version for SAP NetWeaver is restricted to 70 users maximum on a maximum deployment of a single application server.
SAP Business Planning and Consolidation (Edge 版) (適用於 SAP NetWeaver 的版本)：SAP Business Planning and Consolidation (Edge 版) (適用於 SAP NetWeaver 的版本) 的授權使用者上限為 70 人 (在單一應用程式伺服器上)。

14.3. **SAP BusinessObjects BI, Edge edition (BI Edge)**:
SAP BusinessObjects BI (Edge 版) (BI Edge)：

14.3.1. 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. The license includes the following Runtime Software:
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，且專供與 SAP Lumira Server 一起使用。授權包括下列執行階段軟體：

a) SAP IQ and
SAP IQ 和
b) Data Integrator,
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. The license also includes 1 Concurrent Session license of SAP PowerDesigner DataArchitect, Edge edition.
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 8 個核心 (若為 SAP IQ) 或最多 8 個核心 (若為 Data Integrator) 的其他伺服器上。授權亦包含 1 個 SAP PowerDesigner DataArchitect (Edge 版) 的同時工作階段授權。

14.3.2. Use of the Data Integrator runtime may only load data into 1 target datastore.
Data Integrator 執行階段之使用僅得將資料載入至 1 個目標資料存放區。

14.3.3. Use of SAP IQ Runtime Software is limited to access by and through the BI Edge platform . The only allowed exception is data in SAP IQ Runtime Software may be accessed by SAP Analytics Cloud.
SAP IQ 執行階段軟體的使用僅限於透過 BI Edge 平台存取。唯一容許的例外情況是 SAP Analytics Cloud 可存取 SAP IQ 執行階段軟體中的資料。

14.3.4. 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 6.2.1). The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.
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 6.2.1 中的「同時工作階段限制」)。經由 SAP BusinessObjects 語意層或文件所存取之資料，客戶在商業軟體產品中，使用 SAP BusinessObjects BI SDK，將其連接於第三方產品時，須取得 SAP 書面同意，方得為之。無論在任何商業軟體產品中，均不得將任何 SAP BusinessObjects BI SDK 用於轉換 SAP BusinessObjects 內容或中繼資料到第三方產品。

14.4. **SAP BW/4HANA**: includes the following Runtime Software: SAP Landscape Transformation, enterprise edition.
SAP BW/4HANA：包括下列執行階段軟體：SAP Landscape Transformation (企業版)

15. SAP CRYSTAL
SAP CRYSTAL

15.1. Use Rights for All SAP Crystal Products
所有 SAP Crystal 產品的使用權利

15.1.1. Definitions
名詞定義

15.1.1.1. "**SAP Crystal software**" is defined to be the following products: SAP Crystal Reports, SAP Crystal Server, SAP Crystal Reports Server, and SAP Crystal Dashboard Design.
「**SAP Crystal 軟體**」定義為以下的產品：SAP Crystal Reports、SAP Crystal Server、SAP Crystal Reports Server 及 SAP Crystal Dashboard Design。

15.1.1.2.“**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。

15.1.1.3.“**Connected Presentation**” means any SWF file created with SAP Crystal Dashboard Design 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)),
「**連線簡報**」係指任何以 SAP Crystal Dashboard Design 所製作的 SWF 檔案，可以重新整理、發行、推送或以他法變更該 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))，

15.1.2. **SAP Crystal Software Usage**: Customer 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：客戶得使用 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。

15.1.3. **Desktop SAP Crystal Software Usage**: With the exception of Connected Presentations, and subject to Section 7.2.8, Customer 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 Customer complies with the following requirements:
Desktop SAP Crystal 軟體使用：除了「連線簡報」之例外狀況，根據第 7.2.8 條相關規範，客戶可以將以 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，前提是客戶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) Customer 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，客戶均擔負起全責；
c) Customer 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，客戶不得使用授權人或軟體的名稱、標誌或商標；
d) Customer 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，客戶將保護、賠償 SAP 之損失，使之不致因而遭受損害；
e) Customer shall secure the end user’s (“End User”) consent to terms substantially similar to the terms set forth in Section 7.2.7(e).
客戶應取得終端使用者 (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。

15.1.4. **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. 1 license is required per training workstation.
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 1 份授權。

15.1.5. **Use of Screenshots and wordmarks for SAP Crystal software**: Customer 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之使用：客戶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) Customer’s Use may not be obscene or pornographic, and Customer may not be disparaging, defamatory, or libelous to SAP, any of its software, or any other person or entity.
客戶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) Customer’s Use may not directly or indirectly imply SAP sponsorship, affiliation, or endorsement of Customer’s product or service.
客戶不得直接或間接暗示 SAP 與客戶的產品或服務存在贊助、從屬或認可關係。
d) Customer may not Use the screen shot in a comparative advertisement
客戶不得在比較式廣告中使用螢幕擷取
e) Customer may not alter the screen shot in any way except to resize or crop the screen shot.
客戶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) Customer may not include portions of a screen shot in other product user interface.
客戶不得在其產品使用者介面中包含部分螢幕擷取。
g) Customer may not Use screen shots that contain third-party content unless Customer has obtained the express permission from the third-party.
客戶不得使用包含第三方內容的螢幕擷取，除非客戶事先獲得第三方的明確許可。
h) Customer must include the following copyright attribution statement: "SAP product screen shot(s) reprinted with permission from SAP."
客戶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 Customer’s Use includes references to a SAP Software, Customer must use the full name of the Software.
若客戶的使用中提及 SAP 軟體，客戶必須使用軟體的全名。

j) Customer may not use a screen shot that contains an image of an identifiable individual unless Customer has obtained permission from the individual.
客戶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。

15.2. SAP Crystal Reports runtime product
SAP Crystal Reports 執行階段產品

15.2.1. **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。

15.2.2. **Definitions**:
名詞定義：

15.2.2.1. "**Client Application**" means an application developed by Customer 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.
「**用戶端應用程式**」係指一種由客戶開發的應用程式，其特色在於：a) 會利用執行階段產品，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執行階段產品。

15.2.2.2. "**Internal Installation**" or "**Internally Install**" means installing into production Client Applications and/or Server Applications on 1 or more computers within Customer's company or organization only in connection with Customer's internal business purposes.
「**內部安裝行為**」或「**內部安裝動作**」係指在客戶公司或組織內部的一或多台電腦上安裝實際執行的用戶端應用程式及/或伺服器應用程式，且僅限於客戶企業內部使用。

15.2.2.3. "**Distribution**" or "**Distribute**" means selling, leasing, licensing or redistributing Client Applications and/or Server Applications to third party end users external to Customer's company or organization.
「**散佈**」或「**散布**」係指販售、租賃、授權、或重新散佈用戶端應用程式及/或伺服器應用程式給客戶公司或組織以外的第三方終端使用者。

15.2.2.4. "**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.
「**執行階段產品**」係指 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)。

15.2.2.5. "**Server Application**" means an application developed by Customer that a) utilizes the Runtime Product, b) allows more than 1 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**」係指一種由客戶開發的應用程式，其特色在於：a) 會利用執行階段產品，b) 可讓一個以上的使用者透過中介層應用程式使用執行階段產品，且 c) 可將重要及主要的功能新增至執行階段產品。安裝於 Windows 終端伺服器環境 (例如，Citrix 或 Microsoft 遠端桌面平台) 中的用戶端應用程式為伺服器應用程式。

15.2.3. **Usage**: Customer 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 Customer develops, as described in the following sections.
使用：客戶得安裝並使用一份執行階段產品，以開發用戶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，會依照客戶所開發之應用程式的類型而有所差異，如以下各條所述。

15.2.4. **Internal Installation of Client Applications and Server Applications**: Licensor grants Customer a personal, nonexclusive, limited license to Internally Install the Runtime Product with Client Applications and Server Applications.
用戶端應用程式和伺服器應用程式之內部安裝：授權人授予客戶私人所有、非專屬的有限授權，供其內部安裝執行階段產品與用戶端應用程式和伺服器應用程式。

15.2.5. **Distribution of Client Applications**: Subject to Customer's compliance with all of the terms herein, including without limitation section 7.2.7, Licensor grants Customer a personal, nonexclusive, limited license to Distribute Client Applications.
用戶端應用程式之散佈：基於客戶遵守此處所有條款 (包括但不限於第 7.2.7 條) 的前提下，授權人授予客戶私人所有、非專屬的有限授權，供其散佈用戶端應用程式。

15.2.6. **Distribution of Server Applications**: Subject to Customer's compliance with all of the terms herein, including without limitation section 7.2.7, Licensor grants Customer a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that the Customer 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 Customer's licensed copy of Crystal Reports.
伺服器應用程式之散佈：在客戶遵守此處所有條款 (包括但不限於第 7.2.7 條) 之規範的情況下，授權人授予客戶一份個人、非專屬、有限之授權，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，客戶都已取得一份 Crystal Reports 的授權副本，並且此類伺服器應用程式所使用的執行階段產品版本與客戶之 Crystal Reports 授權副本的版本相同。

15.2.7. **Runtime Product Distribution Requirements**: If Customer distributes the Runtime Product to third parties pursuant to sections 7.2.5 or 7.2.6, Customer shall comply with the following requirements:
執行階段產品散佈要求：若客戶根據第 7.2.5 條或第 7.2.6 條向第三方散佈執行階段產品，則客戶應遵守下列要求：

a) Customer 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;
對於取得此類執行階段產品副本或範例應用程式的任何人所需或請求之支援、服務、升級、技術協助或其他協助，客戶應負全部責任；

b) Customer 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，客戶不得使用授權人或軟體的名稱、標誌或商標；

c) Customer 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、重製或散佈執行階段產品或相關應用程式所引起之任何索賠或賠償責任，客戶將為 SAP 辯護、使其免責並使其不受損害；

d) Customer 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
客戶所散佈之執行階段產品，不包含任何用於一般用途的報告撰寫產品、資料分析產品或報告傳遞產品，或任何其他與 SAP 之產品功能相同或相似的產品；以及

e) Customer shall secure the end user's ("End User") consent to terms substantially similar to the following:
客戶應確認，終端使用者 (以下稱「終端使用者」) 同意實質上類似以下的內容：

i. End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;
終端使用者同意不修改、解譯、反編譯、翻譯、改寫執行階段產品或報表檔案 (.RPT) 格式，或對其進行反向工程；

ii. 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執行階段產品散佈給任何第三方，或以租賃或分時方式使用執行階段產品，亦不會為第三方之利益使用該產品營運服務機構；

iii. End User agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP's product offerings;
在一般情況下會與 SAP 提供之產品具競爭關係的產品，終端使用者同意不使用執行階段產品建立並散佈之；

iv. 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，不使用執行階段產品建立並散佈可將報表檔案 (.RPT) 格式轉換為其他報表格式之產品，其他報表格式係指任何一般用途的報表撰寫產品、資料分析產品或報表交付產品使用的格式，且該產品非屬 SAP 財產；

15.2.8. 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。對於因本合約所生、與本應用程式相關或與執行階段產品相關之任何直接、間接、衍生性、附帶、涵蓋性損失、懲罰性損害賠償或其他損失，SAP 及其供應商一概不負任何責任。

15.3. SAP Crystal Server
SAP Crystal Server

15.3.1. **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。

15.3.2. **Usage**: SAP Crystal Reports which contain SWF files created by SAP Crystal Dashboard Design that access data exclusively with the Crystal Reports connector can be viewed by users with either User or CAL licenses. Customer may use SAP Crystal Server's mobile features or functionalities.
使用：具有使用者身分或 CAL 授權的使用者，可以檢視內含 SWF 檔案而由 SAP Crystal Dashboard Design 所製作，且專門以 Crystal Reports 連接器存取資料的 SAP Crystal Reports。客戶得使用 SAP Crystal Server 的行動特色或功能。

15.3.3. **Restrictions**: For each Deployment, SAP Crystal Server may be installed and Used only on a single Server. Customer may not attempt to cluster the system across multiple live Servers. Customer 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。客戶不得嘗試在多組現場伺服器中聚集系統。客戶不得使用 SAP Crystal Server 存取 SAP 應用程式內的資料，除了 SAP Business One 以外。

15.3.3.1. 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 (SAP Crystal Server 2016 only)
  SAP Crystal Dashboard Design (僅限 SAP Crystal Server 2016)
- SAP BusinessObjects Explorer (SAP Crystal Server 2011 and 2016 only)
  SAP BusinessObjects Explorer (僅限 SAP Crystal Server 2011 及 2016)

15.3.3.2. 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 (SAP Crystal Server 2016 only)
  SAP Crystal Dashboard Design (僅限 SAP Crystal Server 2016)
- SAP BusinessObjects Explorer (SAP Crystal Server 2016 only)
  SAP BusinessObjects Explorer (僅限 SAP Crystal Server 2016)

15.3.3.3. 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

15.3.3.4. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.
經由 SAP BusinessObjects 語意層或文件所存取之資料，客戶在商業軟體產品中，使用 SAP BusinessObjects BI SDK，將其連接於第三方產品時，須取得 SAP 書面同意，方得為之。無論在任何商業軟體產品中，均不得將任何 SAP BusinessObjects BI SDK 用於轉換 SAP BusinessObjects 內容或中繼資料到第三方產品。

15.4. **SAP Crystal Reports Server OEM Embedded**: 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. Customer may not attempt to cluster the system across multiple live Servers. Customer cannot use CRSE to access data in SAP applications.
SAP Crystal Reports Server OEM Embedded：不論軟體是根據使用者還是伺服器授權，SAP Crystal Reports Server OEM Embedded (以下稱「CRSE」) 僅可安裝於單一伺服器上。客戶不得嘗試在多組現場伺服器中聚集系統。客戶不可使用 CRSE 來存取 SAP 應用程式中的資料。

Supplementary Products
補充產品

16. DIRECTORIES
目錄

16.1. **Additional license conditions**: Following are additional license conditions for content/reference data (address data, geo data etc...) provided in Data Quality and Data Services products ("**Directories**")
額外授權條件：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

16.1.1. 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)；

16.1.2. Customers 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 Customer's use of such Directories).
嚴禁客戶轉售資料。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，該附錄包含部分客戶使用此類目錄的條款與條件)。

16.1.3. 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；

16.1.4. 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；

16.1.5. 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：僅得使用最新版的目錄；

16.1.6. 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；

16.1.7. 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您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；

16.1.8. 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。

16.1.9. 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 Customer's sole remedy will be to receive a refund of fees for the portion of the subscription for which Customer 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您訂閱期間，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，否則客戶唯一可獲得的補償將是客戶無法使用此類目錄之訂閱部分的退費。

16.2. Licensing Information
授權資訊

16.2.1. 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。

16.2.2. 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。

16.2.3. The Initial Term of this shall be 12 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 個月。

16.2.4. 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。

16.3. **Limitation of liability**: 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.
責任限制：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。

17. DATABASE AND TECHOLOGY PORTFOLIO PRODUCTS (EXCLUDING HANA)
資料庫及技術組合產品 (不含 HANA)

17.1. **Earlier Versions**: Product versions marked as "Earlier Versions" on SAP Service Marketplace may only be downloaded and/or used by Customers 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.
較舊版本：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客戶下載及/或使用。

17.2. **SAP ASE Runtime Edition**("**ASE**")：is a runtime database licensed for use by individuals solely in conjunction with their use of applicable Software and/or Third Party Software licensed by Customer from SAP. NetWeaver-based third party add-on's can be run under applicable SAP NetWeaver Foundation for Third Party Applications license. 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 Customer 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 replication functionality to be used solely for disaster recovery purposes.
SAP ASE Runtime Edition(以下稱「**ASE**」)：是一授權的執行階段資料庫，僅得由個人使用，並須搭配客戶自 SAP 取得而授

權之適用軟體和/或第三方軟體。以 NetWeaver 為基礎的第三方附加元件可於適用 SAP NetWeaver Foundation 對第三方應用程式授權下執行。SAP ASE 執行階段資料庫除了用於客戶自 SAP 取得而授權之適用軟體和/或第三方軟體以外，不得用於執行其他軟體和/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僅供災後復原用途的複寫功能。

17.3. **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 ("**ASP**") may be installed and Used. SAP ASP includes the following Software: SAP Adaptive Server Enterprise ("**SAP ASE**"), SAP IQ, and SAP Replication Server.
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 (以下稱「**ASP**」) 內含之所有軟體的最高累計核心總數。SAP ASP 包含下列軟體：SAP Adaptive Server Enterprise (以下稱「**SAP ASE**」)、SAP IQ 與 SAP Replication Server。

17.4. **SAP PowerDesigner DataArchitect, Edge edition and SAP PowerDesigner EnterpriseArchitect**: 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 DataArchitect (Edge 版) 和 SAP PowerDesigner EnterpriseArchitect：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。

17.5. **SAP Data Intelligence**: includes a runtime license of SAP Landscape Transformation Replication Server ("**SAP SLT**"). Use of SAP SLT is limited solely for replication scenarios into SAP Data Intelligence and to enabling data integration between SAP Business Suite applications and SAP Data Intelligence.
SAP Data Intelligence：包含 SAP Landscape Transformation Replication Server (以下稱「**SAP SLT**」) 的執行階段授權。SAP SLT 的使用權，僅限於將方案複寫至 SAP Data Intelligence，以進行 SAP Business Suite 應用程式和 SAP Data Intelligence 之間的整合。

