SAP Procurement General Terms and Conditions
for SAP Taiwan Co., Ltd. (hereafter, the "GTC")
思愛普軟體系統股份有限公司之
SAP 採購一般條款與條件（以下稱「GTC」）

1. Applicability of GTC and Supplemental Terms
GTC 及補充條款之適用性

1.1 This GTC, including the Supplemental Terms further defined in Section 1.2, applies exclusively to all (i) services, including professional/consulting services ("Services"), (ii) physical items as well as software, data, scripts or code ("Goods"), and (iii) any Goods conceived, produced or developed in connection with the Services ("Deliverables") (such Services, Goods, and Deliverables herein individually and collectively referred to as "Supplies") provided by the supplier under an Order (hereafter, the "Supplier") to the SAP entity which has ordered t he Supplies (hereafter "SAP") or to a third party on behalf of SAP. Supplier and SAP may each individually be referred as a "Party" or, collectively, as the "Parties". This GTC (as in effect on the date of the applicable Order) applies to any Order of Supplies from Supplier, unless there is a separate written agreement between the Parties. Any other terms and conditions tendered by Supplier are expressly rejected. This GTC and the Order referencing this GTC may hereinafter be referred to as the "Agreement."
本 GTC (包括第 1.2 條中進一步定義之補充條款) 獨家適用於全部 (i) 服務，包括專業/諮詢服務 (簡稱「服務」)，(ii) 實體產品和軟體、資料、指令碼或程式碼 (簡稱「商品」)，以及 (iii) 任何與服務相關而構想、生產或開發的商品 (簡稱「交付項目」) (此類服務、商品及交付項目在本文件中分別並合稱為「供應品」)，且前開供應品係由訂單所列供應商 (以下稱「供應商」) 向已訂購供應品的 SAP 實體 (以下稱「SAP」) 或代表 SAP 之第三方提供者。供應商和 SAP 得各自分別稱為「當事方」或合稱為「締約雙方」。除締約雙方另有書面協議外，本 GTC (其於適用訂單之日期生效) 適用於任何來自供應商的供應品訂單。明文拒絕任何由供應商提出的其他條款與條件。本 GTC 及引用本 GTC 之訂單以下稱為「合約」。

1.2 Supplier acknowledges and agrees that:
供應商承認並同意：

(i) some terms and conditions are incorporated into the GTC and / or the Order are included via hyperlinks and are a legally binding part of the Agreement between Supplier and SAP ("Supplemental Terms");
併入 GTC 及/或訂單的部分條款與條件透過超連結納入，並為供應商與 SAP 之間合約具有法律拘束力之一部分 (簡稱「補充條款」)；

(ii) except as otherwise provided herein, the Supplemental Terms may be amended by SAP from time to time without further notice to Supplier.
除另有規定之外，此補充條款得由 SAP 不定期修正，且前開變更得不另行通知供應商而為之。

(iii) SAP has advised Supplier to check from time to time the then current and applicable Supplemental Terms as they may be subject to change according to Section 1.2 (ii);
SAP 已建議供應商不定期檢查當時適用的補充條款，因為此類條款可能依據第 1.2 (ii) 條規定加以變更；

(iv) for those Supplemental Terms in effect as of the effective date of the respective Order, it has been advised to download and retain a copy; and
針對在各自訂單生效日起生效的補充條款，SAP 已建議下載且保留副本；以及

(v) it will inform its Supplier Personnel of the applicable version of the Supplemental Terms.
SAP 將通知其供應商人員補充條款的適用版本。

1.3 In the event of any conflict or inconsistency among the terms and conditions set this GTC, the Supplemental Terms, and an Order, the following order of precedence governs: (i) first, the Order; (ii) second, the Supplemental Terms; and (iii) third, this GTC.
若條款與條件、補充條款與訂單之間有任何牴觸或不一致，則應套用以下優先順序：(i) 訂單；(ii) 補充條款；(iii) 此條款與條件。

2. Orders and General Principles
訂單和一般原則

2.1 The Parties agree that the type, scope, and qualification of the Supplies, as well as the respective remuneration, will be agreed to in "Orders". Orders hereunder are (i) SAP statements of works for Supplies mutually executed by the Parties ("SOWs"); or, if no SOW has been mutually executed, then (ii) purchase orders/ work orders which are issued by SAP if (1) such purchase order/work order references a fee schedule/rate card/price list for Supplies which has been mutually executed by the Parties ("Rate Card") and/or (2) Supplier accepts such purchase order/work order. Supplier will be deemed to have accepted the purchase order/work order by (i) using workflow e-approvals (if available, e.g. name/time stamp within SAP Fieldglass) or (ii) commencing to provide any of the Supplies contained in the purchase order/work order or invoicing SAP for any such Order. If provisions of the Order contradict or explicitly override the provisions of this GTC, the provisions of the Order shall prevail and govern.
締約雙方同意供應品的類型、範圍和資格以及各別報酬，將在「訂單」中議定。據此所載之訂單為 (i) 締約雙方共同簽訂針對供應商之 SAP 工作說明書 (簡稱「SOW」)；或雙方倘未簽訂 SOW，則為 (ii) SAP 核發之採購訂單/工單，若 (1) 前開採購訂單/工單引用已由締約雙方共同簽訂針對供應商之費用明細表/價目表/價格清單 (簡稱「價目表」) 及/或 (2) 供應商同意前開採購訂單/工單。供應商在下列情形中將視為同意訂單/工單：(i) 使用工作流程之電子化核准 (如可使用，例如在 SAP Fieldglass 中的姓名 / 時間戳記) 或 (ii) 開始供應訂單/工單中內含之任何供應商，或針對任一此類訂單向 SAP 開立發票。若訂單條文牴觸本 GTC 條文之規定，或其明確表示優先適用者，則應以訂單條文為準。

2.2 Supplier shall sign any documents and perform any action reasonably required or requested by SAP to give effect to Supplies being provided under the Order and this GTC, and will cause its officers, employees, and agents to do the same.
若為 SAP 合理所需或經合理要求，供應商應簽署任何文件並履行任何行為，以依據訂單及本 GTC 提供供應品，且將要求其高級職員、員工及代理商採取相同作法。

2.3 Each Party will designate a contact person who has the authority and experience to provide required information and to make the required decisions hereunder without undue delay. Each Party undertakes to involve the other Party's contact person wherever necessary for the proper performance of the Order.
各當事方將指定獲得授權並具備經驗之聯絡人，以提供所需資訊，且據此做出所需決策，不得無故遲延。無論何種情況，當有確切履行訂單之必要時，各當事方承諾聯繫另一當事方的聯絡人使其參與其中。

2.4 During the term of the Order, Supplier shall not make any offer to SAP's customer in respect of consulting services in the field addressed by the Services ordered by SAP (if any). Supplier's breach entitles SAP to a liquidated damages fee of five percent (5%) of the Order value. This is without prejudice to other rights, in particular claims for damages, but such fee shall be offset against any of SAP's further claims for damages.
訂單期間內，在 SAP 所訂購服務針對的領域中，供應商不應對其向 SAP 顧客提出任何諮詢服務方面的優惠 (如有任何)。供應商違反此規定，SAP 將因此有權收取訂單金額百分之五 (5%) 的違約賠償金。此將不會損害 SAP 其他權利 (特別是損害賠償請求權)，但前開賠償金應自 SAP 進一步損害賠償金額中扣除。

3. Compensation; Invoicing and Billing; Taxes
酬金；開立發票及帳單；稅款

3.1 Supplier shall participate in SAP´s electronic billing process (credit process) and, upon SAP's request, bill for its Supplies by using SAP's electronic billing tool for the invoicing of Supplies. In such case, Sections 3.2 through 3.7 shall be deemed to apply to the electronic billing process accordingly. On Supplier's written request SAP will provide further information about electronic billing.
供應商應加入 SAP 電子請款流程 (信用流程)，並基於 SAP 請求，透過使用 SAP 關於供應商開立發票的電子請款工具，針對其供應