18. MOBILE
行動技術

18.1. **Earlier versions**: Product versions marked as "Earlier Versions" on SAP Service Marketplace may only be downloaded and/or used by Customers 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.
較舊版本：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客戶下載及/或使用。

18.2. **Mobile enabled**: SAP Software that is mobile enabled may require an additional component downloaded from a third party mobile application store.
行動軟體：行動電話可用之 SAP 軟體可能需要從第三方行動應用程式商店下載額外元件。

18.3. **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 usage of mobile platform components for use with the Package.
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 包括隨同套件使用的 Mobile Platform 元件使用。

19. SAP HANA
SAP HANA

19.1. Definitions
名詞定義

19.1.1. "**Data Sources**" means any software product(s) and/or database instance(s) for which Customer has secured an appropriate license.
「**資料來源**」係指客戶已經取得適當授權的任何軟體產品和/或資料庫執行個體。

19.2. **SAP HANA, enterprise edition**:
SAP HANA (企業版)：

19.2.1. may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA, enterprise edition includes the following Runtime Software:
得搭配使用不限數量的資料來源，且此類使用應受適用之授權層級所拘束。SAP HANA (企業版) 包含下列執行階段軟體：

a) SAP HANA Operation Process Intelligence
SAP HANA Operation Process Intelligence
b) SAP HANA Data Warehousing Foundation
SAP HANA 資料倉儲基礎
c) SAP HANA, information management option
SAP HANA：資訊管理選項
d) SAP HANA, data replication option
SAP HANA：資料複製選項
e) SAP HANA, data privacy option
SAP HANA：資料隱私權選項
f) SAP HANA, spatial and graph option
SAP HANA：地理空間和圖形選項

g) SAP HANA, predictive option
SAP HANA：預測選項
h) SAP HANA, search and text option
SAP HANA：搜尋和內文選項
i) SAP HANA, streaming analytics option
SAP HANA：串流分析選項
j) SAP NetWeaver OpenHub
SAP NetWeaver OpenHub
k) SAP OpenHub for S/4HANA
SAP OpenHub (適用於 S/4HANA)
l) SAP HANA native storage extension (Use of HANA Native Storage Extension Buffer Cache component is subject to the applicable Licensed Level)
SAP HANA 原生儲存區延伸 (HANA 原生儲存區延伸快取記憶體緩衝區元件的使用應受適用的授權層級所拘束)
m) SAP ASE and MaxDB databases
SAP ASE 與 MaxDB 資料庫
n) SAP Near-line storage for SAP BW and SAP BW/4HANA
SAP Near-line storage for SAP BW 與 SAP BW/4HANA
o) SAP Business Warehouse Accelerator
SAP Business Warehouse Accelerator
p) SAP IQ database
SAP IQ 資料庫

19.2.2. Customer may use Smart Data Access to query data from any data sources, provided that Customer'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. Named User licenses will not be required solely for the one way read-only Smart Data Access to SAP Software and/or Third Party Software.
客戶得使用 Smart Data Access 查詢任何資料來源的資料，但該客戶的 SAP HANA (企業版) 授權應具備適當規模，使該授權適用於透過 Smart Data Access 查詢並加入其他資料來源之上述所有查詢資料之。SAP 不會僅因當事人使用對 SAP 軟體及/或第三方軟體的單向唯讀 Smart Data Access，要求指定用戶授權。

19.2.3. SAP ASE and MaxDB databases are runtime databases limited solely for Use in conjunction with Customer's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Customer in accordance with the terms herein. The total number of Cores across all machines on which SAP ASE database may be installed and Used must not exceed 1 Core per 64GB of memory in the HANA system. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.
SAP ASE 與 MaxDB 資料庫是執行階段資料庫，僅限於搭配客戶的軟體和/或第三方軟體使用，且僅以客戶依據本合約條款取得授權的上述軟體元件為限。在所有可能安裝 SAP ASE 資料庫的機器上，其於 HANA 系統中之核心總數與使用數，每 64GB 記憶體不得超過 1 個核心。 ASE 執行階段資料庫包括僅供災後復原用途的複寫功能。

19.2.4. SAP IQ database is a runtime database. Use of SAP IQ database is limited to 1 Core per 256GB of memory in the HANA system. Use of SAP IQ is limited to access by and through SAP HANA, enterprise edition.
SAP IQ 資料庫是一個執行階段資料庫。SAP IQ 資料庫之使用僅限 HANA 系統中每 256GB 記憶體 1 個核心。SAP IQ 之使用僅限於透過或經由 SAP HANA (企業版) 存取。

19.2.5. Use of SAP HANA Spatial Engine is also governed by the HERE MAP DATA BY HERE directory terms, which can be located in Section 7 of Exhibit 5 to Chapter 3 of this Use Rights document.
SAP HANA 地理空間引擎之使用，亦應受到 HERE MAP DATA BY HERE 指導條款之規範；前述條款可查閱本使用權文件第 3 章附錄 5 第 7 條。

19.3. **Deploying multiple SAP HANA tenants**: If Customer has licensed more than 1 SAP HANA edition, then each SAP HANA edition license type may only be deployed in its own unique HANA tenant database within a HANA system. Use of System Database and Cockpit tenants on a HANA system is limited solely to administration tasks.
部署多個 SAP HANA 租用戶：若客戶已取得多個 SAP HANA 版本之授權，則每個 SAP HANA 版本授權類型僅可部署於 HANA 系統內的專屬 HANA 租用戶資料庫。HANA 系統上的系統資料庫及 Cockpit 租用戶僅供管理工作使用。

19.4. **SAP HANA, runtime Edition for SAP BW ("HANA Runtime for BW") licensed by HANA SAP Application Value**:
HANA SAP Application Value 授權之 SAP HANA (SAP BW 執行時期版) (以下稱「HANA Runtime for BW」)：

19.4.1. HANA Runtime for BW is a database licensed solely to support Customer's Use of SAP Business Warehouse (SAP BW) and Use is limited to communications between SAP BW and HANA Runtime for BW. The HANA Runtime for BW license includes the following Runtime Software:
HANA Runtime for BW 係經 SAP 授權，為客戶提供 SAP Business Warehouse (SAP BW) 使用支援之資料庫，其使用僅限於進行 SAP BW 與 HANA Runtime for BW 之間的通訊。HANA Runtime for BW 之授權包括下列執行階段軟體：

a) SAP HANA Platform;
SAP HANA 平台；
b) SAP HANA Data Warehousing Foundation (limited solely to Data Distribution Optimizer and Data Lifecycle Manager components);
SAP HANA 資料倉儲基礎 (僅限於資料散佈最佳化工具及資料生命周期管理元件)；
c) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator；

d) SAP Near-line storage for SAP BW (NLS for BW);
SAP Near-line storage for SAP BW (NLS for BW)；

e) SAP HANA Rules Framework;
SAP HANA 規則架構；

f) SAP HANA native storage extension.
SAP HANA：原生儲存區延伸。

19.4.2. HANA Runtime 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 HANA Platform includes the HANA Studio, Cockpit and Web IDE components. Use of the SAP HANA Studio, Cockpit and Web IDE components 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 or Web IDE. Such custom views may be accessed by SAP BI tools or non-SAP BI tools that are certified by SAP, as set forth on https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=v:326;v:405;v:352;v:86a26c34-126d-4a6d-a3c5-6c73deca1020.
HANA Runtime for BW 可支援不限數量的資料來源，並可無限制使用 SAP Business Warehouse Accelerator，但應受適用授權層級之限制。SAP HANA 平台包括 HANA Studio、Cockpit 與 Web IDE 元件。SAP HANA Studio、Cockpit 與 Web IDE 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。所有報表製作必須透過 SAP BW 軟體進行，或透過以 HANA Studio 或 Web IDE 建立之自訂視圖進行。此等自訂視圖得透過經 SAP 認證之 SAP BI 工具或非 SAP BI 工具存取，SAP 認證工具的相關資訊載於此處：https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=v:326;v:405;v:352;v:86a26c34-126d-4a6d-a3c5-6c73deca1020。

19.4.3. NLS for BW includes a runtime license of SAP IQ solely for Use with SAP BW.
NLS for BW 包括 SAP IQ 的執行階段授權，惟僅限與 SAP BW 搭配使用。

19.4.4. All data modeling, loading, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA Runtime for BW must be performed via SAP BW Software.
HANA Runtime for BW 資料之模型建立、載入、散布，資料結構之建立和延伸，包括透過 Smart Data Access 使用之報表和虛擬報表，均須透過 SAP BW 軟體來執行。

19.4.5. Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:
客戶得使用經授權的 SAP 工具匯出資料，並僅得在下列一種或多種版本中使用：

a) SAP HANA, enterprise edition
SAP HANA (企業版)

b) SAP HANA, standard edition
SAP HANA (標準版)

c) SAP Cloud Platform, SAP HANA service
SAP Cloud Platform, SAP HANA service

d) SAP HANA Cloud
SAP HANA Cloud

e) SAP Data Warehouse Cloud
SAP Data Warehouse Cloud

19.4.6. Customer shall pay additional license fees for HANA Runtime for BW in the event Customer's HANA SAP Application Value increases.
若客戶的 HANA SAP Application Value 增加，則客戶應就 HANA Runtime for BW 支付額外授權費用。

19.5. **SAP HANA, Limited Runtime edition for Applications HANA Apps Only ("Limited HANA Runtime")**: is licensed solely for Use with any of the Customer's SAP HANA Related Apps below, and solely to the extent such SAP HANA Related Apps are licensed by Customer in accordance with the terms herein. 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，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」)：僅限於與任一下列客戶的 SAP HANA 相關應用程式搭配使用，且授權範圍僅限於客戶根據本文條款獲得授權的 SAP HANA 相關應用程式。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。

19.5.1. SAP HANA Related Apps:
SAP HANA 相關應用程式：

a) SAP Advanced Trade Management Analytics, version for SAP BW/4HANA
SAP Advanced Trade Management Analytics (適用於 SAP BW/4HANA 的版本)

b) SAP Customer Business Planning, version for SAP BW/4HANA
SAP Customer Business Planning (適用於 SAP BW/4HANA 的版本)

c) SAP Trade Promotion Planning and Management, version for SAP BW/4HANA
SAP Trade Promotion Planning and Management (適用於 SAP BW/4HANA 的版本)

d) SAP Innovation Management
SAP Innovation Management

e) SAP Intelligent Business Operations bundle
SAP Intelligent Business Operations 配套方案

f) SAP Demand Signal Management, version for SAP BW/4HANA
SAP Demand Signal Management (適用於 SAP BW/4HANA 的版本)
g) SAP Enterprise Threat Detection
SAP Enterprise Threat Detection
h) SAP Customer Activity Repository
SAP Customer Activity Repository
i) SAP Allocation Management, add-on for SAP Customer Activity Repository
SAP Allocation Management，適用於 SAP Customer Activity Repository 的 Add-On
j) SAP Assortment Planning, add-on for SAP Customer Activity Repository
SAP Assortment Planning，適用於 SAP Customer Activity Repository 的 Add-On
k) SAP Merchandise Planning, add-on for SAP Customer Activity Repository
SAP Merchandise Planning，適用於 SAP Customer Activity Repository 的 Add-On
l) SAP Promotion Management, add-on for SAP Customer Activity Repository
SAP Promotion Management，適用於 SAP Customer Activity Repository 的 Add-On
m) SAP Tax Declaration Framework for Brazil
SAP Tax Declaration Framework for Brazil
n) SAP Loss Prevention by Fujitsu
SAP Loss Prevention (由富士通開發)
o) SAP Audit Management
SAP Audit Management
p) SAP Business Integrity Screening
SAP Business Integrity Screening
q) SAP Tax Compliance
SAP Tax Compliance
r) SAP Product Lifecycle Costing
SAP Product Lifecycle Costing
s) SAP Transportation Resource Planning
SAP Transportation Resource Planning
t) SAP Transportation Resource Planning for T&L
SAP Transportation Resource Planning for T&L
u) SAP Tax intelligence and Management by All Tax, IRPJ CSLL ISS Trabalhista
SAP Tax intelligence and Management by All Tax, IRPJ CSLL ISS Trabalhista
v) SAP Sales Insights for Retail
SAP Sales Insights for Retail
w) retail promotion analyzer
零售促銷分析工具

19.5.2. Runtime Software Rights. The Limited HANA Runtime license includes the following Runtime Software:
執行階段軟體權利。HANA 限制執行階段授權包括下列執行階段軟體：

a) SAP HANA Platform;
SAP HANA 平台；
b) SAP Data Integrator (‘DI”);
SAP Data Integrator (以下稱「DI」)；
c) SAP Smart Data Integration (“SDI”);
SAP Smart Data Integration (以下稱「SDI」)；
d) SAP Landscape Transformation replication server (“SLT”);
SAP Landscape Transformation Replication Server (以下稱「SLT」)；
e) SAP ASE and MaxDB databases;
SAP ASE 與 MaxDB 資料庫；
f) SAP HANA Data Warehousing Foundation (limited solely to Data Distribution Optimizer and Data Lifecycle Manager components);
SAP HANA 資料倉儲基礎 (僅限於資料散佈最佳化工具及資料生命周期管理元件)；
g) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator；
h) SAP Near-line storage for SAP BW (NLS for BW);
SAP Near-line storage for SAP BW (NLS for BW)；
i) SAP HANA Rules Framework;
SAP HANA 規則架構；
j) SAP HANA, data privacy option.
SAP HANA：資料隱私權選項。
k) SAP HANA, predictive option;
SAP HANA：預測選項；
l) SAP HANA, spatial and graph option;
SAP HANA：地理空間和圖形選項；
m) SAP HANA, search and text option;
SAP HANA：搜尋和內文選項；

n) SAP HANA Smart Data Quality ("SDQ");
SAP HANA 智慧資料品質 (以下稱「SDQ」)；

o) SAP HANA native storage extension.
SAP HANA：原生儲存區延伸。

19.5.3. SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in Limited HANA Runtime must be performed via the SAP HANA Related Apps. 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. Notwithstanding anything to the contrary, SAP HANA Related Apps is not allowed to distribute data from tables residing in Limited HANA Runtime licensed for other Software.
SAP HANA 平台包括 HANA Studio、Cockpit 與 Web IDE 元件。所有資料之模型化、分配、資料結構之建立和擴展 (包括限制 HANA 執行階段透過智慧資料存取使用之報表和虛擬報表) 均須透過 SAP HANA 相關應用程式來進行。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，搭配智慧資料存取一同使用。無論是否有相反之規定，均不允許 SAP HANA 相關應用程式分配授權供其他軟體使用之限制 HANA 執行階段的表格資料。

19.5.4. Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:
客戶得使用經授權的 SAP 工具匯出資料，並僅得在下列一種或多種版本中使用：

a) SAP HANA, enterprise edition
SAP HANA (企業版)

b) SAP HANA, standard edition
SAP HANA (標準版)

c) SAP Cloud Platform, SAP HANA service
SAP Cloud Platform, SAP HANA service

d) SAP HANA Cloud
SAP HANA Cloud

e) SAP Data Warehouse Cloud
SAP Data Warehouse Cloud

19.5.5. Use of the SAP HANA Studio, Cockpit and Web IDE components 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 or Web IDE. Such custom views may be accessed by SAP BI tools or non-SAP BI tools that are certified by SAP, as set forth on https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=v:326;v:405;v:352;v:86a26c34-126d-4a6d-a3c5-6c73deca1020.
SAP HANA Studio、Cockpit 與 Web IDE 元件之使用，僅限於為 Limited HANA Runtime 資料庫執行個體，進行管理、監控及建立自訂視圖。所有報表製作必須透過 SAP HANA 相關應用程式或採用 HANA Studio 或 Web IDE 而建立之自訂視圖來進行。此等自訂視圖得透過經 SAP 認證之 SAP BI 工具或非 SAP BI 工具存取，SAP 認證工具的相關資訊載於此處：https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=v:326;v:405;v:352;v:86a26c34-126d-4a6d-a3c5-6c73deca1020。

19.5.6. NLS for BW includes a runtime license of SAP IQ solely for Use with SAP BW.
NLS for BW 包括 SAP IQ 的執行階段授權，惟僅限與 SAP BW 搭配使用。

19.5.7. **SAP BusinessObjects Enterprise on Limited HANA Runtime**: When used as a runtime database for SAP BusinessObjects Enterprise, Limited HANA Runtime may be used:
限制 HANA 執行階段上的 SAP BusinessObjects Enterprise：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：

a) as a database for the Central Management Server (CMS) repository;
Central Management Server (CMS) 儲存庫的資料庫；

b) as an audit database for the BI Platform; and
BI 平台的一個稽核資料庫；以及

c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.
適用於 SAP HANA 元件的 SAP BusinessObjects Design Studio 執行階段平台。

19.5.8. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.
ASE 執行階段資料庫包括僅供災後復原用途的複寫功能。

19.5.9. The license fee Limited HANA Runtime is calculated on the basis of the HANA SAP Application Value for Customer's. Customer shall pay additional license fees for Limited HANA Runtime in the event Customer's HANA SAP Application Value for the SAP HANA Related Apps increases.
根據客戶 SAP HANA 相關應用程式的 HANA SAP Application Value 計算限制 HANA 執行階段授權費用；若客戶 SAP HANA 相關應用程式的 HANA SAP Application Value 增加，則客戶應額外支付限制 HANA 執行階段授權費用。