品請款。在此情況下，第 3.2 條至 3.7 條應因此視為適用於電子請款流程。依據供應商書面請求，SAP 將提供關於電子請款的進一步資訊。

3.2 Supplier agrees to be compensated and reimbursed for Supplies provided in accordance with the fees (i) based on the specific description and pricing methodologies set forth in the Order, and (ii) never in excess of any applicable prices or rates for the Supplies previously agreed to by Supplier and SAP in writing, including in Rate Cards, unless the Parties agree specifically to override those prices or rates for that specific Order. Supplier is not entitled to any other compensation or fees for Supplies that are not identified in the Order. Travel and other expenses will only be reimbursed to the extent they are reasonable, have been expressly agreed in the Order and comply with the SAP Supplier Travel & Expense Reimbursement Policy available at www.sap.com/supplier-portal-travel-and-expense-policy-en, as may be amended from time to time.
供應商同意依據下列規定收受其所提供之供應品酬金及報銷金額：(i) 基於訂單中所規定特定說明及計價方式計算之費用，且 (ii) 費用未超過任何供應商及 SAP 先前書面同意之供應品適用價格或費率 (包括價目表中規定者)，除非締約雙方明確同意不接受該特定訂單之價格或費率。供應商無權收取任何未載明於訂單中的供應品酬金或費用。差旅及其他費用僅得在訂單中已明文同意之合理範圍內報銷，且應遵守 SAP 供應商差旅和費用核銷政策，該政策可於下列網址存取：www.sap.com/supplier-portal-travel-and-expense-policy-en，且可能不定期修正。

3.3 SAP will pay only those undisputed fees that are expressly authorized, and do not exceed the stated fees and/or total cost stated in the applicable Order. Unless otherwise specifically agreed to in writing, Supplier will invoice SAP each month for the Supplies provided during the preceding month. Each invoice must relate to only one Order. Unless otherwise agreed in writing, the invoice must be sent separately for each Order to the invoice address indicated on the Order after the Supplies have been provided. The Supplier shall submit the invoice using the format and invoice delivery method indicated in the Order. Payment is due sixty (60) calendar days following SAP's receipt of invoice (evidenced by the delivery receipt/documentation).
SAP 僅將支付經明確授權之無爭議費用，且其未超過適用訂單中所載費用及/或總成本。除另有書面具體約定外，供應商將每月向 SAP 開立前一個月提供之供應品發票。每一張發票均僅與一訂單相關。除另有書面約定外，每一訂單之發票必須在供應品提供後，分別寄至訂單上的發票地址。供應商應依據訂單中所載發票格式及寄送方式提交發票。付款款項應於 SAP 收受發票後六十 (60) 個日曆天到期 (以送達收執/文件為證明)。

3.4 Except as the applicable Order may otherwise specify, no longer than forty-five (45) calendar days following the Supplies being provided, Supplier must submit an invoice to SAP in the manner indicated in the applicable Order, or any other address that SAP may designate in writing. Each invoice must specify the following information: 1) correct Order number, 2) correct SAP entity name, 3) geographic location where the Supplies were provided (identifying the country which services were provided in a separate line item, in case of multiple countries), 4) invoice number, 5) invoice date, 6) amount due, and 7) remit - to address and any other information or instruction that is required for a valid tax invoice in the country where Supplies are provided. Failure of Supplier to submit invoices to SAP in accordance with the foregoing terms shall subject them to rejection or delay, and SAP will not be responsible for timeliness of such payment.
除適用訂單另有規定外，供應商應於不超過供應品提供後四十五 (45) 個日曆天，依據適用訂單中載明方式向 SAP 提交發票，或寄送至 SAP 以書面指定之任何地址。每一張發票必須載明下列資訊：1) 正確的訂單號碼，2) 正確的 SAP 實體名稱，3) 供應品提供的地理位置 (若涉及多個國家/地區，請另於明細項目中指出服務提供的國家/地區)，4) 發票號碼，5) 發票日期，6) 到期應付金額，以及 7) 匯寄 - 地址及有效稅款發票在供應品提供國家/地區所需的任何其他資訊或指示。供應商未能依據前開規定向 SAP 提交發票時，即應接受拒絕或遲延付款之結果，且 SAP 對於前開付款的適時性將不負任何責任。

3.5 Supplier must provide supporting documentation along with the invoice and other information that SAP may reasonably request to verify the accuracy of any fees. For Services provided on a time and material basis, each calendar week, unless otherwise agreed in the Order, Supplier shall without delay provide to SAP a written activity report showing details of all Supplier Personnel (as defined in Section 5.1), time worked, location of work, and activities justifying all time and expenses being charged. For Supplies provided on a fixed fee or other milestone deliverables basis, reports shall be submitted as required in the Order.
供應商必須提供佐證的證明文件，併同發票及 SAP 合理請求驗證任何費用正確性的其他資訊。針對按時間及材料計費提供之服務，除訂單中另有約定外，供應商應於每一日曆週向 SAP 提供書面活動報告，顯示所有供應商人員 (如第 5.1 條規定所定義)、工作時間、工作地點及可合理說明全部計費時間及費用所涉活動的詳細資料。針對按固定費用或其他里程碑交付項目提供的服務，則應按訂單規定提交報告。

3.6 Supplier warrants that it is responsible for the payment of all applicable taxes due with respect to the Supplies that it is required by applicable law to collect or pay. Any consideration payable under this GTC shall be exclusive of VAT, goods and service taxes, sales taxes and similar levies. However, in compliance with tax law, VAT or the afore-mentioned similar levies shall be added to the consideration, if applicable, and shall be invoiced at the same time as the consideration as a separate line item. In addition, a valid VAT invoice shall be issued in conformity with the applicable VAT laws in respect of the transaction covered by the consideration. In the event that VAT is charged in error, a valid VAT credit note shall be issued, and the VAT amount shall be adjusted accordingly at the earliest possible time.
供應商保證負責供應品依據相關法律規定所應徵收或支付之全部應付稅款。任何依據本 GTC 應付之酬金，均應扣除 VAT、商品及服務稅、銷售稅和相似的徵稅項目。惟為遵守稅法規定，應將 VAT 或前述相似的徵稅項目計入酬金 (如適用)，且應同時以單獨的明細項目另行開立酬金發票。此外，有效的 VAT 發票之開立，應符合酬金所涵蓋交易相關適用的 VAT 法律規定。倘有錯誤計費 VAT 的情況，應開立有效的 VAT 貸項通知單，且盡可能在最快的時間內相應調整該 VAT 金額。

3.7 Supplier's income taxes on the Supplies will be borne by the Supplier. If SAP is required by law to make any withholding on account of Supplier (including but not limited to any income or corporation tax or a similar tax) from any payments to the Supplier under this GTC,SAP shall be entitled to reduce the amount payable to Supplier by the withholding. .
供應商將自行負擔供應品相關的所得稅。倘法律規定 SAP 應自依據本 GTC 向供應商支付款項中預扣供應商應付稅款 (包括但不限於任何所得或公司稅或相似的徵稅項目)，SAP 有權在其向供應商應支付到期金額中扣除該應付款項。.