19.5.10. Customer acknowledges that Customer 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.
客戶確認客戶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 HANA 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。

19.6. **SAP HANA, data privacy option**: Use is limited solely to the SAP HANA Data Masking Engine, SAP HANA Data Anonymization Engine, Column Encryption, and Shared SAP Business Application Authorizations.
SAP HANA：資料隱私權選項：限用於 SAP HANA Data Masking Engine、SAP HANA Data Anonymization Engine, Column Encryption 與共用的 SAP 企業應用程式授權。

19.7. **SAP HANA, information management option**: Includes SAP HANA Smart Data Integration and Smart Data Quality.
SAP HANA：資訊管理選項：包括 SAP HANA：智慧資料整合與智慧資料品質。

19.8. **SAP HANA, predictive option**: Use is limited solely to the HANA PAL/R engine, Automated Predictive Library (APL), and TensorFlow integration.
SAP HANA：預測選項：限使用 HANA PAL/R 引擎、Automated Predictive Library (APL) 與 TensorFlow 整合。

19.9. **SAP HANA, data replication option**: Includes the following Runtime Software: SAP Data Integrator, SAP Landscape Transformation Replication Server ("SLT"), and SAP SQL Anywhere Advanced Edition. 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 shall be limited solely to exchanging data between Data Sources and SAP HANA.
SAP HANA：資料複製選項：包括下列執行階段軟體：SAP Data Integrator、SAP Landscape Transformation Replication Server (以下稱「SLT」) 和 SAP SQL Anywhere (進階版)。此類執行階段軟體之使用應僅限僅從資料來源擷取資料至 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) 的使用目的應僅限於 Data Sources 及 SAP HANA 間資料交換。

19.10. **SAP HANA, search and text option**: Use is limited solely to the SAP HANA Search Engine and Text Analysis Engine.
SAP HANA：搜尋和內文選項：使用僅限於 SAP HANA 搜尋引擎和文字分析引擎。

19.11. **SAP HANA, spatial and graph option**: Use is limited solely to the SAP HANA Spatial Engine and Graph Engine. Use of SAP HANA Spatial Engine is also governed by the HERE MAP DATA BY HERE directory terms, which can be located in Section 7 of Exhibit 5 to Chapter 3 of this SAP Software Use Rights document.
SAP HANA：地理空間和圖形選項：使用僅限於 SAP HANA 地理空間引擎和圖形引擎。SAP HANA 地理空間引擎之使用，亦應受到 HERE MAP DATA BY HERE 指導條款之規範；前述條款可查閱本 SAP 軟體使用授權文件第 3 章附錄 5 第 7 條。

19.12. **SAP HANA, streaming analytics option**: The total number of cores across all machines on which SAP HANA Streaming Analytics may be installed and Used must not exceed 8 cores per 64GB of memory in the HANA system. Streaming Lite is included and can be integrated with SAP HANA Streaming Analytics project.
SAP HANA：串流分析選項：可能安裝 SAP HANA 串流分析的所有機器中的核心總數與使用數在 HANA 系統中每 64GB 記憶體不得超過 8 個核心。已隨附 Streaming Lite 且可與 SAP HANA 串流分析專案進行整合。

19.13. **SAP HANA, active/active read-enabled option**: SAP HANA use is limited to read operations only on the secondary, in SAP HANA system replication scenario. Customer must license an equal number of SAP HANA active/active read-enabled units to correspond to the number of SAP HANA units associated with the primary SAP HANA instance.
SAP HANA：主動/主動讀取許可選項：SAP HANA 的使用方式受限於在次要 SAP HANA 系統複寫方案中進行僅限讀取操作。客戶必須授權相同數量的 SAP HANA 雙主動式 (啟用讀取) 單位，以對應於與主要 SAP HANA 執行個體相關聯的 SAP HANA 單位。

19.14. **SAP HANA, active/active read-enabled option for HANA runtime**: SAP HANA use is limited to read operations only on the secondary, in SAP HANA system replication scenario. Customer shall pay additional license fees for SAP HANA active/active read-enabled option for HANA runtime in the event Customer's HANA SAP Application Value increases.
SAP HANA：針對 HANA 執行階段的主動/主動讀取許可選項：SAP HANA 的使用方式受限於在次要 SAP HANA 系統複寫方案中進行僅限讀取操作。若客戶的 HANA SAP Application Value 增加，則客戶應就 SAP HANA：針對 HANA 執行階段的主動/主動讀取許可選項支付額外授權費用。

19.15. **SAP Near-line storage for SAP BW and SAP BW/4HANA**: SAP Near-line storage for SAP BW and SAP BW/4HANA includes a runtime license of SAP IQ. Use of SAP IQ is limited to a maximum of 32 cores, solely for Use with SAP BW or BW/4HANA. This runtime license of SAP IQ is also available for Use as a cold store for data tiering optimization in SAP BW/4HANA.
SAP Near-Line Storage (適用於 SAP BW 與 SAP BW/4HANA)：SAP Near-line storage for SAP BW 與 SAP BW/4HANA 包括 SAP IQ 的執行階段授權。SAP IQ 之使用上限最高為 32 個核心，僅限與 SAP BW 或 BW/4HANA 搭配使用。SAP IQ 的此執行階段授權亦可供做為 SAP BW/4HANA 中資料分層最佳化的不常用儲存區使用。

19.16. **SAP HANA, runtime edition for applications and SAP BW licensed by HANA SAP Application Value**: SAP HANA, runtime edition for applications and SAP BW is a runtime database ("HANA REAB") licensed for Use in conjunction with Customer's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Customer ("HANA REAB Supported Software") in accordance with the terms herein.
HANA SAP Application Value 授權之 SAP HANA (應用程式和 SAP BW 執行時期版)：SAP HANA (應用程式和 SAP BW 執行時期版) 是一個執行階段資料庫 (以下稱「HANA REAB」)，授權予客戶搭配軟體和/或第三方軟體使用，且僅以客戶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。

19.16.1. **REAB Runtime Software Rights**: The HANA REAB license includes the following Runtime Software:
REAB 執行階段軟體權利：HANA REAB 授權包括下列執行階段軟體：

a) SAP HANA Platform;
SAP HANA 平台；
b) SAP Data Integrator ('DI");
SAP Data Integrator (以下稱「DI」)；
c) SAP Smart Data Integration ("SDI");
SAP Smart Data Integration (以下稱「SDI」)；
d) SAP Landscape Transformation replication server ("SLT");
SAP Landscape Transformation Replication Server (以下稱「SLT」)；
e) SAP ASE and MaxDB databases;
SAP ASE 與 MaxDB 資料庫；
f) SAP HANA Data Warehousing Foundation (limited solely to Data Distribution Optimizer and Data Lifecycle Manager components);
SAP HANA 資料倉儲基礎 (僅限於資料散佈最佳化工具及資料生命周期管理元件)；
g) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator；
h) SAP Near-line storage for SAP BW and SAP BW/4HANA;
SAP Near-line storage for SAP BW 與 SAP BW/4HANA；
i) SAP HANA Rules Framework;
SAP HANA 規則架構；
j) SAP HANA, data privacy option;
SAP HANA：資料隱私權選項；
k) SAP HANA, predictive option;
SAP HANA：預測選項；
l) SAP HANA, spatial and graph option;
SAP HANA：地理空間和圖形選項；
m) SAP HANA, search and text option;
SAP HANA：搜尋和內文選項；
n) SAP HANA, Smart Data Quality ("SDQ");
SAP HANA 智慧資料品質 (簡稱「SDQ」)；
o) SAP HANA, native storage extension.
SAP HANA：原生儲存區延伸。

19.16.2. SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access 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. Notwithstanding anything to the contrary, HANA REAB Supported Software is not allowed to distribute data from tables residing in HANA REAB licensed for other Software. For example, SAP Data Services licensed with HANA REAB is not allowed to distribute data from HANA REAB licensed for SAP S/4HANA.
SAP HANA 平台包括 HANA Studio、Cockpit 與 Web IDE 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 透過智慧資料存取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，搭配智慧資料存取一同使用。HANA REAB 若授權供其他軟體使用，即不允許 HANA REAB 支援的軟體分配該 HANA REAB 之表格資料。針對上述情形，任何相反之規定不予適用。例如，對於授權供 SAP S/4HANA 使用的 HANA REAB，與 HANA REAB 搭配授權的 SAP Data Services 不得自上開 HANA REAB 分配資料。

19.16.3. Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:
客戶得使用經授權的 SAP 工具匯出資料，並僅得在下列一種或多種版本中使用：

a) SAP HANA, enterprise edition
SAP HANA (企業版)
b) SAP HANA, standard edition
SAP HANA (標準版)
c) SAP Cloud Platform, SAP HANA service
SAP Cloud Platform, SAP HANA service
d) SAP HANA Cloud
SAP HANA Cloud
e) SAP Data Warehouse Cloud
SAP Data Warehouse Cloud

19.16.4. Use of the SAP HANA Studio, Cockpit and Web IDE components 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 or Web IDE. Such custom views may be accessed by SAP BI tools or non-SAP BI tools that are certified by SAP, as set forth on https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=v:326;v:405;v:352;v:86a26c34-126d-4a6d-a3c5-6c73deca1020.
SAP HANA Studio、Cockpit 與 Web IDE 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。所有報表製作必須透過 HANA REAB 支援軟體進行，或透過使用 HANA Studio 或 Web IDE 建立之自訂視圖來進行。此等自訂視圖得透過經 SAP 認證之 SAP BI 工具或非 SAP BI 工具存取，SAP 認證工具的相關資訊載於此處：https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=v:326;v:405;v:352;v:86a26c34-126d-4a6d-a3c5-6c73deca1020。

19.16.5. **SAP BusinessObjects Enterprise on REAB**: When used as a runtime database for SAP BusinessObjects Enterprise, HANA REAB may be used:
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：

a) as a database for the Central Management Server (CMS) repository;
Central Management Server (CMS) 儲存庫的資料庫；
b) as an audit database for the BI Platform; and
BI 平台的一個稽核資料庫；以及
c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.
適用於 SAP HANA 元件的 SAP BusinessObjects Design Studio 執行階段平台。

19.16.6. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.
ASE 執行階段資料庫包括僅供災後復原用途的複寫功能。

19.16.7. The license fee for HANA REAB is calculated on the basis of the HANA SAP Application Value for Customer's HANA REAB Supported Software. Customer shall pay additional license fees for HANA REAB in the event Customer's HANA SAP Application Value increases.
HANA REAB 的授權費用依據客戶之 HANA REAB 支援軟體的 HANA SAP 應用程式價值計算。若客戶的 HANA SAP 應用程式價值增加，則客戶應就 HANA REAB 支付額外的授權費用。

19.16.8. Customer acknowledges that Customer 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.
客戶確認客戶可能必須安裝與 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。

19.17. **SAP HANA, runtime edition for applications and SAP BW –Partial licensed by HANA SAP Application Value** ("**HANA REAB-Partial**"): The license fee for HANA REAB-Partial is calculated on the basis of the HANA SAP Application Value for Customer's HANA REAB Supported Software (defined below).
SAP HANA (應用程式和 SAP BW 執行時期版) – HANA SAP Application Value 部分授權 (以下稱「**HANA REAB-Partial**」)：HANA REAB-Partial 的授權費用係依據客戶之 HANA REAB 支援軟體的 HANA SAP Application Value 計算 (定義如下)。

19.17.1. HANA REAB-Partial licensed for Use in conjunction with Customer's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Customer ("HANA REAB Supported Software") in accordance with the terms herein.
HANA REAB-Partial 授權予客戶搭配軟體和/或第三方軟體使用，且僅以客戶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。

19.17.2. **HANA REAB-Partial Runtime Software Rights**: The HANA REAB-Partial license includes the following Runtime Software:
HANA REAB-Partial 執行階段軟體權利：HANA REAB-Partial 授權包括下列執行階段軟體：

a) SAP HANA Platform;
SAP HANA 平台；
b) SAP Data Integrator ('DI");
SAP Data Integrator (以下稱「DI」)；
c) SAP Smart Data Integration ("SDI");
SAP Smart Data Integration (以下稱「SDI」)；
d) SAP Landscape Transformation replication server ("SLT");
SAP Landscape Transformation Replication Server (以下稱「SLT」)；
e) SAP ASE and MaxDB databases;
SAP ASE 與 MaxDB 資料庫；
f) SAP HANA Data Warehousing Foundation (limited solely to Data Distribution Optimizer and Data Lifecycle Manager components);
SAP HANA 資料倉儲基礎 (僅限於資料散佈最佳化工具及資料生命周期管理元件)；

g) SAP Business Warehouse Accelerator;
SAP Business Warehouse Accelerator；
h) SAP Near-line storage for SAP BW and SAP BW/4HANA;
SAP Near-line storage for SAP BW 與 SAP BW/4HANA；
i) SAP HANA Rules Framework;
SAP HANA 規則架構；
j) SAP HANA, data privacy option;
SAP HANA：資料隱私權選項；
k) SAP HANA, predictive option;
SAP HANA：預測選項；
l) SAP HANA, spatial and graph option;
SAP HANA：地理空間和圖形選項；
m) SAP HANA, search and text option;
SAP HANA：搜尋和內文選項；
n) SAP HANA Smart Data Quality ("SDQ")
SAP HANA 智慧資料品質 (以下稱稱「SDQ」)；
o) SAP HANA native storage extension.
SAP HANA：原生儲存區延伸。

19.17.3. SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA REAB-Partial must be performed via the HANA REAB Supported Software. Use of DI, SDI and SLT is limited solely to loading data into HANA REAB-Partial 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. Notwithstanding anything to the contrary, HANA REAB Supported Software is not allowed to distribute data from tables residing in HANA REAB-Partial licensed for other Software. For example, SAP Data Services licensed with HANA REAB-Partial is not allowed to distribute data from HANA REAB-Partial licensed for SAP S/4HANA.
SAP HANA 平台包括 HANA Studio、Cockpit 與 Web IDE 元件。所有資料之模型化、分配、資料結構之建立和擴展 (包括 HANA REAB-Partial 透過智慧資料存取使用之報表和虛擬報表) 均須透過 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-Partial 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，搭配智慧資料存取一同使用。無論是否有相反之規定，均不允許 HANA REAB 支援軟體分配授權供其他軟體使用之 HANA REAB-Partial 的表格資料。例如，與 HANA REAB-Partial 搭配授權的 SAP Data Services，不得自授權供 SAP S/4HANA 使用的 HANA REAB-Partial 分配資料。

19.17.4. Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:
客戶得使用經授權的 SAP 工具匯出資料，並僅得在下列一種或多種版本中使用：

a) SAP HANA, enterprise edition
SAP HANA (企業版)
b) SAP HANA, standard edition
SAP HANA (標準版)
c) SAP Cloud Platform, SAP HANA service
SAP Cloud Platform, SAP HANA service
d) SAP HANA Cloud
SAP HANA Cloud
e) SAP Data Warehouse Cloud
SAP Data Warehouse Cloud

19.17.5. Use of the SAP HANA Studio, Cockpit and Web IDE components is limited solely to administering, monitoring and creating custom views for the HANA REAB-Partial database instance. All reporting must be performed via the HANA REAB Supported Software or via custom views created using HANA Studio or Web IDE. Such custom views may be accessed by SAP BI tools or non-SAP BI tools that are certified by SAP, as set forth on https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=v:326;v:405;v:352;v:86a26c34-126d-4a6d-a3c5-6c73deca1020.
SAP HANA Studio、Cockpit 與 Web IDE 元件之使用，僅限於為 HANA REAB-Partial 資料庫執行個體進行管理、監控及建立自訂視圖。所有報表製作必須透過 HANA REAB 支援軟體進行，或透過使用 HANA Studio 或 Web IDE 建立之自訂視圖來進行。此等自訂視圖得透過經 SAP 認證之 SAP BI 工具或非 SAP BI 工具存取，SAP 認證工具的相關資訊載於此處：https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=v:326;v:405;v:352;v:86a26c34-126d-4a6d-a3c5-6c73deca1020。

19.17.6. **SAP BusinessObjects Enterprise on SAP REAB-Partial**: When used as a runtime database for SAP BusinessObjects Enterprise, HANA REAB - Partial may be used:
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：

a) as a database for the Central Management Server (CMS) repository;
Central Management Server (CMS) 儲存庫的資料庫；
b) as an audit database for the BI Platform; and
BI 平台的一個稽核資料庫；以及

c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.
適用於 SAP HANA 元件的 SAP BusinessObjects Design Studio 執行階段平台。

19.17.7. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.
ASE 執行階段資料庫包括僅供災後復原用途的複寫功能。

19.17.8. Customer acknowledges that Customer 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.
客戶確認客戶可能必須安裝與 HANA REAB-Partial 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-Partial 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-Partial 使用之第三方軟體的其他版本，及/或其他資料庫產品。

19.18. **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**: 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 Section 2, sub-section 2.8 of these Use Terms.
SAP HANA (企業版)；SAP HANA (應用程式和 SAP BW 執行時期版)；及 SAP HANA：資訊管理選項之 Twitter API 使用條款：以下應適用於 SAP HANA (企業版)；SAP HANA (應用程式和 SAP BW 執行時期版)；及 SAP HANA：資訊管理選項：使用 Twitter API，其應受本使用條款第 2 條第 2.8 款所含之第三方網路服務條款所拘束。