4. Changes in the Supplies
變更供應品

4.1 SAP may, at any time, request additions, deletions, or revisions to the Supplies ordered (such requests, "RFCs"). Unless the Supplier is unable to perform the RFC or it would be unreasonably disadvantageous for Supplier to do so, Supplier must comply with the RFC and give notice in writing within ten (10) working days with the following information: (i) impact, if any, on existing Deliverables and/or definition of additional Deliverables; (ii) estimated impact, if any, on the project schedule; and (iii) estimated change, if any, in project fees.
SAP 得隨時要求增減或修改已訂購供應品 (此類要求簡稱「RFC」)。除供應商無法履行 RFC 或其履行可能對供應商造成不合理的負面結果外，供應商應遵守 RFC，並於十 (10) 個工作天內提出包含下列資訊的書面通知：(i) 現行交付項目的影響 (如有任何) 及/或額外交付項目定義；(ii) 專案時程的預估影響 (如有任何)，以及 (iii) 專案費用的預估變動 (如有任何)。

4.2 All RFCs initiated by the Supplier must be made in writing and shall be submitted to the appropriate SAP Project Manager. Each request shall contain the reason for change and the information stated in Section 4.1. The SAP Project Manager shall review and accept or reject the RFC. If rejected the RFC shall be returned to the submitting Party with written reasons for rejection and, as appropriate, any acceptable alternatives. During or before Supplier's assessment of the RFC, SAP may determine, in its sole discretion, whether work under the existing Order should continue or be suspended pending the final decision on the RFC.
所有供應商發起的 RFC 皆須以書面為之，且應提交至相關的 SAP 專案經理。每一要求均應包含變更理由及第 4.1 條規定之資訊。SAP 專案經理應檢視並同意或拒絕該 RFC。倘為拒絕 RFC 的情況

，應檢附拒絕理由退回提交要求之當事方，且如適當，亦應檢附可被接受的替代方案。在供應商 RFC 評估期間或之前，SAP 針對依據現有訂單取決於 RFC 最終決定之工作，得自行決定是否應持續或中止。

4.3 All approved RFCs will be incorporated as change orders to the Order via a separate written amendment ("Change Order"). Supplier will not provide any Supplies outside of the Order until both Parties have executed the Change Order.
所有經核准的 RFC 將透過單獨的書面修正文件，併入作為訂單之變更訂單 (簡稱「變更訂單」)。在締約雙方簽署變更訂單前，供應商將不提供任何不在訂單規定範圍內之供應品。

5. Supplier Personnel
供應商人員

5.1 Supplier employees, as well as approved Subcontractors (as defined in Section 6), agents, and/or other representatives that provide Supplies hereunder (collectively "Supplier Personnel") shall remain, at all times, in the employ or at the direction of Supplier and shall not be deemed employees of SAP for any purpose. As used in this GTC, "Representatives" shall mean (i) Supplier Personnel; (ii) attorneys, accountants, or other professional business advisors; and, additionally, (iii) in the case of SAP, employees of SAP, SAP affiliates, customers, partners, and Subcontractors. This GTC does not authorize in any manner Supplier to contract in the name of or on behalf of SAP, or to hire persons as employees of SAP, or to otherwise act on behalf of, or hold itself out as an agent or representative of SAP. Supplier agrees that in the performance of this GTC it shall serve as an independent contractor for all purposes of any kind whatsoever and all Supplier Personnel shall be subject solely to the control, supervision and authority of Supplier. Supplier shall supervise, perform or cause to be performed all Supplies to be accomplished by Supplier Personnel as further described in the Order. No provision of this GTC will be deemed to create a contractual relationship between SAP and any Supplier Personnel.
依據本文件規定提供供應品之供應商員工和核准分包商 (如第 6 條定義)、代理商及/或其他代表人 (以下通稱「供應商人員」) 應始終處於受雇關係，或遵守供應商指示，且無論基於任何目的均不應視為 SAP 員工。本 GTC 中使用的「代表人」一詞應係指：(i) 供應商人員；(ii) 律師、會計師或其他專業商業顧問；此外，(iii) 以 SAP 而言，則為 SAP 員工、SAP 關係企業、客戶、合作夥伴及分包商。本 GTC 未以任何方式授權供應商以 SAP 名義或代表 SAP 簽約或雇用他人為 SAP 員工，或以其他方式代表或對外宣稱自己為 SAP 代理商或代表人。供應商同意無論基於任何目的，其均應作為獨立承包商身分履行本 GTC，且所有供應商人員應僅聽從供應商之管控、監督及指揮。供應商應依據訂單中進一步所述，監督、履行或使其履行所有應由供應商人員完成之供應品。本 GTC 中任一條文均不得視為創設 SAP 及任何供應商人員間之契約關係。

5.2 Supplier shall ensure Supplier Personnel are trained and experienced so as to properly provide the Supplies. Supplier shall be directly responsible for all Supplies performed by Supplier Personnel.
供應商應確保供應商人員受有訓練並具經驗，以妥適提供供應品。供應商對於所有由供應商人員完成之供應品負有直接責任。

5.3 SAP may, at any time, request in its sole discretion that Supplier Personnel be removed or replaced hereunder, and Supplier shall promptly replace said Supplier Personnel with new Supplier Personnel acceptable to SAP.
SAP 得隨時據此自行決定要求移除或更換供應商人員，且供應商應立即替補 SAP 可接受的新供應商人員，以取代前開供應商人員。

5.4 Supplier represents and warrants that it has or will obtain prior to the delivery of any Services pursuant to any Order, at Suppliers sole cost and expense, any and all immigration documents, visas, clearances, permits and the like necessary and appropriate for the lawful rendition to SAP of the Services in the location or locations contemplated by this GTC. It is understood and agreed that the lawful immigration status of Supplier and Supplier Personnel and their right to perform is a material inducement for SAP to enter into this GTC with Supplier.
Before any assignment of Supplier Personnel to the delivery of any services, Supplier will perform checks and controls to identify whether Supplier Personnel: a) holds a prominent public position or role in a government body or international organization; or b) has any immediate family members and/or close associates who holds such position or role (" Politically Exposed Person"). Immediate family members and/or close associates of the Supplier Personnel are also considered Politically Exposed Persons. In the event a Politically Exposed Person has been identified, SAP must be notified by the Supplier and both Supplier and SAP will determine appropriate measures to mitigate and manage any potential risks of fraud, bribery, or corruption.
供應商聲明並保證其在依據任一訂單交付任何服務前，由供應商自行承擔成本及費用，已取得或將取得任何移民文件、簽證、批准、許可，以及可在本 GTC 規定地點合法向 SAP 提供服務所需相關文件。瞭解並同意供應商及供應商人員之合法移民身分及履約權利，乃誘使 SAP 與供應商簽訂本 GTC 的重要理由。

供應商人員轉讓任何服務交付前，供應商應執行檢視和管控以識別供應商人員是否 a) 於政府機構或國際組織中擔任重要公務職位或角色；或 b) 有任何直系親屬和/或關聯人擔任該等職位或角色（下稱「公職人員」）。該等供應商人員之直系親屬和/或關聯人亦視為公職人員。倘若發現公職人員，供應商應當立即通知 SAP 且 SAP 將採取適當之措施以降低並控制任何欺詐、腐敗或賄賂之潛在風險。

5.5 Supplier acknowledges that in connection with the provision of Supplies hereunder, Supplier may obtain access to or knowledge about information (i) of or about SAP customers whose profession, due to relevant national laws, imposes a professional secrecy obligation upon them , (ii) of SAP customers which may fall within the scope of telecommunications secrecy due to relevant national telecommunications law ((i) and (ii) together hereinafter referred to as "Secrets"), and which are therefore subject to exceptional confidentiality. If and to the extent Supplier is granted with access to Secrets, Supplier warrants (i) to inform Supplier Personnel that the unauthorized disclosure of Secrets may lead to prosecution including criminal penalties or imprisonment under relevant local law (e.g. to the extent applicable, § 88 German TKG, § 203 German Penal Code or in France Article 226-13 French Code Penal), (ii) to oblige Supplier Personnel in accordance with relevant local laws; in particular to treat Secrets strictly confidential and to protect them against disclosure by third parties, and (iii) that Supplier Personnel may use and obtain knowledge of SAP's and its customer's company and employee data, only to the extent required to provide the Supplies.
供應商承認依據本文件所為之供應品提供，供應商得取得下列資訊存取權限或獲取相關知識：(i) SAP 客戶專業依據相關國家/地區法律規定，課予其負有業務保密義務時之客戶本身或與其相關資訊，(ii) 依據相關國家/地區電信法律規定，符合電信保密範圍之 SAP 客戶本身資訊 (第 (i) 項和第 (ii) 項以下合稱為「秘密」)，並因此受到例外保密之規範。倘授予供應商存取秘密權限，在該授權範圍內，供應商保證：(i) 告知供應商人員，未經授權揭露秘密可能導致包括依據當地法律應受刑事處罰或徒刑在內之訴追 (例如，德國電信法第 88 條、德國刑法第 203 條或法國刑事法第 226-13 條等相關法律範圍內)，(ii) 使供應商人員負有遵守相關當地法律之義務，尤應嚴格將秘密視為機密處理，並避免遭到第三方揭露，以及 (iii) 供應商人員僅得於提供供應品所需程度內，使用及取得 SAP 和其客戶公司之知識及員工資料。