19.19. **SAP HANA Cold Data Tiering**: Includes SAP Data Intelligence components which may solely be used for SAP HANA cold data tiering scenarios. Use is limited to data transfers between SAP HANA and SAP Data Intelligence distributed runtime (Vora) or Vora supported sources. Access and querying of cold tiered data is allowed via the primary HANA system only.
SAP HANA 冷資料層級：包含 SAP Data Intelligence 元件，僅得使用於 SAP HANA 冷資料層級情境。限用於 SAP HANA 與 SAP Data Intelligence 執行時期 (Vora) 或 Vora 所支援來源間之資料傳輸。冷層級資料之存取與查詢僅得透過主要的 HANA 系統進行。

19.20. **SAP HANA Client Software**: Customer may market and sublicense the HANA Client Software only for use in conjunction with Customer's own products. Any Third Party Products contained in or provided with the HANA Client Software may only be used as part of the HANA Client Software. Customer must not charge any third party a fee or any other form of consideration for access to, or use of, the HANA Client Software. Customer may not install files, as set forth at https://wiki.scn.sap.com/wiki/display/SAPHANA/SAP+HANA+Client+redistributable+files, into the HANA Client Software default install path.
SAP HANA 用戶端軟體：客戶僅得在與客戶自身產品搭配使用時，行銷及轉授權 HANA 用戶端軟體。HANA 用戶端軟體內所含或與其一起提供之任何第三方產品，僅得作為 HANA 用戶端軟體之一部分使用。客戶不得就 HANA 用戶端軟體之存取、使用，向任何第三方收取費用或任何其他形式之報酬。客戶不得在 HANA 用戶端軟體預設安裝路徑中，安裝以下位址所述的檔案：https://wiki.scn.sap.com/wiki/display/SAPHANA/SAP+HANA+Client+redistributable+files。

20. FOCUSED BUSINESS SOLUTIONS.
焦點業務方案。

20.1. **Special support**: 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 https://support.sap.com/fbs (inclusive of any successor site(s) made known by SAP, the "Strategy & Conditions Site").
特殊支援：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：https://support.sap.com/fbs (其中包含任何 SAP 公佈的後續網站，以下稱「策略與條件網站」)。

20.2. **Strategy & Conditions Site**: The Strategy & Conditions Site is hereby amended to include the following terms:
策略與條件網站：「策略與條件網站」現修訂為包含下列條款：

12.2.1 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 Customer.
12.2.1 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，且客戶必須另外授權與安裝該版本。

12.2.2 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).
12.2.2 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。

12.2.3 Mainstream and extended maintenance dates for FBS Software are targets, and therefore subject to change by SAP.
12.2.3 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。

12.2.4 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.
12.2.4 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。

21. REPEATABLE CUSTOM SOLUTION (“RCS”) SOFTWARE.
REPEATABLE CUSTOM SOLUTION (「RCS」) 軟體

21.1. **Prerequisite to use**: 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://support.sap.com/rcs (the “RCS Strategy & Conditions Site”) and/or the Documentation. Special support strategy and conditions apply for RCS Software. SAP and Customer 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.
使用前提要件：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)，且必須遵循以下網站中的特定使用條件：https://support.sap.com/rcs (以下稱「RCS 策略與條件網站」) 和/或文件中的特定使用條件。特殊支援策略與條件適用於 RCS 軟體。SAP 和客戶同意向 RCS 軟體提供支援，前開支援規定於 RCS 策略與條件網站上，針對 RCS 適用之 SAP 產品特定支援附錄。

21.2. **Not standard software**: 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. Customer must fully test the RCS before using it in live operation. The standard language in which the RCS and its Documentation will be provided is English. SAP reserves the right to release individual versions of the RCS or its Documentation in additional languages. 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.
非標準軟體：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。客戶必須先充分測試 RCS，然後再將其用於現場作業。提供 RCS 和其文件的標準語言為英文。SAP 保留以其他語言發行 RCS 個別版本或其文件的權利。SAP 對於在本合約下授權的任何功能沒有轉移到 SAP 的標準軟體之義務，亦沒有讓 RCS 與新發行版本或基礎軟體的版本相容之義務。

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.
客戶應將 Oracle 軟體僅指派給獨資或擁有多數股權之子公司。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/地區。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 的使用條件(企業版)

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**」，在您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.
「**用戶端軟體**」，允許電子裝置 (以下稱「**裝置**」) 存取或利用伺服器軟體。

1. OVERVIEW
概觀

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。軟體係由 SAP 依據統一解決方案及該統一解決方案之使用者數量進行授權。

1.3. Licensing Terminology.
授權術語。

- 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 1 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.
     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：

- 1 physical operating system environment;
  1 個實體作業系統環境；
- 1 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.
  伺服器陣列：「伺服器陣列」係指您所擁有並控制日常運作的任何資料中心或資料中心群組。
- 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，對於該等軟體新增之重要與主要功能，且可能包括由 SAP 交付與授權自第三方取得之軟體。

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在 SAP 對您所為之授權，除該授權期滿或終止外，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。

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
額外授權要求及/或使用權利。

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:
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。軟體不得用於：

i. to develop any new software applications;
開發任何新的軟體應用程式；

ii. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
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. as a standalone software application.
作為單獨的軟體應用程式。

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.
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。

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 地圖報表項目。Power View 與 SQL Reporting Services Map Item 二者均包含 Bing Maps 之使用。您僅可在 Power View 或 SQL Reporting Services Map 項目中使用 Bing Maps 所提供的內容，包括地理編碼。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。倘若且只要軟體僅與統一解決方案搭配使用，且為統一解決方案之一部份，您即可使用位於伺服器陣列內部及外部伺服器上的軟體。

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:
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、應用程式管理或資料中心管理服務 (包括對資料中心之伺服器硬體，進行操作、維護與控制 (以下稱「委外公司」)，並安裝統一解決方案或使他人將其安裝在委外公司所擁有、操作、維護與控制之伺服器上，但前提是：

i. except for Microsoft Azure, all such server hardware on which the Unified Solution has been installed is and, for the period of time the Unified Solution is installed on such server hardware, remains physically dedicated to you for your own use; and
除 Microsoft Azure 外，所有此類所有伺服器硬體均已安裝統一解決方案，並在統一解決方案安裝在此類伺服器硬體的期間內，實際供您自身使用；且

ii. you have entered into to a written agreement that protects the Unified Solutions and the software on commercially reasonable terms.
您已依據商業上合理條款簽訂書面合約，以保護統一解決方案與軟體。

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.
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).
容錯移轉伺服器。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移轉執行個體，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。

3.7. Microsoft Azure
Microsoft Azure

"**Qualified license**" means a valid support agreement to include Embedded Maintenance with SAP
「**合格授權**」係指有效的支援合約，以納入 SAP 內嵌式維護

Subject to a valid support agreement "Qualified License" End User may consume the Microsoft Azure Data Services identified in the table below in the indicated ratios.
依據有效的支援合約規定，「合格授權」終端使用者得依據下表明定之比例，使用 Microsoft Azure 資料服務。

Qualified License 合格授權	Microsoft Azure Data Service Microsoft Azure 資料服務	Ratio of Qualified Licenses to Azure v Cores 合格授權 Azure 與核心之比例
SQL Server Enterprise SQL Server Enterprise	SQL Server Enterprise Virtual Machines SQL Server Enterprise 虛擬機器	Right to use the software as set forth in the license granted by SAP to you to use the Unified Solution. 依據 SAP 授予您使用統一解決方案之授權所規定的軟體使用權。

End Users will not be charged for the usage of a SQL Server Enterprise Virtual Machines but must still pay for the applicable fees of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with their use of the services (as applicable).
終端使用者不會被收取使用 SQL Server Enterprise 虛擬機器的費用，但仍須支付與服務使用相關之運算 (即基礎費率)、儲存和備份，以及輸入/輸出之費用 (如有適用)。

4. THIRD PARTY NOTICES
第三方通知

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.
軟體可能含有第三方程式碼，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
網際網路服務

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft 針對軟體提供網際網路服務。但該公司可能隨時變更或取消這些服務。

6. BENCHMARK TESTING
基準測試

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).
您必須事先取得 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
.NET FRAMEWORK 軟體

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.
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對 .NET Framework 軟體的使用行為。

8. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING
MICROSOFT .NET FRAMEWORK 基準測試

The software includes 1 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.
軟體包含一或多項 .NET Framework 元件 (以下稱「.NET 元件」)。您可針對這些元件進行內部基準測試，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
授權範圍

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
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。

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在任何裝置上使用此軟體的權利，並不授予您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
備份副本

You may make 1 backup copy of the software media. You may use it only to create instances of the software.
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
文件

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
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
不得轉售軟體

You may not sell software marked as "NFR" or "Not for Resale."
您不得販售標示為「NFR」或「不得轉售」之軟體。

13. ACADEMIC EDITION SOFTWARE
校園版軟體

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.
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
移轉至第三方

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.
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移轉之行為及使用軟體之行為，之後才能進行移轉。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
出口限制

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.
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
完整合約

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.
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
法律效力

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.
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。

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不容錯

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本軟體並不容錯。SAP 已針對您獲授權之整合軟體應用程式或應用程式套件中的軟體使用方式做出自主決定，且 MICROSOFT 依賴 SAP 執行充足測試以確定軟體適合作此用途。

19. NO WARRANTIES BY MICROSOFT
MICROSOFT 不提供保固

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.
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20. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES
MICROSOFT 無特定損害賠償責任

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).
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21. FOR AUSTRALIA ONLY
僅適用於澳洲

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.
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。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。

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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。因此您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，除非您已取得或自行以其他方式擁有相同用戶端/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，即表示您聲明並保證您已為 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 授權經銷商取得用戶端/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

Deployment of SQL Server 2012 and newer:
SQL Server 2012 及較新版本之部署

a) Outsourcing Company.
委外公司。

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:
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、應用程式管理或資料中心管理服務 (包括對資料中心之伺服器硬體，進行操作、維護與控制 (以下稱「委外公司」)，並安裝統一解決方案或使他人將其安裝在委外公司所擁有、操作、維護與控制之伺服器上，但前提是：

i. except for Microsoft Azure, all such server hardware on which the Unified Solution has been installed is and, for the period of time the Unified Solution is installed on such server hardware, remains physically dedicated to you for your own use and
除 Microsoft Azure 外，所有此類所有伺服器硬體均已安裝統一解決方案，並在統一解決方案安裝在此類伺服器硬體的期間內，實際供您自身使用；且
ii. you have entered into to a written agreement that protects the Unified Solutions and the software on commercially reasonable terms.
您已依據商業上合理條款簽訂書面合約，以保護統一解決方案與軟體。

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.
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。

b) Microsoft Azure
Microsoft Azure

"**Qualified license**" means a valid support agreement to include Embedded Maintenance with SAP.
「**合格授權**」係指有效的支援合約，以納入 SAP 內嵌式維護。

Subject to a valid support agreement "Qualified License" End User may consume the Microsoft Azure Data Services identified in the table below in the indicated ratios.
依據有效的支援合約規定，「合格授權」終端使用者得依據下表明定之比例，使用 Microsoft Azure 資料服務。

If an End user wishes to use Azure Hybrid Benefit for SQL Server to consume two or more Microsoft Azure Data Services, one or more Licenses must be allocated for each service.
倘終端使用者希望使用 Azure Hybrid Benefit (適用於 SQL Server)，以利用兩項以上的 Microsoft Azure 資料服務，每一服務須分配一個以上的授權。

Qualified License 合格授權	Microsoft Azure Data Service Microsoft Azure 資料服務	Ratio of Qualified Licenses to Azure vCores 合格授權 Azure 與核心之比例
SQL Server Standard SQL Server Standard	SQL Server Standard Virtual Machines SQL Server Standard 虛擬機器	Right to use the software as set forth in the license granted by SAP to you to use the Unified Solution. 依據 SAP 授予您使用統一解決方案之授權所規定的軟體使用權。

End Users will not be charged for the usage of a Microsoft Azure Data Service, but they must still pay for the applicable of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with their use of the services (as applicable). End Users may supplement workloads running under Azure Hybrid Benefit for SQL Server with fully metered Azure services.
終端使用者不會被收取使用 Microsoft Azure 資料庫的費用，但仍須支付與服務使用相關之運算 (即基礎費率)、儲存和備份，以及輸入/輸出之費用 (如有適用)。終端使用者得以充分計量的 Azure 服務，補充依據 Azure Hybrid Benefit (適用於 SQL Server) 運作之工作負荷量。

End User may not concurrently allocate a License to Azure Hybrid Benefit for SQL Server and assign the same License to a Server dedicated to its use, except on a one-time basis, for a period not to exceed 180 days, to allow End User to migrate those workloads to Azure.
終端使用者不得同時將一項授權分配授權至 Azure Hybrid Benefit (適用於 SQL Server)，並指派相同授權授權至專供自身使用之伺服器，除此係在不超過 180 天期間內，為使終端使用者將工作負荷移轉至 Azure 所為之一次性授權。

End User may reassign Licenses allocated for use with Azure Hybrid Benefit for SQL Server to a Server dedicated to End User provided Licenses must remain allocated for use under this benefit for a minimum of 90 days after a workload is migrated.
終端使用者得重新指派 授權，該授權係為與 Azure Hybrid Benefit (適用於 SQL Server) 搭配使用，而分配予終端使用者專用伺服器，前提是工作負荷移入後，為符合本利益所為之使用，授權 須維持在分配狀態至少 90 天。

Fail-over Rights
容錯移轉權利

When allocating SQL Server Licenses for use with SQL Server Virtual Machines under the Azure Hybrid Benefit for SQL Server, End User may also run passive fail-over Instances on Microsoft Azure in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over Instances must not exceed the number of Licenses required to run the corresponding SQL Server Virtual Machine under the Azure Hybrid Benefit.
當分配 SQL Server 授權，以供 Azure Hybrid Benefit (適用於 SQL Server) 產品項下的 SQL Server 虛擬機器搭配使用時，倘預期發生容錯移轉事件，終端使用者亦得於 Microsoft Azure 上執行被動容錯移轉執行個體。執行被動容錯移轉所需之授權數量，不得超過執行 Azure Hybrid Benefit 產品項下對應 SQL Server 虛擬機器所需之 授權 數量。

Conditions for the Use of Microsoft SQL Server 2017, Standard Edition (Core-based Runtime and Server CAL Runtime) Software

Microsoft SQL Server 2017 (標準版) (核心執行階段和伺服器 CAL 執行階段) 軟體使用條件

IMPORTANT NOTE: These "Conditions for the Use of the Microsoft SQL Server 2017, Standard Edition" apply to Microsoft SQL Server Standard Edition version 2017 (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 2017 (標準版) 使用條件」適用於 2017 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。

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.
概觀。

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 + 用戶端 – 執行伺服器軟體的作業系統環境 (OSE) 數目，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**
授權術語

- 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。

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.
授權伺服器：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 subject to a minimum of four licenses per processor.
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。倘您選擇此選項，則授權所需數量與伺服器上的實體核心數量相同，此係以每處理商至少享有四個授權之條件為前提。

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。對於您根據第 2.2(a) 條所述而指派所需授權數的每台伺服器，您可以在授權伺服器上的實體 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 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 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。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 OSE 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。

- Documentation Components
  文件元件
- Data Quality Client
  Data Quality Client
- Client Connectivity SDK
  用戶端連線 SDK
- Client Quality Connectivity
  用戶端 Quality Connectivity
- Client Tools SDK
  用戶端工具 SDK
- Client Tools Backwards Compatibility
  用戶端工具 Backward Compatibility
- Client Tools Connectivity
  用戶端工具連線能力
- Distributed Replay Client
  Distributed Replay Client
- Distributed Replay Controller
  Distributed Replay Controller

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「用戶端存取授權 (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 + 用戶端存取授權模式的使用權利

3.1. Runtime-Restricted Use Software. The software is “Runtime-Restricted Use” software; as such, it may only be used to run the integrated software turnkey application or suite of applications delivered to you by or on behalf of the Licensor (the “Unified Solution”) solely as part of the Unified Solution. The software may not be used either:
執行階段受限使用軟體。本軟體是「執行階段受限使用」軟體，其因此僅得用於執行由授權人或其代表交付，作為統一解決方案一部分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」)。軟體不得用於：

i. to develop any new software applications;
開發任何新的軟體應用程式；

ii. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
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. as a standalone software application.
作為單獨的軟體應用程式。

The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.
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。

3.2. 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。您可以重新指派軟體授權，但必須是在上次指派的 90 天之後。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。

3.3. **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。

3.4. **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 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 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：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 OSE 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。

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  用戶端工具 Backward Compatibility
- Client Tools Connectivity
  用戶端工具連線能力
- Distributed Replay Client
  Distributed Replay Client
- Distributed Replay Controller
  Distributed Replay Controller