6. Subcontracting
分包

Supplier must obtain SAP's written consent before engaging any subcontractor in connection with the Supplies, whether a company or an individual ("Subcontractor"), including where the Subcontractor is an affiliate of Supplier or where Supplier has an ownership interest in the Subcontractor. No approval by SAP to subcontract any of the Supplies shall relieve Supplier of any of its obligations under this GTC. Supplier is responsible to ensure that all of its contracts with all Subcontractors contain provisions that are in conformity with and no less stringent than the provisions of this GTC. Upon SAP's request, Supplier will require each Subcontractor to provide relevant information to ensure Subcontractor is acting as an independent contractor.
供應商須在僱用任何供應品相關分包商前取得 SAP 書面同意，無論該分包商為公司或個人 (以下稱「分包商」)，此包括當分包商為供應商關係企業，或供應商對於分包商享有所有權權益時之情形。SAP 針對分包供應品之核准，不應視為減免供應商依據本 GTC 所負義務。供應商應負責確保其與所有分包商間之契約，均納入符合本 GTC 條文且未較其寬鬆之條文規定。基於 SAP 之要求，供應商將要求每一分包商提供確保分包商作為獨立承包商之相關資訊。

7. Confidential Information, Security and Data Protection
機密資訊、安全與資料保護

7.1 As used herein, “Confidential Information” shall mean all information which SAP protects against unrestricted disclosure to others, furnished by SAP or its Representatives to Supplier or its Representatives (i) is identified as confidential, internal, or proprietary at the time of disclosure, or (ii) should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure..
本合約所使用之「機密資訊」一詞應係指 SAP 或其代表人向供應商或其代表人提供，禁止避免隨意向他人洩漏之全部資訊，且其 (i) 於揭露時認定為機密、內部或專屬者；或 (ii) 鑒於資訊的性質及揭露時的情況，應在揭露時合理視為機密資訊者。

7.2 Supplier shall (i) take all reasonable steps (defined below) to maintain Confidential Information in strict confidence, taking steps to protect Confidential Information at least as protective as those steps that Supplier takes to protect its own proprietary and confidential information of a similar nature, but in no event less than a reasonable standard of care; (ii) not to disclose or reveal any Confidential Information to any person other than its Representatives on a need-to-know basis and only to the extent necessary to accomplish the intent of this GTC and who are under obligations of confidentiality substantially similar to those set forth herein (iii) not use or reproduce the Confidential Information in any form except as required to accomplish the intent of this GTC. Any reproduction of any Confidential Information shall remain the property of SAP and shall contain any and all confidential, internal or proprietary notices or legends which appear on the original and on any reproductions; and (iv) not reverse engineer, disassemble, decompile, or attempt to derive any underlying source code, ideas or methods from the Confidential Information without the prior written permission of SAP. Supplier shall (i) be responsible for any breach of these terms by it or its Representatives, (ii) make its Representatives aware of the restriction imposed on the Confidential Information, (iii) and require its Representatives to observe the obligation of confidentiality.
供應商應為下列作為：(i) 針對機密資訊採取所有嚴格保密之合理步驟 (定義如下)，機密資訊保密步驟之保障程度應至少不低於供應商保護自身具有相似性質之專屬及機密資訊，且無論如何均不得低於合理注意義務標準；(ii) 除有知情需求之代表人外，不得向任何人揭露或洩漏任何機密資訊，且應僅限於達成本 GTC 目的所需程度範圍內為之，又該代表人所負保密義務實質上應與此處規定相近；(iii) 除為達本 GTC 目的所需外，不得以任何形式使用或重製機密資訊。任何機密資訊之重製均為 SAP 財產，且應包含任何及全部在原始及重製物件上出現的機密、內部或專屬聲明或圖例；以及 (iv) 不得進行反向還原工程、反編譯、反組譯，或未經 SAP 書面允許，企圖自機密資訊中衍生任何基本原始碼、構想或方法。供應商應 (i) 就自身或其代表人任何違反條款之行為負責，(ii) 使其代表人知悉課予機密資訊之限制，(iii) 以及要求其代表人遵守保密義務。

7.3 The above restrictions on the use and disclosure of Confidential Information shall not apply to any Confidential Information that: (a) has become generally known or available to the public through no act or omission on the part of the Supplier; (b) at the time of disclosure to Supplier was known to Supplier free of restriction; (c) is lawfully acquired free of restriction by the Supplier from a third party having the right to furnish such Confidential Information; or (d) is independently developed by Supplier without reference or access to the Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information.
上開機密資訊使用及揭露限制不適用於下列任何機密資訊：(a) 因供應商不作為或過失而成為公眾普遍知悉或可取得者；(b) 向供應商揭露時，已為供應商所知且未受限制之資訊；(c) 供應商自有權提供此類機密資訊第三方合法取得且未受限制之資訊；或 (d) 供應商未參考或存取機密資訊而獨立開發者，或自有權提供此類機密資訊第三方接收之未受限制資訊。

7.4 In the event Supplier or any of its Representatives provides SAP with input regarding SAP’s software, products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of SAP’s software and/or other SAP products or services (collectively, "Feedback"), Supplier grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, transferable and royalty-free license, with the right to sublicense to SAP’s licensors, licensees, and customers, under all of Supplier’s relevant Intellectual Property (as defined in Section 8.1), to use, publish, disclose, display, perform, copy, make, have made, make derivates of, use, sell and otherwise exploit such Feedback in any manner SAP chooses, without reference to the source.
當供應商或其任何代表人向 SAP 提供關於 SAP 軟體、產品、服務、業務或技術計畫之意見時，此包括但不限於 SAP 軟體及/或其他 SAP 產品或服務之可能創作、修改、更正、改良或增強相關評論或建議 (以下通稱為「回饋」)，供應商授予 SAP 非專屬、不可撤銷、可轉讓、免權利金之永久性全球授權，供應商有權根據所有相關智慧財產權 (如第 8.1 條定義)，轉授權予 SAP 之授權人、被授權人及客戶，以使用、發布、揭露、展示、演出、複製、製作、委託製作、製作衍生作品、使用、出售和以任何其他經 SAP 選定且無須引用來源之方式利用此類回饋。

7.5 Supplier may disclose Confidential Information to the extent required by law, regulation, court order or regulatory agency provided that Supplier uses reasonable efforts to give SAP reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of SAP. Supplier and its Representative shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment. Supplier acknowledges that SAP customer data that falls within the scope of a Secret may be legally banned from public seizure and be exempted from applicable legal obligations, if any, to give evidence, and warrants not to disclose or give evidence about such SAP customer data without SAP’s prior explicit consent. In case of a public seizure, Supplier shall object to the seizure and promptly inform SAP.
供應商得在法律、法規、法院命令或主管機關要求範圍內揭露機密資訊，前提是供應商盡其合理努力在事前通知 SAP 此類應揭露事宜 (該通知以法律所許可者為限)，並於 SAP 要求並負擔費用之情況下，針對應揭露事宜之異議提供合理協助。供應商及其代表人應盡商業上合理努力，僅揭露法律規定揭露之機密資訊部分，並要求所有據此揭露之機密資訊應予保密。供應商肯認法律上可能禁止以公權力扣押屬於秘密範圍內之 SAP 客戶資料，且其可能豁免於適用的法定義務 (如有任何)，以提供證據，並保證未經 SAP 事前明確同意，不揭露或提供有關此類 SAP 客戶資料。倘遇公權力扣押之情形，供應商應反對此扣押，並立即通知 SAP。