3.5. 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)。

3.6. **Client Access Licenses** (**CALs**).
用戶端存取授權 (**CALs**)。

a) Initial Assignment of CALs. You must acquire and assign a SQL Server 2017 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 2017 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.
您的伺服器不需要具有 CAL 授權，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.
針對最多兩台裝置或兩位使用者，您不需要具有 CAL，即可存取伺服器軟體的執行個體，以供管理執行個體之用。
- 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 允許您存取較舊版本的伺服器軟體執行個體，但不允許存取較新版本。如果您要存取較舊版本的執行個體，則還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
從一台裝置或使用者永久重新指派至另一台裝置或使用者；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.
當第一台裝置故障或使用者缺席時，將裝置 CAL 暫時重新指派給借用裝置，或將使用者 CAL 重新指派給暫代員工。

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
額外授權要求及/或使用權利。

4.1. **SQL Server Platform Selection**: SQL Server Licenses are platform agnostic, and permit deployment and use on Windows or Linux platforms.
SQL Server 平台選取：SQL Server 授權並未針對特定平台，其允許在 Windows 或 Linux 平台上部署及使用。

4.2. **Alternative Versions and Editions**: In place of any permitted instance, you may create, store and use an instance of any earlier version, lower edition or an earlier version of a lower edition.
備選版本及相容版：您可建立、儲存及使用較舊版本、低階版或低階版較舊版本的執行個體。

- This agreement applies to your use of these other versions or editions in this manner. If the earlier version or edition includes components not covered in this agreement, the terms that are associated with those components in the earlier version or edition apply to your use of them. Microsoft is not obligated to supply any prior or different versions or editions of the software to you.
本合約適用於您以此方式使用之其他版本或相容版。倘較舊版本或舊版包括本合約未涵蓋之元件，當您使用此類元件時，應適用較舊版本或舊版中元件相關條款。Microsoft 並無提供任何早期或不同版本之義務。
- 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。

4.3. **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。

4.4. **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 (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.
  減少直接存取或使用軟體之裝置或使用者 (有時稱為「多路傳輸」或「集合」)，而不減少您所需任何種類授權的數量。

4.5. **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。

4.6. **SQL Server Reporting Services Map Report Item**: Reporting Services Map Item includes use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at http://go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at http://go.microsoft.com/fwlink/?LinkID=248686.
SQL Server Reporting Services 地圖報表項目：Reporting Services 地圖項目包括 Bing Maps 的使用。您僅可在 Reporting Services 地圖項目中使用 Bing Maps 所提供的內容，包括地理編碼。使用 Bing Maps 亦應受 http://go.microsoft.com/?linkid=9710837 中所載的 Bing Maps 終端使用者使用條款和 http://go.microsoft.com/fwlink/?LinkID=248686 中所載的 Bing Maps 隱私權聲明之規範。

4.7. **Included Microsoft Programs**: The software includes other Microsoft programs listed at http://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.
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本軟體需以金鑰安裝或存取。您應自行負責受指派金鑰的使用。您不得與第三方共用金鑰。您不得使用指派給第三方的金鑰。

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網際網路服務

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Microsoft 針對軟體提供網際網路服務。但該公司可能隨時變更或取消這些服務。

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基準測試

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.
您必須事先取得 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。

9. .NET FRAMEWORK SOFTWARE
.NET FRAMEWORK 軟體

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.
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對 .NET Framework 軟體的使用行為。

10. CANADA
加拿大

You may stop receiving updates by turning off the automatic update feature or by turning off Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.
您得關閉自動更新功能或網路存取，以停止接收更新通知。請參考產品文件，以了解如何關閉特定裝置或軟體的更新通知。

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  設法規避軟體內的任何技術限制；
- reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and only to the extent:
  對軟體進行還原工程、解譯或反向組譯，或以其他方式衍生軟體原始碼，但符合下列規定者不在此限：
  i. permitted by applicable law, despite this limitation; or
     雖有此限制，但由適用法律允許者；或
  ii. required to debug changes to any libraries licensed under the GNU Lesser Public License that are included with and linked to by the software; make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
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- 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設計介面) 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.
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備份副本

You may make one backup copy of the software media. You may use it only to create instances of the software.
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。

13. DOCUMENTATION
文件

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You may not sell software marked as “NFR” or “Not for Resale.”
您不得販售標示為「NFR」或「不得轉售」之軟體。

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移轉至第三方

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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.
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- supplements, and
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- Internet-based services
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1. OVERVIEW.
概觀。

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 + 用戶端：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**
授權術語

- **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.
授權伺服器：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。若您選擇此選項，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。若您選擇此選項，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：對於您根據第 2.2(a) 條所述而指派所需授權數的每台伺服器，您可以在授權伺服器上的實體 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
  用戶端工具連線能力
- 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「用戶端存取授權 (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 + 用戶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：您可以重新指派軟體授權，但必須是在上次指派的 90 天之後。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
  用戶端工具連線能力
- 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)
用戶端存取授權 (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.
您的伺服器不需要具有 CAL 授權，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.
針對最多兩台裝置或兩位使用者，您不需要具有 CAL，即可存取伺服器軟體的執行個體，以供管理執行個體之用。
- 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 允許您存取較舊版本的伺服器軟體執行個體，但不允許存取較新版本。如果您要存取較舊版本的執行個體，則還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
從一台裝置或使用者永久重新指派至另一台裝置或使用者；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.
當第一台裝置故障或使用者缺席時，將裝置 CAL 暫時重新指派給借用裝置，或將使用者 CAL 重新指派給暫代員工。

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 地圖報表項目：Power View 與 SQL Reporting Services 地圖項目二者均包含 Bing Maps 之使用。您僅可在 Power View 或 SQL Reporting Services 地圖項目中使用 Bing Maps 所提供的內容，包括地理編碼。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.
使用伺服器陣列內部及外部軟體：倘若且只要軟體僅與統一解決方案搭配使用，且為統一解決方案之一部份，您即可使用位於伺服器陣列內部及外部伺服器上的軟體。

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
第三方通知

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.

軟體可能含有第三方程式碼，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
網際網路服務

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft 針對軟體提供網際網路服務。但該公司可能隨時變更或取消這些服務。

7. BENCHMARK TESTING
基準測試

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).
您必須事先取得 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
.NET FRAMEWORK 軟體

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
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
MICROSOFT .NET FRAMEWORK 基準測試

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.
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
授權範圍

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:
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- 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。

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11. BACKUP COPY
備份副本

You may make one backup copy of the software media. You may use it only to create instances of the software.
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
文件

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
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
不得轉售軟體

You may not sell software marked as “NFR” or “Not for Resale.”
您不得販售標示為「NFR」或「不得轉售」之軟體。

14. ACADEMIC EDITION SOFTWARE
校園版軟體

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.
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
移轉至第三方

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.
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移轉之行為及使用軟體之行為，之後才能進行移轉。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
出口限制

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.
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
完整合約

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.
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
法律效力

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.
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
不容錯

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20. NO WARRANTIES BY MICROSOFT
MICROSOFT 不提供保固

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.
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21. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES
MICROSOFT 無特定損害賠償責任

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).
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22. FOR AUSTRALIA ONLY
僅適用於澳洲

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.
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。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。

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Microsoft® SQL Server™ 2008, Standard Edition (Server Proc Runtime) Software
Microsoft® SQL Server™ 2008 (標準版) (Server Proc Runtime) 軟體

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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

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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
概觀

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
授權術語

- **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.
  實體和虛擬處理器：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

a) **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.
授權伺服器：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。

i. 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：您必須先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。

(a) 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。

(b) 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。

b) Assigning the Required Number of Licenses to the Server:
將所需數量的授權指派給伺服器：

i. 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。

ii. 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。

c) **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。

d) **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
  用戶端工具連線能力
- 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:
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。軟體不得用於：

- to develop any new software applications;
  開發任何新的軟體應用程式；
- in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
  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
- 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.
  作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「用戶端存取授權 (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。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移轉執行個體。

4. INTERNET-BASED SERVICES
網際網路服務

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft 針對軟體提供網際網路服務。但該公司可能隨時變更或取消這些服務。

5. MICROSOFT .NET FRAMEWORK AND POWERSHELL SOFTWARE
MICROSOFT .NET FRAMEWORK 與 POWERSHELL 軟體

The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.
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
基準測試

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.
您必須事先取得 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
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.
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
授權範圍

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.
軟體係經授權使用，而非販售賣斷。本合約僅提供您使用軟體之權利。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，並不授予您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
備份副本

You may make one backup copy of the software media. You may use it only to create instances of the software.
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
文件

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
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
不得轉售軟體

You may not sell software marked as “NFR” or “Not for Resale.”
您不得販售標示為「NFR」或「不得轉售」之軟體。

12. ACADEMIC EDITION SOFTWARE
校園版軟體

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.
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
轉移至其他裝置

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.
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
移轉至第三方

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.
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移轉之行為及使用軟體之行為，之後才能進行移轉。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
出口限制

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.
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
完整合約

This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.
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
法律效力

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.
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
不容錯

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.
本軟體並不容錯。授權人已自行決定軟體在授權予您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
MICROSOFT 不提供保固

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.
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。

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Microsoft® SQL Server™ 2008, Standard Edition (Server CAL Runtime) Software
Microsoft® SQL Server™ 2008 (標準版) (Server CAL Runtime) 軟體

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- updates,
  任何
- supplements, and
  Microsoft 更新、
- Internet-based services
  補充程式、網際網路

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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
概觀

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**
授權術語

- **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.
   您可以重新指派軟體授權，但必須是在上次指派的 90 天之後。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
  Business Intelligence Development Studio
- Client Tools Backward Compatibility
  Client Tools Backward Compatibility
- Client Tools Connectivity
  用戶端工具連線能力
- 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

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)**
用戶端存取授權 (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.
  您的伺服器不需要具有 CAL 授權，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.
  針對最多兩台裝置或兩位使用者，您不需要具有 CAL，即可存取伺服器軟體的執行個體，以供管理執行個體之用。
- 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 允許您存取較舊版本的伺服器軟體執行個體，但不允許存取較新版本。如果您要存取較舊版本的執行個體，則還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
從一台裝置或使用者永久重新指派至另一台裝置或使用者；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.
當第一台裝置故障或使用者缺席時，將裝置 CAL 暫時重新指派給借用裝置，或將使用者 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:
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。軟體不得用於：

i. to develop any new software applications;
開發任何新的軟體應用程式；

ii. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
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. 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.
作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。

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.
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
網際網路服務

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft 針對軟體提供網際網路服務。但該公司可能隨時變更或取消這些服務。

5. NET FRAMEWORK AND POWERSHELL SOFTWARE
.NET FRAMEWORK 與 POWERSHELL 軟體

The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.
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
基準測試

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.
您必須事先取得 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
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.
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
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  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.
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9. BACKUP COPY
備份副本

You may make one backup copy of the software media. You may use it only to create instances of the software.
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
文件

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
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
不得轉售軟體

You may not sell software marked as “NFR” or “Not for Resale.”
您不得販售標示為「NFR」或「不得轉售」之軟體。

12. ACADEMIC EDITION SOFTWARE
校園版軟體

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.
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
轉移至其他裝置

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.
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
移轉至第三方

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.
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移轉之行為及使用軟體之行為，之後才能進行移轉。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
出口限制

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.
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
完整合約

This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.
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
法律效力

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.
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18. NOT FAULT TOLERANT
不容錯

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Microsoft® SQL Server™ 2012, Standard Edition (Server CAL Runtime) Software
Microsoft® SQL Server™ 2012 (標準版) (Server CAL Runtime) 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 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 + 用戶端 – 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**
授權術語

- 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.
授權伺服器：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。若您選擇此選項，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。若您選擇此選項，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：於您根據第 2.2(a) 條所述而指派所需授權數的每台伺服器，您可以在授權伺服器上的實體 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
  Business Intelligence Development Studio
- Client Tools Backward Compatibility
  Client Tools Backward Compatibility
- Client Tools Connectivity
  用戶端工具連線能力
- Client Tools SDK
  用戶端工具 SDK
- Data Quality Client
  Data Quality Client
- Data Quality Services
  Data Quality Services
- Distributed Replay Client
  Distributed Replay Client
- Distributed Replay Controller
  Distributed Replay Controller
- Management Tools - Basic
  Management Tools - Basic
- Management Tools - Complete
  Management Tools - Complete
- Reporting Services – SharePoint
  Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
  Reporting Services Add-in for SharePoint Products
- Master Data Services
  Master Data Services
- Sync Framework
  Sync Framework
- SQL Client Connectivity SDK
  SQL Client Connectivity SDK
- SQL Server 2012 Books Online
  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「用戶端存取授權 (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 + 用戶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：您可以重新指派軟體授權，但必須是在上次指派的 90 天之後。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
  Business Intelligence Development Studio
- Client Tools Backward Compatibility
  Client Tools Backward Compatibility
- Client Tools Connectivity
  用戶端工具連線能力
- Client Tools SDK
  用戶端工具 SDK
- Data Quality Client
  Data Quality Client
- Data Quality Services
  Data Quality Services
- Distributed Replay Client
  Distributed Replay Client
- Distributed Replay Controller
  Distributed Replay Controller
- Management Tools - Basic
  Management Tools - Basic
- Management Tools - Complete
  Management Tools - Complete
- Reporting Services – SharePoint
  Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
  Reporting Services Add-in for SharePoint Products
- Master Data Services
  Master Data Services
- Sync Framework
  Sync Framework
- SQL Client Connectivity SDK
  SQL Client Connectivity SDK
- SQL Server 2012 Books Online
  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)**:
用戶端存取授權 (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.
您的伺服器不需要具有 CAL 授權，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.
針對最多兩台裝置或兩位使用者，您不需要具有 CAL，即可存取伺服器軟體的執行個體，以供管理執行個體之用。
- 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 允許您存取較舊版本的伺服器軟體執行個體，但不允許存取較新版本。如果您要存取較舊版本的執行個體，則還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
從一台裝置或使用者永久重新指派至另一台裝置或使用者；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.
當第一台裝置故障或使用者缺席時，將裝置 CAL 暫時重新指派給借用裝置，或將使用者 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:
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。軟體不得用於：

i. to develop any new software applications;
開發任何新的軟體應用程式；

ii. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
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. 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.
作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。

4. 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 地圖報表項目：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
網際網路服務

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft 針對軟體提供網際網路服務。但該公司可能隨時變更或取消這些服務。

6. BENCHMARK TESTING
基準測試

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).
您必須事先取得 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
.NET FRAMEWORK 軟體

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
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
MICROSOFT .NET FRAMEWORK 基準測試

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.
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
授權範圍

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
軟體係經授權使用，而非販售賣斷。本合約僅提供您使用軟體之權利。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，並不授予您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
備份副本

You may make one backup copy of the software media. You may use it only to create instances of the software.
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
文件

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
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
不得轉售軟體

You may not sell software marked as “NFR” or “Not for Resale.”
您不得販售標示為「NFR」或「不得轉售」之軟體。

13. ACADEMIC EDITION SOFTWARE
校園版軟體

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.
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
授權證明

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.
若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
移轉至第三方

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.
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移轉之行為及使用軟體之行為，之後才能進行移轉。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
出口限制

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.
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
完整合約

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.
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
法律效力

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.
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
不容錯

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.
本軟體並不容錯。授權人已自行決定軟體在授權予您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
MICROSOFT 不提供保固

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.
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
MICROSOFT 無特定損害賠償責任

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).
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
僅適用於澳洲

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.
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

1. OVERVIEW
概觀

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 + 用戶端 – 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**:
授權術語：

- **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.
授權伺服器：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。若您選擇此選項，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。若您選擇此選項，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：於您根據第 2.2(a) 條所述而指派所需授權數的每台伺服器，您可以在授權伺服器上的實體 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
  Business Intelligence Development Studio
- Client Tools Backward Compatibility
  Client Tools Backward Compatibility

- Client Tools Connectivity
  用戶端工具連線能力
- Client Tools SDK
  用戶端工具 SDK
- Data Quality Client
  Data Quality Client
- Data Quality Services
  Data Quality Services
- Distributed Replay Client
  Distributed Replay Client
- Distributed Replay Controller
  Distributed Replay Controller
- Management Tools - Basic
  Management Tools - Basic
- Management Tools - Complete
  Management Tools - Complete
- Reporting Services – SharePoint
  Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
  Reporting Services Add-in for SharePoint Products
- Master Data Services
  Master Data Services
- Sync Framework
  Sync Framework
- SQL Client Connectivity SDK
  SQL Client Connectivity SDK
- SQL Server 2012 Books Online
  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「用戶端存取授權 (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
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。軟體不得用於：

- to develop any new software applications;
  開發任何新的軟體應用程式；
- in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
  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
- 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.
  作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。

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL
伺服器 + 用戶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：您可以重新指派軟體授權，但必須是在上次指派的 90 天之後。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。

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  Management Tools - Complete
- Reporting Services – SharePoint
  Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
  Reporting Services Add-in for SharePoint Products
- Master Data Services
  Master Data Services
- Sync Framework
  Sync Framework
- SQL Client Connectivity SDK
  SQL Client Connectivity SDK
- SQL Server 2012 Books Online
  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):
用戶端存取授權 (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.
  您的伺服器不需要具有 CAL 授權，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.
  針對最多兩台裝置或兩位使用者，您不需要具有 CAL，即可存取伺服器軟體的執行個體，以供管理執行個體之用。
- 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 允許您存取較舊版本的伺服器軟體執行個體，但不允許存取較新版本。如果您要存取較舊版本的執行個體，則還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
  從一台裝置或使用者永久重新指派至另一台裝置或使用者；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.
  當第一台裝置故障或使用者缺席時，將裝置 CAL 暫時重新指派給借用裝置，或將使用者 CAL 重新指派給暫代員工。