7.6 Upon SAP’s request, or upon the effective date of the termination or revocation of an Order according to Section 14, and except to the extent it is legally entitled or required to retain the Confidential Information, Supplier shall promptly destroy or return to SAP, at SAP’s election, all materials containing Confidential Information and all copies thereof, whether reproductions, summaries, or extracts thereof or based thereon (whether in hard-copy form or on intangible media).
基於 SAP 之要求，或在訂單依據第 14 條規定終止或撤銷時，除經合法授權或規定保留機密資訊外，供應商應立即依據 SAP 之決定，將所有含有機密資訊之素材及其複本銷毀或歸還 SAP，無論其為前開資料之重製、摘要或摘錄，或據其所為之重製、摘要或摘錄 (含紙本形式或非實體媒介)。

7.7 Without prejudice to the rights and remedies otherwise available to SAP, SAP shall be entitled to equitable relief by way of injunction or otherwise, without the need to post a bond, if Supplier or any of its Representatives breach or threaten to breach any provisions of this Section 7. Supplier acknowledges the highly confidential nature of the Confidential Information, and that the unauthorized disclosure of such will give rise to irreparable injury to SAP, such injury being inadequately compensable in damages.
倘供應商或其任何代表人違反第 (本) 7 條任何規定或有違反之虞，在不侵害 SAP 權利及救濟手段之前提下，SAP 應有權以禁制令或其他方式採取衡平救濟，無須提出擔保。供應商承認機密資訊之高度機密性，並承認未經授權揭露相關資訊將為 SAP 造成不可挽回的損害，此類損害無法完全透過損害賠償填補。

7.8 Supplier shall maintain generally accepted industry standard administrative, physical, and technical safeguards for protection of the information security, confidentiality, and integrity of SAP. Supplier shall (i) comply with the terms in the SAP Third Party Security Annex set forth at www.sap.com/supplier-portal-supplemental-terms-third-party-security-annex , (ii) shall abide by additional Supplemental Terms (if applicable), as may be amended from time to time; and (iii) shall abide by terms relating to services rendered to SAP customer or partner who are a credit or other

regulated financial institution supervised by financial authorities, available at www.sap.com/supplier-portal-supplemental-terms-customers-financial-services.. SAP reserves the right to modify the TPSA ("**Changes**") within SAP's sole discretion provided that a) changes shall be effective no sooner than ninety (90) days after email notice to Supplier ("**Notice Period**") and b) Supplier has the right to object to changes by notifying SAP within thirty (30) days of receiving such notice. Upon receipt of such objection, SAP may terminate the affected agreement(s) upon prior written notice. If Supplier does not object within the Notice Period, the changes are deemed to be accepted by Supplier. Notwithstanding the foregoing, any change that is non-material or beneficial to Supplier will become effective upon notice by SAP without the process / options described above. If the Confidential Information contains personal data of SAP, its affiliates, partners or customers, Supplier agrees to comply with all applicable data protection laws. Additionally, Supplier must sign (i) the SAP data processing agreement if the Supplies require him to process such personal data and/or (ii) if applicable, any necessary additional data controllership agreements if Supplier acts as a controller of personal data. The additional terms and agreements referenced in this section are hereinafter collectively referred to as "Additional Data and Security Agreements".
為維護 SAP 資訊安全、機密及誠信，供應商應提供符合普遍公認業界標準的管理、實體及技術保障。倘供應商經授予存取機密資訊之權限，供應商應遵守(i) 載於網址 www.sap.com/supplier-portal-supplemental-terms-third-party-security-annex 之 SAP 第三方安全附錄（下稱「TPSA」）之條款；(ii) 額外補充條款 (如適用，且其可能不定期修正)；(iii) SAP 客戶或夥伴受金融當局監管之服務相關條款，其網址：www.sap.com/supplier-portal-supplemental-terms-customers-financial-services。SAP 保留基於 SAP 獨立決定修改 TPSA（下稱「變更」）之權利，前提是 a) 該等變化不早於 SAP 郵件通知供應商後九十(90)天（下稱「通知期限」）生效，且 b) 供應商有權經收到該等通知後三十(30)天內通知 SAP 拒絕該等變更。若供應商並無於通知期限內提出反對，該等變更視為已被供應商接受。縱有前述之規定，任何非實質性或是有利於供應商之變更則經 SAP 通知後立即生效，無需前述之程序/選擇。倘機密資訊內含 SAP 及其關係企業、合作夥伴或顧客之個人資料，供應商同意遵守所有相關的資料保護法律。此外，供應商須簽署下列文件：(i) 供應商經要求處理此類個人資料時之 SAP 資料處理合約，以及/或 (ii) 供應商為個人資料之控制者時，任何其他必要的資料控制者合約 (如適用)。本條引用之額外條款及合約以下通稱為「額外的資料及安全合約」。

7.9 Supplier shall not provide any information about a competitor of SAP ("Competitive Information") unless such information is in the public domain or otherwise lawfully available for transmission to SAP, in such case Supplier must comply with any terms and conditions attached to or otherwise applicable to the Competitive Information. Supplier Personnel who may be exposed to confidential information of competitors of SAP must act in accordance with the Supplier Code of Conduct at all times.
供應商不得提供任何 SAP 競爭者相關資訊 (簡稱「競爭性資訊」)，除此類資訊乃屬公眾領域資訊，或可合法取得向 SAP 傳輸者外，在此等情況下，供應商須遵守附加於競爭性資訊之任何條款與條件，或其他適用於該競爭性資訊之限制。可能接觸 SAP 競爭者機密資訊之供應商人員，無論何時均應符合供應商行為準則行事。

8. Intellectual Property
智慧財產權

8.1 For purposes of this GTC, "Intellectual Property" means all intellectual property and proprietary rights, including without limitation all rights of inventorship and authorship, inventions, patents, utility models and rights in confidential information, including know-how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights and related rights, trademark, moral rights, trade dress, and service mark rights, and all rights in trade secrets, computer software, proprietary information and data, and databases, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which now subsist or will subsist in the future in any part of the world.
基於 GTC 之目的，「智慧財產權」係指所有智慧財產權及專屬權利，包括但不限於所有發明者及作者之權利、發明、專利、新型及包含專門技術在內的機密資訊權利，其可針對任何產品、流程、方法、機器、製造、設計、合成物或其任何新的或有用的改良，以及著作權及其相關權利、商標、人格權、營業表徵和服務標章權利，亦涵蓋所有營業秘密、電腦軟體、專屬資訊和資料與資料庫中可享之權利，無論其在註冊或未註冊之情況下，同時包括針對現在存續或未來將存續於世界任一角落之此類權利及所有相似或相等權利或保護形式之應用 (或應用之權利)、更新或延展。

8.2 Supplier hereby assigns, with full title guarantee and free from all Third-Party Rights (as defined in Section 11.2), to SAP all its respective rights, title, and interest in the Intellectual Property conceived, produced or developed by Supplier in connection with the Supplies and SAP owns all right, title and interest in and to such Supplies. Supplier undertakes to give all notices, take required actions, and sign all documents necessary or appropriate to give effect to and register such assignment in SAP's favor where SAP is so entitled. Supplier warrants, that, where applicable and to the extent permitted by applicable law, all authors of the Supplies waived their rights, if any, in or relating to the Supplies for the benefit of SAP and its assigns and licensees .
供應商以充分所有權擔保，並免於第三方權利 (如第 11.2 條定義)主張，據此向 SAP 轉讓其所構想、生產或開發與供應品相關之智慧財產權中分別享有之權利、所有權及利益，且 SAP 享有此類供應品中或可對其主張之所有權利、所有權及利益。供應商承諾提出所有通知、採取所需行動及簽署必要或相關文件，使前開轉讓之進行及註冊以有利於 SAP 取得授權方式為之。供應商保證，在適用的情況下及相關法律允許的範圍內，供應物之所有作者基於 SAP、受讓人及被授權人之利益，均已拋棄其對供應物之相關權利 (如有任何)。