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS
額外授權要求及/或使用權利

4.1. **Alternative Versions**: 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.
備選版本：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 地圖報表項目：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
網際網路服務

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft 針對軟體提供網際網路服務。但該公司可能隨時變更或取消這些服務。

6. BENCHMARK TESTING
基準測試

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).
您必須事先取得 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
.NET FRAMEWORK 軟體

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
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
MICROSOFT .NET FRAMEWORK 基準測試

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.
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
授權範圍

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
軟體係經授權使用，而非販售賣斷。本合約僅提供您使用軟體之權利。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，並不授予您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
備份副本

You may make one backup copy of the software media. You may use it only to create instances of the software.
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
文件

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
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
不得轉售軟體

You may not sell software marked as “NFR” or “Not for Resale.”
您不得販售標示為「NFR」或「不得轉售」之軟體。

13. ACADEMIC EDITION SOFTWARE
校園版軟體

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.
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
授權證明

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.
若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
移轉至第三方

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.
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移轉之行為及使用軟體之行為，之後才能進行移轉。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
出口限制

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.
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
完整合約

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.
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
法律效力

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.
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
不容錯

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.
本軟體並不容錯。授權人已自行決定軟體在授權予您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
MICROSOFT 不提供保固

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.
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
MICROSOFT 無特定損害賠償責任

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).
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
僅適用於澳洲

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.
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

COPYRIGHT NOTICES FOR ADDRESS DIRECTORIES**:**
地址目錄 (ADDRESS DIRECTORY) 著作權聲明：

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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**" means this agreement for the supply and license of the Solution to the End User, and includes the Schedules.
「**合約**」係指對終端使用者供應與授權解決方案之本合約，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)，包括本文涵蓋之澳洲郵政之所有主管、員工、代理人及承包商在內。

"**Australia Post Data**" means each data set which is supplied and licensed to the Licensor by Australia Post, and licensed by the Licensor to the End User, as specified in each Schedule.
「**澳洲郵政資料**」係指由授權人取得澳洲郵政之授權，並授權予終端使用者之資料集，詳見各明細表。

"**Business Day**" means a day other than a Saturday, Sunday or gazetted public holiday in Victoria, Australia or an Australia Post authorised holiday.
「**營業日**」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.
「**索賠**」係指目前或將來的各類指控、債務、訴因、賠償責任、索賠、程序、訴訟或任何原因所引起的要求，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者。

"**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最多九個指定子公司 (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**" means the Corporations Act 2001 (Cth).
「**公司法**」係指 2001 年公司法 (Corporations Act 2001 (Cth))。

"**End User**" means a Single Legal Entity or Corporate Group Owner authorised to use the Solution granted by the Licensor in accordance with this Agreement.
「**終端使用者**」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**" 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.
「**智慧財產權**」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**」係指當事人遭受之任何損害、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 3.1.c), 3.1.d) and 4 of this Agreement.
「**重大條款**」係指本合約第 3.1.c) 條、第 3.1.d) 條和第 4 條。

"**Permitted Purpose**" means the permitted purpose as defined in the relevant Schedule.
「**許可目的**」係指相關明細表所定義之許可目的。

"**Personal Information**" has the meaning given in the Privacy Act 1988 (Cth) (as amended).
「**個人資訊**」定義於 1988 年隱私法 (Privacy Act 1988 (Cth)) (修訂版)。

"**Privacy Law**" 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).
「**隱私權法**」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**" has the meaning in the Corporations Act.
「**相關法人團體**」定義如公司法。

"**Representative**" 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.
「**代表**」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**" 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.
「**單一法律實體**」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**" means the Licensor's solution (including software, products and / or services) which incorporates, reproduces, embodies or utilises the Australia Post Data or its derivative works, and licensed to the End User under this End User Agreement.
「**解決方案**」係指授權人併入、再製、納入或利用澳洲郵政資料或其衍生作品，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使用解決方案，但應符合許可目的所列條件和限制。

2.2. 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。

2.3. 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。

2.4. 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 Australia Post Data (or directly or indirectly allow or cause a third party to do the same) including by using the Australia Post Data to derive other solutions (including software, products and/or services) unless expressly stated otherwise in this Agreement; and
再製、複製、修改、調整、指派、分配、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澳洲郵政資料 (或直接或間接允許或造成第三方執行相同動作)，包括使用澳洲郵政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 Australia Post 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 Australia Post 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.
由澳洲郵政資料製作產品 (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、併入或使用任何澳洲郵政資料之裝置、解決方案、軟體或資料庫，無論為書面或電子格式皆屬之。

2.5. This clause 2 (and the Prohibited Purposes) do not prevent the End User from disclosing Australia Post Data to the extent that it is required by law to disclose the Australia Post 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 Australia Post Data confidential.
本第 2 條 (及禁止目的) 並未禁止終端使用者於法律規定範圍內揭露澳洲郵政資料，但終端使用者應採取一切適當且合法之途徑，盡可能限縮揭露範圍，並要求收受者維持澳洲郵政資料的機密性。

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 clause 3.1, the End User acknowledges and agrees that, to the extent permitted by law:
除第 3.1 條外，在法律允許範圍內，終端使用者亦承認並同意下列事項：

a) Australia Post does not make any representation or warranty as to the accuracy, content, completeness or operation of the Australia Post Data or to them being virus free;
澳洲郵政不會對澳洲郵政資料之正確性、內容、完整性或操作做出任何表示或保證，亦不保證該資料並無病毒；

b) the Australia Post Data is not complete and it may contain errors; and
澳洲郵政資料並非完整資料，且可能有錯誤；且

c) the Australia Post Data may include data sourced from third parties. The End User agrees to comply with any third party terms and conditions which the End User is notified apply to the third party data referenced in this Agreement.
澳洲郵政資料可能包含來源為第三方之資料。任何適用於本合約所述之第三方資料之第三方條款與條件，終端使用者皆同意遵守之。

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訊，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訊；

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訊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;
確保可存取個人資訊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訊處理相關政策指引；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 Australia Post Data are and shall remain the sole property of Australia Post or its licensors.
終端使用者同意，澳洲郵政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 Australia Post Data.
若終端使用者得知解決方案或澳洲郵政資料之智慧財產權實際、疑似或可能造到侵害，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. End User shall provide Australia Post and/or its agents reasonable accompanied access upon reasonable prior notice, during 9am and 5pm on a Business Day, to its premises, accounts and records relevant to the Agreement, for the purpose of verifying and monitoring the End User's obligations under the Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit.
終端使用者應於營業日上午 9:00 至下午 5:00 期間，以合理方式事先通知澳洲郵政及/或其代理人，使其能取得與本授權合約有關之場所、帳戶與紀錄，以驗證並監控終端使用者是否履行本合約義務 (以下稱「稽核」)，並應提供與稽核有關之所有合理的合作與協助。

7.2. If it is identified (through the Audit or otherwise) that the End User has not complied with an obligation under this Agreement, then without limiting any other rights or remedies, upon the request of Licensor, the End User will promptly take all necessary steps to rectify and / or remedy such non-compliance.
若 (經由稽核或其他方式) 發現終端使用者未遵守本合約義務，則以不限制任何其他權利或救濟方式為前提，終端使用者應於授權人要求時，立即採取一切必要步驟，以修正及/或補正該未履行情事。

7.3. The cost of any Audit carried out under clause 7.1 shall be borne by Australia Post unless the Audit reveals a material breach by the End User of its obligation under this Agreement, in which case Australia Post shall be entitled to be reimbursed by the End User for all reasonable costs of the Audit (including any agent's fees) and the End User shall so reimburse Australia Post within twenty (20) Business Days of such request.
任何由於第 7.1 條所致生之稽核費用，應由澳洲郵政負擔，但澳洲郵政揭露終端使用者有違反本合約義務之情形者，不在此限，於該違反義務情形，澳洲郵政有權要求終端使用者給付所有稽核合理費用 (包含任何代理人費用)，且終端使用者應於付澳洲郵政為該等要求後二十 (20) 個營業日內給付。

7.4. For the avoidance of doubt, a "material breach" for the purposes of this clause 7 includes, without limitation, any breach of clause 6 in respect of Australia Post's Intellectual Property Rights, or any breach of this Agreement.
為免除疑義，本條 (即第 7 條) 所稱之「重大違約」應包含但不限於違反第 6 條有關澳洲郵政智慧財產權之任何事項，或任何本合約之違約情形。

7.5. Where the End User does not grant access to Australia Post and/or any of its agents for the purposes of an Audit in accordance with this clause 7 then the End User must pay Australia Post all reasonable costs incurred by Australia Post in connection with such attempted Audit within twenty (20) Business Days of the date of Australia Post's invoice in respect of the same, and Australia Post may by written notice immediately suspend the supply and the End User's use of the Solution.
若終端使用者未能依第 7 條之稽核目的，同意澳洲郵政及/或其代理人進行稽核，則終端使用者須支付澳洲郵政嘗試該稽核所生全部合理費用，並應自澳洲郵政開立發票之日起二十個營業日內支付，且澳洲郵政得以書面通知，立即暫停提供終端使用者解決方案及其使用。

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. Clause 8.1 will not apply to any Claim or Loss suffered by the End User arising out of any fraud or wilful misconduct of Australia Post.
若終端使用者之任何求償或損失，係因澳洲郵政之任何詐欺或故意不當行為導致者，則第 8.1 條規定不適用之。

8.3. 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.
在不限制第 8.1 條規定之前提下，在法律許可範圍內，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。

8.4. Indemnity
免責

8.5. The End User must defend and indemnify each of the Licensor and 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:
對於各授權人與澳洲郵政及其代表 (即「受免責方」) 因下列原因直接或間接所引起之所有一切損失，終端使用者須為其辯護並使之免責：

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 to the extent 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在履行本合約所致之過失或不當作為或不作為範圍內，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 to the extent 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因履行本合約所致之過失或不當作為或不作為之範圍內，導致任何人之財產遭受損失或損害；

except to the extent that the Loss is directly caused by the negligence, fraud or wilful misconduct or wrongful act or omission of those indemnified.
但若損失係由受免責方之過失、詐欺或故意不當行為或不當作為或不作為所直接導致，不在免責之列。

8.6. 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 capable of remedy; 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 Australia Post Data has been suspended or terminated.
澳洲郵政就澳洲郵政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第 9.1 條所載權利。

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、轉讓或到期不影響：

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、轉讓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.
本合約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 Australia Post Data and undertakes that it will destroy all copies, reproductions or adaptations of the Solution and Australia Post 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 Australia Post Data, and any part thereof, have been destroyed.
縱本合約因故轉讓、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澳洲郵政資料，並承諾銷毀其所製作、持有或控制之所有解決方案及澳洲郵政資料 (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澳洲郵政資料 (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 Australia Post Data, Australia Post reserves the right to vary the terms of that 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 written 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澳洲郵政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，但應於以適當方式事前書面通知終端使用者 (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 (包括簽定修訂條款或重訂契約)，以確保授權人依本第 10.1 條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 Australia Post Data, including any restrictions or limitations relating to the supply of Australia Post 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澳洲郵政資料構成具拘束力之限制的法律及/或政府政策，包括對任何人供應澳洲郵政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. Customer 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。客戶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第 2 條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，並且不會做出或者怠於做出若為終端使用者所做即違反本合約的事情；

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作為與不作為負責，與終端使用者自身的作為與不作為相同；以及

c) all uses of the Solution and Australia Post 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澳洲郵政資料的一切使用皆視為終端使用者的使用。

13. RELATIONSHIP WITH AUSTRALIA POST
與澳洲郵政之關係

a) 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 reasonably 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，以合理方式執行此類條款。

14. GENERAL
一般條款

14.1. 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。

14.2. 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。

14.3. 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。

Austria ADDRESS DIRECTORY (Österreichische Post)**:**
奧地利地址目錄 (Österreichische Post)**：**

This product cannot be used by Customers 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客戶不得使用本產品。

Customers are only allowed to use the product for own internal purposes. This product cannot be used by Customers who conduct business in address publishing and service providing. If a Customer conducts business in that area, Customer is responsible for obtaining a valid license directly from the provider.
客戶僅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客戶不得使用本產品。若客戶在該領域執行業務，則客戶得負責直接向提供者取得有效授權。

Customers are only allowed to use the product for own internal validation purposes. Customers are not allowed to use the data to provide any services to any other legal entity. If Customer wishes to provide services to any other legal entity,
客戶僅得因個人內部驗證用途來使用該產品。禁止客戶使用本資料向任何其他法律實體提供任何服務。若客戶想要向任何其他法律實體提供任何服務，

Customer is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license.
則客戶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。

CANADA (CANADA POST)
加拿大 (加拿大郵政)

1. Customer acknowledges that under the Agreement of which this Software Use Rights document Exhibit 5 forms an integral part (hereinafter referred to as the "Agreement"), Customer 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
客戶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」)，客戶已取得授權，得使用 SAP 之授權加值產品開發增強加值產品 (以下稱「增強加值產品」)，以便：

a) sublicensing the Enhanced Value-added Product to users who shall have no further sublicensing or distribution rights; or
將增強加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) providing value-added services using the Enhanced Value-added Product that cannot be provided by Authorized Value Added Products ;or
使用增強加值產品提供授權加值產品無法提供之加值服務；或

both (a) and (b).
達成第 (a) 及 (b) 項之目的。

Customer 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 Customer and Customer is a subCustomer (hereinafter such data components or data files referred to as the "Licensed Content").
客戶進一步確認，授權加值產品之資料元件或使用授權加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 為客戶，而客戶為子客戶 (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 subCustomers of the Enhanced Value-added Product subject to the subCustomer's (in this case Customer'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，並將增強加值產品散佈予其子客戶，但該等子客戶 (此處之客戶) 應先行同意本基本保護條款所載條款與條件。

2. Customer acknowledges that Canada Post is the owner of the copyright in the Canada Post Data. Customer 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. Customer 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, Customer 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.
客戶確認加拿大郵政為加拿大郵政資料之著作權所有人。客戶確認其僅有權將 CP 授權資料與授權加值產品及增強加值產品搭配使用。客戶確認其僅得授權第三方將 CP 授權資料與增強加值產品搭配使用。除前開限制外，客戶亦無權單獨散佈 CP 授權資料，或基於與增強加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. Customer 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
客戶確認並同意通知散佈增強型加值產品之對象，加拿大郵政可能因將其使用之過期資料用於郵件準備工作而遭受損失，包括加拿大郵政處理及投遞此類郵件所產生之費用。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 CodeOM element of the address was invalid, or
   因地址或地址的 Postal CodeOM 項目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 CodeOM 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.
   因地址或地址的 Postal CodeOM 項目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, Customer 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，客戶同意

   a) not to distribute the Licensed Content until after Customer has put in place safeguards to reduce the risk of "data scraping" or "bulk downloads of data"; Customer 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
   於客戶採行安全防護措施，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；客戶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. Customer 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), Customer has no right to use or distribute such a product or to offer any services in relation to such a product unless Customer has a then current right to do so under a written agreement signed by both Customer and Canada Post.
客戶進一步確認，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，客戶無權使用或散佈該等產品，或提供有關該等產品之服務，除非客戶依客戶與加拿大郵政簽訂之書面合約具有此類有效權利。

6. Customer agrees to include
客戶亦同意

a) in the hard copy or electronic copy of the license agreements, which Customer represents will accompany all copies of the Enhanced Value-added Product and of the Licensed Content distributed by Customer that contain CP Licensed Data, and
於客戶之紙本或電子本授權合約中 (客戶聲明客戶所散佈並含有 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，及使用者可能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 Customer product or service is French, Customer 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, Customer 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)。若客戶之產品或服務使用法文，客戶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，客戶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]."
"[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. Customer acknowledges that the CP Licensed Data is licensed to Customer 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. Customer 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.
客戶確認，CP 授權資料係以「現狀」授權予客戶，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。客戶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 Customer'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客戶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. Customer 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 Customer's possession or use of the Licensed Content. Customer 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.
客戶應就因客戶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。客戶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。

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。

FRANCE ADDRESS DIRECTORY (MEDIAPOST):
法國地址目錄 (MEDIAPOST)：

Customer is not allowed to use the data to provide commercial services or any other services to any third party. Customer is only allowed to use the data for its own internal validation purposes. Customer is only permitted to have the data hosted on 1 site. Breach of these limitations will lead to additional license fees and/or penalties.
禁止客戶使用本資料向任何其他第三方提供商業服務或任何其他服務。客戶僅得因個人內部驗證用途來使用該資料。客戶僅得將該資料託管於 1 個網站。違反該些限制將收取額外的授權費用和/或罰金。

Germany Address Directory (Deutsche Post Direkt):
德國地址目錄 (Deutsche Post Direkt)：

Customers are not allowed to use the data to provide any services to any other third party. Customers are especially not allowed to distribute the product any further. Customers are only allowed to use the data for own internal validation purposes. Customers are not allowed to use the data to provide any services to any other legal entity. If Customer wishes to provide services to any other legal entity, Customer is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license. Customers are not allowed to distribute the product any further.
禁止客戶使用本資料向任何其他第三方提供任何服務。尤其禁止客戶再進一步散佈本產品。客戶只得因個人內部驗證用途來使用該資料。禁止客戶使用本資料向任何其他法律實體提供任何服務。若客戶想要向任何其他法律實體提供任何服務，則客戶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。嚴禁客戶再進一步散佈本產品。

HERE MAP DATA by HERE (HERE):
HERE MAP DATA by HERE (HERE)：

The data ("Data") is provided for Customer'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」) 僅供客戶內部使用，不得轉售。本資料受著作權保護，並受下列已由您以及 HERE 與 HERE 供應商同意之條款與條件約束。

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Scope of Use. Customer agrees to use this Data together with SAP Applications solely for your internal business operations purposes for which Customer 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, Customer may copy this Data only as necessary for Customer's business use to:
使用範圍。客戶同意僅將此資料與 SAP Application 搭配用於客戶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，在遵守以下段落中規定之限制的前提下，客戶僅得在其業務用途所需時複製本資料，以便：

i. view it, and:
進行檢視；以及
ii. save it,
加以儲存；

provided that Customer does not remove any copyright notices that appear and do not modify the Data in any way. Customer 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.
但前提是客戶不會移除出現的任何著作權聲明且不會以任何方式修改資料。客戶同意除強制性法律許可的範圍外，不會透過其他方式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佈本資料。多重光碟組僅得以 SAP 提供的完整組合 (且非其子集) 的方式移轉或銷售。

Restrictions. Except where Customer has been specifically licensed to do so by SAP, and without limiting the preceding paragraph, Customer may not:
限制。除客戶已獲 SAP 明確授權且沒有前段限制之前提下，客戶不得：

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
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) 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.
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 Customer 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，且客戶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。

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免責聲明：HERE 和 HERE 供應商不提供任何明示或默示之品質、效能、適售性、適用特定用途或非侵權性之擔保。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您。

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 Customer.
免責聲明：HERE 和 HERE 供應商不應負擔以下責任：不必就任何主張、請求或訴訟負責，不論該主張、請求或訴訟之訴因係可能源於資訊的使用或持有之任何直接或間接的損失、損害或損害賠償；或因被授權人使用或無法使用此資訊、資訊有缺陷所導致的任何利益、收益、合約或儲蓄之損失，或任何直接、間接、附帶或衍生性損害，HERE 和 HERE 供應商亦不負責；或履約行為、侵權行為或基於擔保之行為違反這些條款或條件，HERE 和 HERE 供應商亦不負責；即使客戶或其授權人已被告知此類損害的可能性，亦然。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客戶。

Indemnification: Customer 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.
免責：不論因使用或持有資料或本資料引起之索賠、請求或訴訟所主張之損失、成本、費用、損害或傷害 (包括致死的傷害) 的事由本質為何，關於任何索賠、請求或訴訟，客戶均應使 HERE 和 HERE 供應商免責並使之不受損害 (包括女王陛下、加拿大郵政和加拿大自然資源部，及其官員、員工和代理人)。

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。

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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的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。

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若其他國家的資料包含或散佈在 SAP 軟體產品中，或者客戶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客戶條款中：

Territory **地域**	**Notice** **通知**
Australia 澳洲	”Copyright. Based on data provided under license from PSMA Australia Limited (www.psma.com.au).“
Austria 奧地利	“© Bundesamt für Eich- und Vermessungswesen”
Croatia, Cyprus, Estonia, Latvia, Lithuania, Moldova, Poland, Slovenia and/or Ukraine 克羅埃西亞、賽普勒斯、愛沙尼亞、拉脫維亞、立陶宛、摩爾多瓦、波蘭、斯洛維尼亞和/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.”
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挪威	
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."

MEXICO:
墨西哥：

The terms and conditions of the data provider HERE listed under Section 7 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 7 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適用。

NETHERLANDS (CENDRIS):
荷蘭 (CENDRIS)：

- For the purposes of these Netherlands Address Directory third party pass-through terms, "End User" or Corporate 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 for its own internal use and/or its Affiliates internal use of the Package; "Postcode Table and Supplementary Products" 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 Table.
  在在荷蘭地址指南中透過第三人導向的目的下，「一般使用者」或「企業一般使用者」指購買套件者 (不論是直接從 SAP 公司或從轉售商購買)，其係一法律實體，為其本身及/或關係企業之套件內部使用目的，而與 SAP 或轉售商間簽訂軟體授權合約；「郵遞區號表及補充產品」係指內含荷蘭所有城鎮、街道及郵遞區號之檔案，以及其門牌號碼或系列門牌號碼；「額外產品」則指支援使用郵遞區號表的產品。
- End User is only permitted to use the Package for internal use.
  一般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.
  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。

NEW ZEALAND (NEW ZEALAND POST):
紐西蘭 (紐西蘭郵政)：

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 提供予您之軟體的一部分條款與條件。本條所列出之定義，僅在本條中適用。若本條所定義之用語牴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。

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Incorporated Software means the software providing the address data services supplied to the End User by SAP which incorporates the Data.
內嵌軟體係指由 SAP 向終端使用者提供之地址資料服務，並嵌入資料之軟體。

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 (及其代理人和次承攬人) 僅得遵照本條之規定使用資料，供其內部之用，且僅得與內嵌軟體及/或 SAP 向其提供之任何相關服務之一部或全部搭配使用。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.
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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.
終端使用者確認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，亦不保證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.
終端使用者確認並同意紐西蘭國土局 (Land Information New Zealand，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 (共同利益關係) 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。

SPAIN (DEYDE):
西班牙 (DEYDE)：

Customer 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.
客戶確認，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。

Switzerland Address Directory (Schweizerische Post):
瑞士地址目錄 (Schweizerische Post)：

Customers are not allowed to extract any data provided. Customers are only allowed to use the product for own validation purposes. Customers 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.
客戶不得擷取任何提供之資料。客戶僅得因個人驗證用途來使用該產品。禁止客戶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。

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.
挪威的 MultiNet® 資料之附加條款。終端使用者不得使用挪威的 MultiNet® 資料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 Customer 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 可用時應提供給客戶。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 Customer 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。應立即銷毀客戶所持有、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. Customer 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.)
僅與挪威的 MultiNet® 資料相關之附加條款。客戶不得使用挪威的 MultiNet® 資料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，則挪威的 MultiNet® 資料之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: Customer agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to Customer when available to TomTom. China data may not be exported from China.

中國資料相關的附加條款：客戶同意，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 運用期間應提供予客戶。中國資料不得從中國匯出。

c) Additional Provisions with respect to the data for India: Customer agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to Customer when available to TomTom.
印度資料相關的附加條款：客戶同意，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 運用期間應提供予客戶。

d) Additional Provisions with respect to the data for Korea: Customer agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to Customer 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：客戶同意，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 運用期間應提供予客戶。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. 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：

Customer 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.
客戶同意，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. Customer 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。客戶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®.
MULTINET®

As of the Effective Date, the copyright notice is: “Data Source © <current year> TomTom”; and, in addition, “based on”:
從生效日期起，著作權聲明為 “Data Source © <current year> TomTom” 且同時「根據」：

a) MultiNet® data of Austria. As of the Effective Date, the copyright notice is: “© BEV, GZ 1368/2003.”
奧地利的 MultiNet® 資料。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.”
丹麥的 MultiNet® 資料。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__”]
法國的 MultiNet® 資料。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”.
印尼的 MultiNet® 資料。從生效日期起，著作權聲明為： “® Base data Bakosurtanal” .

e) MultiNet® data ofGreat Britain. As of the Effective Date, the copyright is: “Contains Ordnance Survey data © Crown copyright and database right [current year]” and “Contains Royal Mail data © Royal Mail copyright and database right [current year]”
英國的 MultiNet® 資料。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]”

f) MultiNet® data of Northern Ireland. As of the Effective Date, the copyright notice is: “Ordnance Survey of Northern Ireland.”
北愛爾蘭的 MultiNet® 資料。從生效日期起，著作權聲明為： “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.”
挪威的 MultiNet® 資料。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”
俄羅斯的 MultiNet® 資料：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.”
瑞士的 MultiNet® 資料。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: “Topografische onderground Copyright © dienst voor het kadaster en de openbare registers, Apeldoorn 2013.”
荷蘭的 MultiNet® 資料。從生效日期起，著作權聲明為： “Topografische onderground Copyright © dienst voor het kadaster en de openbare registers, Apeldoorn 2013.”

2. MULTINET® NORTH AMERICA:
MULTINET® (北美洲)：

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.”
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:
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.”
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:
北美重要關注點：

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.”
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."

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 Customer 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 將要求客戶提供有效授權證明。

Corporate Group licences are available by also entering into a direct licence agreement with Royal Mail. SAP will require Customer 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 將要求客戶提供有效授權證明。

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.
終端使用者同意，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 機構客戶	a customer for a Bureau Service 機構服務之客戶
Bureau Services **機構服務**	a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer 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 **客戶資料庫**	a database of an End User's customer 終端使用者之客戶的資料庫
Data Cleansing **資料清理**	the processing of existing data records using PAF® Data: 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 **終端使用者**	a single legal entity who a Customer may permit to use PAF® Data through its Users in accordance with this Licence 經客戶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 **終端使用者條款**	the terms set out in the Licence 授權所載條款
Extracted Data **擷取的資料**	data generated as a result of Data Extraction 因資料擷取產生之資料
Licence	these terms made up of the "Preamble" section, "Definitions and

授權	Interpretation" section and the "Licence Terms" section 本條款，包括「前言」、「定義與釋義」、及「授權條款」部分
PAF® Data **PAF® 資料**	Royal Mail's database known as PAF®, and including the database known as the "Alias File" 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 解決方案	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 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 等同全部資料庫	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 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 使用者	an individual authorised by an End User to use a Solution 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：

- 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，
- 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

- 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。

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 Customer activates the locking features of the Software and wishes to unlock such features, Customer 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。在客戶啟用軟體鎖定功能，及希望解除特定功能鎖定的情況下，客戶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。)

USPS SuiteLink
USPS SuiteLink

Customer'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;
客戶使用 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；

Customer'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.
客戶使用 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。

Customer have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface or the SuiteLink Product.
客戶無權轉授權、銷售或以其他方式散布、重製、執行或準備介面或 SuiteLink 產品。

Customer acknowledges that:
客戶確認：

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 subCustomer 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，您為子客戶，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.
您應嚴格限制僅使用 CASS Certified 介面和 SuiteLink 產品作為 SAP 之 Data Quality (資料品質) 或 Data Services (資料服務) 產品之元件。

USPS NCOALink
USPS NCOALink

Customer 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，客戶無權於以下範圍外使用 NCOALink 介面：作為授權人之 Data Quality 及 Data Services 產品之元件並結合 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。

Customer 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 Customer.
客戶無權為了出租、銷售、轉讓、公佈、公開或以其他方式提供此類資料給與客戶無關之實體為目的，而開發或使用任何 NCOALink 產品、服務、界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。

For the purposes of communicating with addressees on Customer's Mailing Lists and for the purpose of record-keeping, however, Customer is permitted to retain updated addresses so long as not used in violation of paragraph 2 above, for individuals and entities with whom Customer has or had a business relationship, in connection with which Customer will use the updated address; however, these updated addresses may only be used by Customer and Customer 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，為了與客戶之郵件清單上之收信人通訊以及記錄保存，客戶得保留更新的地址，只要更新的地址不會用於違反上述第 2 段的情形，不論是提供給與客戶有或曾有商業關係 (客戶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客戶使用，且客戶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。

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您的客戶或任何其他個人或實體。

Customer's right to use the NCOALink Interface is strictly limited to use only within the United States, its territories, and possessions.
客戶使用 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。

As to the Interface, Customer has the right only to update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.
至於介面，客戶僅有權更新用來準備交付項目且交存於 USPS 之郵件列表。

Customer 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.
客戶無權轉授權、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。

Customer acknowledges that:
客戶確認：

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 Customer 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 產品元件的方式為客戶提供介面，以單獨與 NCOALink 產品搭配使用；且

d) the rights Customer 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 Customer's specific right to use the NCOALink Interface to access the NCOALink data.
客戶在本授權所取得之權利衍生於 SAP 與 USPS 之合約，且您從 SAP 取得之權利不得大於 SAP 從 USPS 取得之權利，除非有關客戶使用 NCOALink 介面以存取 NCOALink 資料之特定權利。

Customer is strictly limited to using the Interface only as a component of SAP's Data Quality and Data Services products.
客戶嚴格限制僅能使用介面作為 SAP 之 Data Quality 或 Data Services 產品之元件。

Customer acknowledges and agrees that Customer has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.
客戶確認並同意客戶無權轉授權、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。

DPV SUBLICENSE AGREEMENT
DPV 轉授權合約

This Sublicense Agreement ("Sublicense") between SAP and Customer, its subsidiaries and affiliates, current and future ("SubCustomer") sets forth additional terms required by the United States Postal Service ("USPS") regarding SubCustomer's use of the DPV option with other SAP CASS certified software.
SAP 與客戶間、其目前和將來的子公司和關係企業 (以下稱「子客戶」) 間所訂定之本「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」) 要求關於子客戶使用 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. SubCustomer 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.
   子客戶瞭解 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. SubCustomer acknowledges that the address information contained within the DPV Product is subject to Title 39 USC § 412. SubCustomer 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.
   子客戶確認包含在 DPV 產品之地址資訊受美國法典第 39 篇第 412 條之規定。子客戶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. SubCustomer acknowledges that the DPV Product is confidential and the proprietary property of the USPS. SubCustomer further acknowledges that the USPS represents that it is the sole owner of copyrights and other proprietary rights in the DPV Product.
   子客戶確認 DPV 產品為機密，且為 USPS 之財產。子客戶進一步確認 USPS 為 DPV 產品中之著作權及其他所有權之擁有者。
4. SubCustomer shall not use the DPV Product technology to artificially compile a list of delivery points not already in SubCustomer's possession or to create other derivative products based upon information received from or through the DPV Product technology.
   子客戶不得使用 DPV 產品技術，以人工方式編譯尚未準備給子客戶持有之交付點清單，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 SubCustomer 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. SubCustomer may not use the DPV technology to artificially generate address records or to create mailing lists.
   不得將任何專屬的子客戶地址清單、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。子客戶不得使用 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 SubCustomer 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 SubCustomer may, at any time, disclose to any third party any address information obtained in the performance of this agreement. SubCustomer 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, SubCustomer acknowledges that unauthorized use and/or disclosure of the DPV will irreparably harm the USPS' intellectual property. Therefore, SubCustomer (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 SubCustomer hereunder; and (ii) consents to such injunctive or other equitable relief as a court of competent jurisdiction may deem proper.
   DPV 產品處理需要子客戶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，任何子客戶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，子客戶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，子客戶確認未經之授權使用及/或公佈 DPV 將對 USPS 之智慧財產造成無可挽回的傷害。因此，子客戶 (i) 同意因任何未經授權的使用及/或公佈而賠償 USPS 目前向子客戶收取之年費三 (3) 倍的費用，並 (ii) 同意具適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 SUBCUSTOMER 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 依本協議應對子客戶所負之責任 (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 SubCustomer for infringement of any U.S. copyright, trademark, or service mark in the DPV provided to SubCustomer under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by SubCustomer 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, SubCustomer 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 SubCustomer'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 SubCustomer, or any employee, agent, or representative of SubCustomer.
SAP 同意保護子客戶不遭受損害、保護和賠償子客戶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) 個曆日內由子客戶告知，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，子客戶同意保護 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、團體或財產因子客戶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，包括由子客戶或任何員工、代理人、或子客戶之代表從 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. SubCustomer 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 SubCustomer's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels SubCustomer's DPV processing, (i) SubCustomer shall not be entitled to any refund or credit from SAP; and, (ii) SAP will discontinue shipping DPV directories to SubCustomer.
子客戶確認 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 做成取消子客戶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 取消子客戶的 DPV 處理，則 (i) 子客戶無權向 SAP 要求任何退款或退費，及 (ii) SAP 將不再繼續運送 DPV 目錄給子客戶。

10. SubCustomer agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine SubCustomer's sites. USPS or its designated representatives shall have the right examine, on or off SubCustomer's premises, SubCustomer's computer systems, processing files, documents, administrative records, and other materials to ensure SubCustomer's compliance with the provisions of this agreement.
子客戶同意 USPS 或其指定之代表，不論有無公告，皆有權參訪和檢查子客戶之工作場所。USPS 或其指定之代表，不論是否在子客戶之場所，均有權檢查子客戶之電腦系統、處理檔案、文件、管理記錄和其他確保子客戶遵守本合約規定之材料。

11. SubCustomer 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 SubCustomer involving transactions related to this agreement.
子客戶進一步同意 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、記錄或子客戶之其他與本合約有關之交易所涉及之物件。

12. SubCustomer 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，子客戶不得將 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 SubCustomer shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of SubCustomer.
本轉授權無論全部或部分均不得轉讓。如果有解散、合併、收購或子客戶任何種類的資產轉讓之發生，則子客戶之權利與義務應立即終止。

15. All obligations of SubCustomer referred to in this Sublicense inure to the benefit of USPS.
本轉授權中提及之所有子客戶義務將完全符合 USPS 之利益。