8.3 Where such assignment is not possible, Supplier grants to SAP a full, paid-up, exclusive, assignable, sublicensable, perpetual, irrevocable, worldwide license to the Intellectual Property conceived, produced or developed by Supplier in connection with the Supplies to permit SAP to use, make and have made, copy, modify, distribute, and fully exploit such Supplies, including, without limitation, a comprehensive assignable, sublicensable, perpetual exclusive worldwide right to use and exploit any Supplies to which rights of authorship and copyright attach. The rights of use and exploitation encompass, without limitation, the right to copy, change, process, translate, and market, whether by way of leasing, renting, or otherwise, any such Supplies and to grant such rights to others.
當不可能完成此類轉讓時，供應商針對其所構想、生產或開發與供應品相關之智慧財產權，授予 SAP 具有完整性、已繳足、排他性、可轉讓、可轉授權、永久性且不可撤銷的全球性授權，以允許 SAP 使用、製作、委託製作、複製、修改、散佈及充分利用此類供應品，包括但不限於全面性可轉讓、可轉授權、永久性、排他性的全球性權利，以使用及利用任何作者權利及著作權所屬供應品。 使用及利用權利包含 (但不限於) 複製、變更、處理、翻譯及行銷任何此類供應品之權利，無論是以租賃、出租或其他方式授予他人此類權利。

8.4 Notwithstanding anything to the contrary herein, Supplier shall retain ownership of all Intellectual Property created or acquired by Supplier outside the scope of this GTC ("Pre-Existing IP"). Supplier's Pre-Existing IP or any third-party software or materials shall not be included as part of the Supplies, unless otherwise agreed in the Order. In the event that the Supplies include or are covered by any Pre-Existing IP, Supplier hereby grants SAP a license equivalent in scope to the license described in Section 8.3, except that such license shall be non-exclusive.
儘管有與本文件相反之規定，供應商應保有其在本 GTC 範圍外所創造或取得所有智慧財產權之所有權 (簡稱「先前存在的 IP」)。供應商先前存在的 IP 或任何第三方軟體或素材，除另於訂單中議定外，均不應納入作為供應品之一部份。當供應品包括或涵蓋於先前存在的 IP 時，供應商據此授予 SAP 與第 8.3 條所述授權範圍相同之授權，惟此類授權應不具排他性。

8.5 Agreed assignments and/or license grants take effect immediately when the Supplies come into being. SAP hereby accepts such assignment of title to or, as the case may be, grant of rights in the Supplies.
議定轉讓及/或授權應於供應品產出時立即生效。SAP 據此接受供應品所有權之轉讓，或視情況，接受供應品所屬權利授予。

8.6 Supplier's contracts with its employees and/or subcontractors that relate to Supplier's provision of the Supplies must be consistent with, and must not contain any provisions that conflict with, Supplier's obligations hereunder. Supplier will, at SAP's request, show to SAP that such contracts have been entered into with all employees and subcontractors involved in the provision of the Supplies.
供應商針對供應品提供而與其員工及/或分包商簽訂之契約，必須符合供應商依據本文件應負義務，且不得含有任何與之牴觸之條文

規定。基於 SAP 要求，供應商將向 SAP 出示此類與供應品提供相關，且已與所有員工及分包商簽訂之契約。

8.7 Only SAP is entitled to apply for patents and other protection in respect of the Supplies. SAP may, at its discretion, pay compensation to Supplier Personnel for work towards making inventions or creating works that become the subject of an application for patent or other protection.
僅 SAP 有權申請專利並主張供應品方面之其他保障。針對成為專利或其他保護申請主體之發明或創作作品，SAP 得自行決定支付供應商人員該作品酬金。

8.8 Immediately upon completion of the Supplies or, as the case may be, when an Order expires or is terminated, Supplier shall make available to SAP all material and information recorded on electronic or other media that is needed for full enjoyment of SAP's rights in this Section 8.
供應商應於供應品完成後立即，或視情況，在訂單期滿或終止時，使所有第 8 條 SAP 權利完全滿足所需，且經電子或其他媒介記錄之素材及資訊可供 SAP 使用。

9. Delays
延遲

9.1 Supplier agrees to deliver any Supply no later than the date specified in the Order. For Supplier's delivery of Supplies, time is of the essence. If Supplier encounters or anticipates difficulty in meeting the delivery schedule, Supplier shall immediately notify SAP in writing, giving pertinent details; provided, however, that this data shall be informational only in character and shall not be construed as a waiver by SAP of any delivery schedule or date or of any rights or remedies provided by law or the Order.
供應商同意不晚於訂單載明日期內交付任何供應品。對於供應商交付供應品而言，時間至關重要。倘供應商遭遇或預期交付時程之困難，供應商應立即以書面通知 SAP 並提供相關詳細資料；但前提是此資料應僅作為情況說明之用，不應將其解釋為 SAP 放棄履行任何交付時程或日期，或拋棄任何法律或訂單規定之權利或救濟措施。

9.2 If Supplier fails to meet the delivery schedule required by the Order with the result that SAP elects to call upon Supplier for expedited shipments of Supplies, Supplier, unless the delay in delivery arises out of causes beyond Supplier's control, will pay the difference between the method of shipping specified in the Order and alternative transportation rates. If Supplier fails to meet the delivery schedule required by the Order and SAP shows with reasonable certainty that SAP has as a result suffered loss, SAP may, without prejudice to its statutory rights, demand liquidated damages of five percent (5%) of the net value of the Order. Supplier retains the right to show that the loss did not actually occur or is significantly less than this amount.
倘供應商無法達成訂單規定之交付時程，結果 SAP 選擇要求供應商加速供應品之裝運，除有超出供應商控制之交付遲延發生原因外，供應商將支付訂單所載明運送方式及替代運輸費率間之差額。倘供應商無法達成訂單規定之交付時程，且 SAP 可合理確切地證明其因此遭受損失，在不侵害其法定權利之情況下，SAP 得要求訂單淨值百分之五 (5%) 的違約賠償金。供應商保留權利證明損失並未實際發生，或明顯少於此金額。

10. Delivery, Acceptance, and Performance
交付、驗收及履行

10.1 Title to Goods and Deliverables shall be free and clear of any and all liens and encumbrances and shall pass to SAP from Supplier at the f.o.b destination point specified by the Order, or at such other point as may hereafter be selected by SAP. Passage of title to the Goods and Deliverables (or any part thereof) shall not in any way relieve Supplier of its obligations under this Order, nor be treated as a waiver by SAP of the right for SAP to inspect and reject any part of the Goods and Deliverables which fail to meet any warranty expressed or implied. Supplier shall assume and pay for any loss of or damage to the Goods and Deliverables covered hereby until delivery at the f.o.b. point specified by the Order, or until title otherwise passes from Supplier to SAP, whichever occurs later; except if SAP causes such loss of or damage to the Goods and Deliverables. If any lien or encumbrance is asserted against the Goods and Deliverables or any part thereof, SAP shall have the right to discharge the same by either filing a bond or other security; or at its discretion, paying the full amount thereof. Supplier shall repay to SAP the amount thus paid by SAP to discharge such lien and encumbrance.
商品和交付項目之所有權不應附帶任何及所有留置權和負擔，且應在訂單載明之 f.o.b 目的地，或在 SAP 依據本文件選定之其他地點，由供應商移轉至 SAP。商品及交付項目 (或其任一部分) 之所有權移轉，不應以任何減免供應商依據本訂單所負義務方式為之，亦不得將其視為 SAP 針對未符合明示或默示擔保之商品和交付項目任一部分，拋棄檢查及拒絕之權利。在依據訂單載明之 f.o.b 目的地交付前，或所有權以其他方式自供應商移轉至 SAP 前 (以發生在後者為準)，供應商應承擔並支付任何據此所含商品和交付項目之損失或損害；惟倘係 SAP 造成商品和交付項目前開損失或損害，則不在此限。倘商品和交付項目或其任何部分經主張留置權或負擔，SAP 應有權透過提交保證或其他擔保解除之，或基於自身決定，支付留置權或負擔全額。供應商應償還 SAP 因此支付解除此類留置權和負擔之金額。

10.2 All Goods and Deliverables may be inspected and tested at all times and places before, during and after manufacture by inspectors designated by SAP. Where SAP is under a duty of examination and defect notification by law, SAP's obligation to inspect Goods shall be limited to obvious and visible defects; i.e. defects which become apparent through external inspection of the Goods, including delivery documents, (e.g. transport damages, incorrect delivery, short delivery) or during a quality control of randomly chosen samples. Moreover, the scope of the inspection duty depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. SAP's obligation to notify the Supplier of defects discovered at a later stage remains unaffected. The time period for giving notice of defects must not be less than ten (10) working days commencing on discovery of the defect or, in the case of obvious defects, of delivery. For the avoidance of doubt, where an acceptance by SAP is required, there shall be no obligation to examine and notify.
無論係製造前、製造期間及製造後，SAP 指定稽查人員得在任何時間地點檢查及測試所有商品和交付項目。當 SAP 依法負有檢驗及瑕疵通知責任時，SAP 檢查商品之義務應限於明顯及可見瑕疵，即藉由商品外部檢查得以顯現的瑕疵，包括交付文件 (例如運送損害、交付錯誤或短少) 或隨機選取樣本品管期間內明顯出現的瑕疵。此外，檢查責任範圍取決於正常業務過程中進行調查之可行性，此將考量個別案件之情況。SAP 在稍晚階段發現瑕疵通知供應商之義務未受此影響。瑕疵通知期間不得短於十 (10) 個工作天，該期間自瑕疵發現日起算，倘為明顯瑕疵之情形，則自交付日起算。為避免疑義，在規定 SAP 進行驗收之情況，SAP 無檢驗及通知之義務。

10.3 Where required by law, if the Supplier provides Deliverables, a formal acceptance by SAP is required unless expressly waived by SAP in writing. If the examination of Deliverables requires a commissioning, acceptance shall take place after faultless commissioning. In case events beyond the reasonable control of SAP (e.g. a Force Majeure Event) make it impossible or unreasonable for SAP to carry out an acceptance, SAP shall be released from the obligation to accept the Deliverables for the duration of their existence. Depending on the nature of the Deliverable and subject to SAP's sole discretion, partial acceptance may be possible. SAP's overall acceptance must not, however, be implied from acceptance of all or any parts. Insubstantial defects will not be grounds for withholding acceptance.
倘為法律規定之情況，當供應商提供交付項目時，除經 SAP 以書面明文免除外，均須經 SAP 正式驗收。倘交付項目之檢驗須經試用，則驗收應在試用階段未發生任何錯誤後方能進行。倘發生超過 SAP 合理控制外之事件 (例如不可抗力事件)，致 SAP 不可能進行驗收，或進行驗收不合常理，則應免除 SAP 在交付項目存續期間之驗收義務。視交付項目性質並取決於 SAP 自身判斷，或有可能進行部分驗收。惟全部或任何部分之驗收均不意味 SAP 的全面驗收。非重大瑕疵不得作為拒絕驗收之理由。

10.4 SAP's acceptance of non-conforming Goods and Deliverables under the Order does not relieve Supplier of its obligation to furnish all, or the remainder of the Goods and Deliverables under this Order strictly in accordance with the terms hereunder and such acceptance of non-conforming Goods and Deliverables will not operate as a waiver of these requirements by SAP nor will it serve to establish any course of performance regarding subsequent deliveries under the Order. SAP shall be entitled to offset any adjustment amount for acceptance of non-conforming Goods and Deliverables from amounts owing to Supplier. This right shall apply even if nonconformity is not discovered immediately after delivery.
SAP 驗收不符訂單規定之商品和交付項目，此舉並未減免供應商嚴

格遵守本文件條款，依據本訂單提供全部或剩餘部分商品和交付項目之義務，且前開不符規定商品和交付項目之驗收，將不會產生免除 SAP 需求條件之效果，亦不作為訂單後續交付之履約方式。針對不符規定商品和交付項目之驗收，SAP 應有權自積欠供應商金額中扣除任何調整金額。縱於交付後未立即發現不符規定之處，本權利亦應有所適用。

10.5 Except as agreed otherwise, Supplier shall perform the Services at the registered office of SAP. Performance of Services must be evidenced by appropriate activity reports submitted by Supplier and countersigned by SAP; SAP must countersign them if the Services have been performed in accordance with the Order and must not unreasonably refuse to sign or delay signing them.
除另有議定外，供應商應在 SAP 登記辦公處所履行服務。服務履行須有供應商提交的相關活動報告佐證，並經 SAP 副署；倘服務已依訂單履行，SAP 即須副署活動報告，無正當理由不得拒絕或延遲簽名。

10.6 In the event of weight/ quantity deviation, the weight/ quantity recorded by SAP for its receiving report shall apply unless Supplier shows that the weight/ quantity that it has determined was correctly determined in accordance with a generally accepted method.
在重量/數量發生誤差的情形，除供應商證明該重量/數量業已正確地依一般公認方式確定外，應適用 SAP 收件報告中記錄之重量/數量。

10.7 All Goods and Deliverables to be shipped shall be prepared for shipment according to SAP's reasonable instructions, and otherwise according to good commercial practice to ensure safe arrival.
所有待出貨商品和交付項目均應依 SAP 合理指示做好運送準備，並遵循良好商業慣例確保安全送達。

10.8 If documentation is required to use or operate the Goods and Deliverables, it shall be supplied in English.
倘文件為使用或操作商品和交付項目所需，該文件應以英語提供。

11. Warranty
保固

11.1 Supplier warrants that the Supplies shall be provided consistent with generally accepted industry standards by Supplier Personnel qualified to perform the same and will be of a quality conforming to standards generally accepted by professionals in the field, unless explicitly defined otherwise in the Order.
供應商保證供應品應依據普遍公認業界標準，並由具有資格操作該供應品之供應商人員提供，且除訂單中另有明確定義外，該供應品將高度符合相同領域中專業人員普遍接受之標準。

11.2 Supplier warrants that in the course of providing Supplies hereunder, neither it nor Supplier's Personnel nor the license granted in Section 8.3 will violate or infringe any Intellectual Property of a third party ("Third-Party Rights"). Supplier will inform SAP promptly if it becomes aware of any claims by third parties alleging that the Supplies provided under this GTC infringe Third-Party Rights. Supplier also warrants that no Goods or Deliverables are subject to an open source, public-source, freeware or other third party license agreement that, in each case, (i) requires SAP to disclose or license any material proprietary source code that embodies material SAP Intellectual Property or (ii) requires any material product to be made available at no charge, or (iii) prohibits the granting of license rights to SAP as specified under Section 8 of this GTC.
供應商保證依據本文件提供供應品過程中，其與供應商人員及第 8.3 條授權均不得違反或侵害任何第三方智慧財產權 (簡稱「第三方權利」)。當供應商知悉任何第三方提出索賠，宣稱依據本 GTC 提供之供應品侵害第三方權利時，應立即通知 SAP。供應商亦保證任何商品或交付項目均不受開放原始碼、公共來源、免費軟體或其他第三方授權協議之規範，無論下列何種情況：(i) 要求 SAP 揭露或授權任何構成重要 SAP 智慧財產權之重要專屬原始碼，或 (ii) 要求免費提供任何重要產品，或 (iii) 禁止依據本 GTC 第 8 條規定授予 SAP 授權權利。