USPS LACSLink Software Sublicense
USPS LACSLink 軟體轉授權

This Sublicense Agreement ("Sublicense") between SAP and Customer, its subsidiaries and affiliates, current and future ("SubCustomer") sets forth additional terms required by the United States Postal Service ("USPS") regarding SubCustomer's use of the LACSLink option with other CASS certified software.
SAP 與客戶間、其目前和將來的子公司和關係企業 (以下稱「子客戶」) 間所訂定之本「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」) 要求關於子客戶使用 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. SubCustomer's right to use the Interface shall be strictly limited to use only within the geographic boundaries governed by the Unites 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
   子客戶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。

SubCustomer shall have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface. SubCustomer hereby acknowledges that:
子客戶無權轉授權、銷售或以其他方式散佈、重製、執行或準備介面所衍生之作品。子客戶特此確認：

- 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；
- SubCustomer is a Customer under SAP's license from USPS and obtains from SAP no broader right than granted to SAP in such license from USPS:
  子客戶為 USPS 對 SAP 之授權的客戶，且自 SAP 處取得的權利不得比 USPS 授予 SAP 之權利更廣泛；
- SubCustomer shall be strictly limited to using the Interface only as a component of the SAP product; and SubCustomer agrees that id does not have a right to sublicense, distribute, reproduce, perform, display, or sell the Interface or USPS's marks.
  子客戶應嚴格地限制為僅使用介面作為 SAP 產品之元件；且子客戶同意其無權轉授權、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 SUBCUSTOMER 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 依本合約應對子客戶所負之責任 (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 SubCustomer for infringement of any U.S. copyright, trademark, or service mark in the LACSLink Product provided to SubCustomer under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by SubCustomer 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, SubCustomer 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 SubCustomer'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 SubCustomer, or any employee, agent, or representative of SubCustomer.
   SAP 同意保護子客戶不遭受損害、保護和賠償子客戶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) 個曆日內由子客戶告知，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，子客戶同意保護 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、團體或財產因子客戶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 LACSLink 產品，包括由子客戶或任何員工、代理人、或子客戶之代表從 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. SubCustomer 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 SubCustomer's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels SubCustomer's LACSLink Product processing:
子客戶確認 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 做成取消子客戶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。若 USPS 取消子客戶的 LACSLink 產品處理：

i. SubCustomer shall not be entitled to any refund or credit from SAP; and
子客戶應無權向 SAP 要求任何退款或退費；及

ii. SAP will discontinue shipping LACSLink Product directories to SubCustomer.
SAP 將不再繼續運送 LACSLink 產品目錄給子客戶。

6. SubCustomer agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine SubCustomer's sites. USPS or its designated representatives shall have the right examine, on or off SubCustomer's premises, SubCustomer's computer systems, processing files, documents, administrative records, and other materials to ensure SubCustomer's compliance with the provisions of this agreement.
子客戶同意 USPS 或其指定之代表，不論有無公告，皆有權參訪和檢查子客戶之工作場所。USPS 或其指定之代表，不論是否在子客戶之場所，均有權檢查子客戶之電腦系統、處理檔案、文件、管理記錄和其他確保子客戶遵守本合約規定之材料。

7. SubCustomer 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 SubCustomer involving transactions related to this agreement.
子客戶進一步同意 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、記錄或子客戶之其他與本合約有關之交易所涉及之物件。

8. SubCustomer 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，子客戶不得將 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 SubCustomer shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of SubCustomer.
本轉授權無論全部或部分均不得轉讓。如果有解散、合併、收購或子客戶任何種類的資產轉讓之發生，則子客戶之權利與義務應立即終止。

11. All obligations of SubCustomer referred to in this Sublicense inure to the benefit of USPS.
本轉授權中提及之所有子客戶義務將完全符合 USPS 之利益。

DSF2 Interface (USPS Delivery Sequence File - DSF2)
DSF2 介面 (USPS 交貨序號檔案 - DSF2)：

SubCustomer 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，子客戶只能用於搭配 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」)。

SubCustomer's right to use the DSF2 Interface is strictly limited to use only within the United States, its territories, and possessions.
子客戶使用 DSF2 介面之權利應嚴格限制為僅限於美國、其領土及屬地內。

As to the Interface, SubCustomer 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，子客戶僅有權排序和/或更新用來準備「交付項目」且交存於 USPS 之「郵件列表」。

SubCustomer 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.
子客戶無權轉授權、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。

SubCustomer acknowledges
子客戶確認

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 Customer is providing the Interface to SubCustomer solely for use with the DSF2 Product under a nonexclusive, limited distribution license from USPS; and
客戶提供介面給子客戶，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 SubCustomer obtains in this license are derived from Customer's agreement with USPS and SubCustomer obtains from Customer no broader right than Customer obtains from USPS, except as to SubCustomer's specific right to use the DSF2 Interface to access the DSF2 data.
子客戶在本授權所取得之權利是衍生自客戶與 USPS 之合約，且子客戶向客戶取得之權利，不得大於客戶向 USPS 取得之權利，但子客戶使用 DSF2 介面以存取 DSF2 資料之特定權利除外。

SubCustomer is strictly limited to using the Interface only with the DSF2 Product; and
子客戶受嚴格限制，只能搭配 DSF2 產品使用介面；同時

SubCustomer acknowledges and agrees that SubCustomer has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.
子客戶確認並同意子客戶無權轉授權、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 an SAP Business One system is 1 SAP Business One Starterpackage User or 1 SAP Business One Profesional User.
SAP Business One 系統的最低授權要求為 1 份 SAP Business One Starterpackage User 或 1 份 SAP Business One Profesional User。

- 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))。
- 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。
- All individuals using SAP Business One, also through reporting tools, require an SAP Business One license.
  所有透過報表工具使用 SAP Business One 的個人，均需取得 SAP Business One 授權。

1. INTEGRATION FRAMEWORK FOR SMES
INTEGRATION FRAMEWORK FOR SME

1.1. Integration Framework for SMEs is part of the SAP Business One license, except for the Starter Package User.
除 Starter Package User 外，Integration Framework for SME 屬於 SAP Business One 授權之一部分。

2. SAP BUSINESS ONE STARTER PACKAGE USER
SAP BUSINESS ONE STARTER PACKAGE USER

2.1. Minimum license requirement: 1 SAP Business One Starter Package User.
最低授權要求：1 份 SAP Business One Starter Package User。

2.2. Maximum number of licenses is limited to a total of 5 for the sum of SAP Business One Starter Package Users and SAP Customer Checkout devices.
對於 SAP Business One Starter Package User 和 SAP Customer Checkout 裝置之總和，授權上限總數限制為 5 個。

2.3. If Customer requires more than the maximum number of 5 licenses, all SAP Business One Starter Package Users need to be licensed as SAP Business One Professional or Limited Professional User.
如果客戶需要超過上限 5 份授權，所有 SAP Business One Starter Package User 使用者都必須被授權為 SAP Business One Professional 或 Limited Professional User。

2.4. The SAP Business One Starter Package User can only be combined with "SAP Business One Indirect Access by non-employees" or "SAP Customer Checkout" and cannot be combined with any other SAP Business One user type or product options.
SAP Business One Starter Package User 僅可與「SAP Business One Indirect Access (供非員工)」或「SAP Customer Checkout」混用，且不得與任何其他 SAP Business One 使用者類型或產品選項混用。

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 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，即可使用此類報表與儀表板。

3.3. A single SAP Business One system includes 1 user for SAP Crystal Reports, without additional license fee.
單一 SAP Business One 系統包含 1 位 SAP Crystal Reports 使用者，無須另行支付授權費用。

3.4. SAP Crystal product versions for SAP Business One:
SAP Business One 的 SAP Crystal 產品版本：

a) are restricted for Use with the SAP Business One application data;
限於搭配 SAP Business One 應用程式資料使用；
b) are further subject to the terms and conditions applicable to SAP Crystal as stated in the SUR; and
同時應遵循 SUR 中所規定之適用於 SAP Crystal 的條款與條件；且
c) cannot be in deployed in a standalone environment.
不得部署於獨立環境中。

3.5. **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 1 Limited User or 1 Indirect access User required for each option licensed.
SAP Crystal Reports (SAP Business One 應用程式版)：針對使用 SAP Crystal Reports (SAP Business One 版) 的存取權限授予單一使用者授權。前提：各授權的選項須為一位 Professional User 或一位 Limited User 或一位 Indirect Access User。

4. SAP BUSINESS ONE INDIRECT ACCESS BY NON-EMPLOYEES
非員工使用 SAP BUSINESS ONE INDIRECT ACCESS

4.1. SAP Business One Indirect Access by Non-employees is an Instance authorized to access SAP Business One via its application programming interfaces only. It cannot access any of the user interfaces (desktop and mobile) developed by SAP. It cannot be used by employees and contingent workers (including Statement of work-based consultants, independent contractors; freelancers, other outsourced and non-permanent workers who are hired on a per-project basis).Those users are required to license a B1 named user license for their use. The SAP Application(s) and their required instances can be used without additional license fee. “SAP Application(s)” means all Packages (i.e. all Software and Third Party Software) licensed under the Agreement and/or SAP cloud services for which Customer has a valid subscription, excluding SAP Technology Solutions and all database Packages.
非員工使用 SAP Business One Indirect Access 係僅可透過其應用程式設計介面存取 SAP Business One 之授權執行個體。此執行個體無法存取任何由 SAP 開發之使用者介面 (桌面版與行動版)。員工及臨時工作者 (包括依工作說明書接受委託之顧問、獨立約聘人員、自由接案人員及其他以專案方式受雇之外包及非永久性工作人員) 不得使用此執行個體。此類使用者需要取得 B1 指定用戶授權。使用 SAP 應用程式和其必要執行個體，無須支付額外授權費用。「SAP 應用程式」係指所有依合約授權之套件 (即所有軟體及第三方軟體)，及/或客戶有效訂閱之 SAP 雲端服務，但不包括 SAP Technology 解決方案及所有資料庫套件。

5. SAP CUSTOMER CHECKOUT
SAP CUSTOMER CHECKOUT

5.1. SAP Customer Checkout is a Point Of Sales solution. No prerequisite
SAP Customer Checkout 係為一 Point Of Sales 解決方案。無先決條件

6. SAP BUSINESS ONE NAMED USERS
SAP BUSINESS ONE 指定用戶

6.1. **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 an SAP Business One system, work with production and Material Resource Planning (MRP) and use the SAP Business One Software Development Kit (SDK). The SAP Business One Professional User includes the rights granted under a SAP Business One Mobile Application User, 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.
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 系統及使用正式運作系統、物料資源規劃 (MRP) 及 SAP Business One 軟體開發套件 (SDK)。SAP Business One Professional User 包含 SAP Business One Mobile Application User、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。

6.2. **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 1 of these roles: CRM, Financial or Logistic. The SAP Business One Limited User license includes the rights granted under an SAP Business One Mobile Application User and 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 Limited User 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 Mobile Application User 和 SAP Business One Indirect Access User 授權所授予的權利。

6.3. **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 if such Named User is also an individual licensed from SAP as an SAP Business One Limited User and both are licensed for the same runtime database, if any. If receiving support under the license agreement, Customer 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 Customer 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。若客戶係根據授權合約獲得支援服務，則只要客戶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，可以進行下列升級：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。

6.4. **SAP Business One Mobile Application User** is a Named User who has access rights to the 'SAP Business One Sales' or 'SAP Business One Service' mobile application only. The SAP Business One Mobile Application User license includes the rights granted under an SAP Business One Indirect Access User license.
SAP Business One 行動應用程式使用者為僅具有「SAP Business One Sales」或「SAP Business One 服務行動應用程式」存取權的指定用戶。SAP Business One Mobile Application User 授權包含 SAP Business One Indirect Access User 授權所授予的權利。

6.5. **SAP Business One Indirect Access, user-based** is a Named User authorized to access SAP Business One via its application programming interfaces only. It cannot access any of the user interfaces (desktop and mobile) developed by SAP.
SAP Business One Indirect Access (以使用者為基礎) 係僅可透過其應用程式設計介面存取 SAP Business One 之授權指定用戶。此執行個體無法存取任何由 SAP 開發之使用者介面 (桌面版與行動版)。

6.6. **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 includes the rights granted under a SAP Business One Mobile Application User and 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，這些角色受 SAP Business One Starter Package 軟體支援。SAP Business One Starter Package User 授權包含 SAP Business One Mobile Application User 和 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。

6.7. **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, Customer 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 Customer 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。若客戶係根據授權合約獲得支援服務，則只要客戶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

6.8. **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, Customer 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 Customer 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。若客戶係根據授權合約獲得支援服務，則只要客戶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

7. SAP BUSINESS ONE METRICS
SAP BUSINESS ONE 度量資訊

7.1. "**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。

7.2. "**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., SAP 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、度量裝置、車內安裝的裝置 (板載單元) 或其他聯網裝置。此應用程式本身定義使用且因此計入價格清單項目的裝置類型 (例如，SAP SQL Anywhere 資料庫搭配 SAP POS 用於零售之裝置，其定義為從 SQL Anywhere Database 存取資料的裝置，或例如 SAP Mobile Order Management 裝置，則為車內安裝為板載單元的所有裝置)。

7.3. "**Gigabytes of memory**" are the total amount of memory that may be used by the Software, as measured in gigabytes.
「**十億位元組記憶體**」係指可供軟體使用的總記憶體量，以十億位元組 (GB) 為計量單位。

7.4. "**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不重複連線。

7.5. "**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。

7.6. "**Users**" are individuals who Use the Software.
「**使用者**」係指使用軟體的個人。

8. PRODUCT SPECIFIC TERMS FOR BUSINESS ONE SOFTWARE
BUSINESS ONE 軟體的產品特定條款

8.1. **SAP Business One Engine for SAP HANA**
SAP Business One 引擎 (適用於 SAP HANA)

8.1.1. SAP Business One, version for SAP HANA Engine is a runtime restricted license database for SAP Business One and SAP Business One Add-ons, including SAP Business Add-ons created by SAP partners or SAP Business One Add-ons created by Customer. Customer shall only use the SAP Business One, version for SAP HANA Engine in connection with SAP Business One Software and 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 Customer. 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 SAP Business One Add-ons.
SAP Business One 引擎 (適用於 SAP HANA 的版本) 作為執行階段受限授權資料庫，用於 SAP Business One 和 SAP Business One 附加元件 (包括 SAP 夥伴建立的 SAP Business 附加元件和客戶建立的 SAP Business One 附加元件)。客戶應僅使用與 SAP Business One 軟體相關之 SAP Business One 引擎 (適用於 SAP HANA 的版本) 和 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、客戶或客戶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 引擎 (適用於 SAP HANA 的版本) 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 SAP Business One 附加元件進行。

8.1.2. The SAP Business One, version for SAP HANA Engine includes a runtime license of HANA Studio, Cockpit and Web IDE 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 system 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).
SAP Business One (SAP HANA 版) 引擎包括 HANA Studio、Cockpit 與 Web IDE 之執行階段授權，使用者存取 HANA Studio、Cockpit 與 Web IDE 僅得用於管理 SAP Business One (SAP HANA 版) 引擎或系統管理工作，以及為滿足報表需求進行的資料模型化處理。SAP Business One 引擎 (適用於 SAP HANA 版本) 無法部署於與其他任何 SAP HANA 軟體相同的系統，SAP Business One 引擎 (適用於 SAP HANA 版本) 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。

8.1.3. The SAP Business One, version for SAP HANA engine includes a runtime license for all the SAP HANA components included in the package SAP HANA 2.0 Enterprise Edition for SAP Business One.
SAP Business One 引擎 (適用於 SAP HANA 的版本) 包括所有在 SAP HANA 2.0 (企業版，適用於 SAP Business One) 套件中的 SAP HANA 元件執行階段授權。

8.1.4. 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 Business One 引擎 (適用於 SAP HANA 的版本) 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。

8.1.5. **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。

9. LOCALIZATIONS
本地化版本

9.1. 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。

10. INTERCOMPANY INTEGRATION SOLUTION FOR SAP BUSINESS ONE
SAP BUSINESS ONE 的公司間整合解決方案

10.1. Enables management of intercompany transactions for multiple companies by automatically replicating corresponding transactions across multiple company databases. Prerequisite: One Professional User or 1 Limited User required for each option licensed. When this option is selected, all Professional and Limited users in the license contract must be licensed.
藉由自動複製多家公司資料庫內相對應的交易，以管理多家公司間的跨公司交易。前提：各授權的選項須為 1 位 Professional User 或 Limited User。選擇此選項時，所有的 Professional 及 Limited 使用者均應獲得授權。

11. FAIL-OVER SYSTEMS
容錯移轉系統

11.1. For any operating system environment in which Customer runs systems of SAP Business One software, Customer may run up to the same number of passive fail-over systems of SAP Business One software in a separate operating system environment for temporary support. Customer may run the passive fail-over installation of SAP Business One software on a hardware server other than the licensed hardware server.
對於客戶執行 SAP Business One 軟體系統所在的任何作業系統環境，客戶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系統，以備暫時支援之需。客戶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。

12. TEST SYSTEMS
測試系統

12.1. Customer is entitled to run 1 SAP Business One software system for internal testing purposes. For such test system, Customer may use the same users that Customer has licensed for productive use of SAP Business One software.
客戶有權為內部測試目的執行 1 個 SAP Business One 軟體系統。在此類測試系統中，客戶得使用已取得 SAP Business One 軟體正式運作使用授權之相同使用者。