11.3 Supplier warrants that the Goods and Deliverables have the expressly agreed qualities, or, where no qualities have been agreed, that the Goods and Deliverables: i) are free of defects in design, materials and workmanship; ii) are merchantable and of good quality; and iii) conform to any samples or descriptions provided by Supplier.
供應商保證商品和交付項目具有雙方明文議定之品質，倘雙方未議定品質，該商品和交付項目：i) 應無設計、材料及工藝瑕疵；ii) 具有適售性及良好品質，以及 iii) 符合供應商提供之樣品或說明。

11.4 The warranty period will be extended by the amount of time for which the defective Goods and Deliverables cannot be used for their intended purpose for reasons ascribable to Supplier.
保固期間將延長涵蓋瑕疵商品和交付項目可歸因於供應商理由而無法用於預定用途的期間。

11.5 If Goods and Deliverables are redelivered, provided again, remedied in whole or in part, or replaced, the warranty period starts from the beginning for the redelivered, newly provided, replaced, or wholly or partly remedied Goods and Deliverables.
倘經重新交付、再次供應、全部或部分改善，或更換商品和交付項目，保固期間應自商品和交付項目重新交付、重新供應、更換或全部或部分改善之日起算。

11.6 In addition to SAP's other rights, Supplier shall pay for all reasonable expenses incurred by SAP in connection with unpacking, examining, repacking, and reshipping non-conforming Goods and Deliverables.
除 SAP 可享之其他權利，供應商應支付 SAP 因拆封、檢驗、重新包裝及重新運送不符規定商品和交付項目所生之合理費用。

11.7 If any Goods or Deliverables are defective in materials or workmanship, or otherwise not in conformity with the requirements of the Order, SAP shall have the right, in addition to any legal and equitable rights to which it is entitled, to reject same for full credit, or to require that such Supplies be corrected or replaced promptly with satisfactory materials or workmanship. Unless Supplier corrects or replaces such Goods and Deliverables within the delivery schedule, SAP may (i) require the delivery of such Goods and Deliverables at a reduction in price which is equitable under the circumstances, (ii) terminate the Order for default and recover all expenses for obtaining substitute Supplies, or (iii) terminate the Order for default as provided under Section 14.2. In addition to SAP's other rights, SAP may charge Supplier all expenses of unpacking, examining, repacking and reshipping such non-conforming Goods and Deliverables.
倘任何商品或交付項目具有材料或工藝瑕疵，或有其他不符訂單規定之情形，SAP 除享有法律及衡平法賦予之任何權利外，SAP 應有權拒絕接受並要求全額折讓，或要求立即以令人滿意的材料或工藝補正或更換此類供應品。除供應商在交付時程內補正或更換此類商品和交付項目外，SAP 得 (i) 要求此類商品和交付項目在該狀況下之減價交付，(ii) 終止未履約訂單，並回收為取得替代供應品之全部費用，或 (iii) 依據第 14.2 條規定終止未履約訂單。除 SAP 可享之其他權利外，得向供應商收取其因拆封、檢驗、重新包裝及重新運送此類不符規定商品和交付項目所生之全部費用。

12. Indemnification
擔保免責

12.1 Supplier shall indemnify, defend, and hold harmless SAP, its affiliates, and their respective directors, officers, shareholders, employees, and agents as well as SAP customers (together "SAP Indemnitees") against all claims and actions asserted or commenced by a third party (each, a "Claim") against the SAP Indemnitees, and all losses, damages, liabilities, costs and expenses of any kind, including, without limitation, reasonable attorneys' fees, that are incurred by the SAP Indemnitees in connection with or resulting from such Claim, if such Claim is based upon or results from: (i) any breach by Supplier of this GTC or any of Supplier's representations, warranties, or obligations herein, (ii) an allegation that the Supplies violate or infringe Third Party Rights, (iii) any employment, withholding or other tax liabilities of any kind or nature arising in respect of Supplier Personnel, the Supplies, or amounts paid pursuant to this GTC, (iv) any non-compliance with immigration laws relating to Supplier Personnel, (v) the applicable minimum wage legislation relating to Supplier Personnel, or (vi) personal injury or property damage made by or on behalf of Supplier Personnel, except those claims resulting solely from the SAP Indemnitees' gross negligence or willful misconduct, notwithstanding any statutory protections available.
針對 SAP、其關係企業和其各自董事、高級職員、股東、員工及代理人與 SAP 客戶 (合稱「SAP 受擔保免責者」)，客戶應補償、維護並保障其不會遭到由第三方主張或發起之所有索賠及法律行動 (每一項均分別稱為「索賠」)，以及 SAP 受擔保免責者與索賠相關或因其所生之全部損失、損害、賠償義務、任何種類的成本及費用 (包括但不限於合理之律師費)，倘前開索賠基於或肇因於下列情形：(i) 供應商違反本 GTC 或供應商在此所為之聲明、保證或義務，

(ii) 聲稱供應商違反或侵害第三方權利，(iii) 供應商人員、供應品或依據本 GTC 已付金額方面所生任何類型或性質之雇用、預扣或其他繳稅義務，(iv) 供應商人員具有任何與移民法律不符之情形，(v) 適用供應商人員相關之最低薪資法令規定，或 (vi) 由供應商人員或其代表造成之人身傷害或財產損害，惟倘完全是由於 SAP 受擔保免責者重大過失或故意不當行為造成之索賠，儘管有任何法定保障可供使用，亦不在此限。

12.2 Supplier agrees to provide replacement or modified Goods or Deliverables that do not violate or infringe Third-Party Rights, or to acquire for SAP and SAP customers the right to continue to use the Goods or Deliverables in the form in which they gave rise to the Claim. Supplier's failure to comply with this section shall consist of a material breach and subject to the terms of Section 14.2(i) hereof.
供應商同意更換或提供未違反或侵害第三方權利之修改後商品或交付項目，或為 SAP 及 SAP 客戶取得繼續以該商品或交付項目引起索賠形式使用之權利。供應商未能遵守本條規定，應構成重大違約，且應受本文件第 14.2 條 (i) 款之規範。

12.3 The SAP Indemnitees will have the right to participate in the defense of all Claims and may appear (at their own expense) with counsel reasonably acceptable to the Supplier. Supplier shall have the right to fully-control the defense of each Claim; provided that it shall not agree to any settlement that imposes any financial or specific performance obligation on, or admission of liability by, an SAP Indemnitee without such party's prior express written consent.
SAP 受擔保免責者將有權參與全部索賠之辯護過程，並得 (自費) 由供應商合理可接受之律師陪同出庭。供應商應具有每一索賠辯護的完整控制權，前提是供應商倘未經 SAP 受擔保免責者明文書面同意，其不應同意課以 SAP 受擔保免責者任何財務或具體履行義務之和解，或承認 SAP 受擔保免責者之賠償責任。

12.4 The foregoing provisions are without prejudice to SAP's other rights in contract or law with respect to infringements of Third-Party Rights.
前開條文不得損及 SAP 在侵害第三方權利相關契約或法律中之其他權利。

13. Liability
責任

13.1 EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF OBLIGATIONS IN THIS AGREEMENT RELATED TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONFIDENTIAL INFORMATION; DATA PROTECTION AND PRIVACY, INTELLECTUAL PROPERTY, INDEMNIFICATION, OR COMPLIANCE WITH STATUTES AND REGULATIONS, WHICH ARE UNLIMITED, UNDER NO CIRCUMSTANCES SHALL SUPPLIER OR SAP BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF TWO (2) TIMES THE FEES PAID OR PAYABLE HEREUNDER.
除因違反本合約中重大過失或故意不當行為、機密資訊、資料保護及隱私、智慧財產權、擔保免責或法規遵循相關義務所生不受限制之損害外，無論何種情況，供應商或 SAP 對彼此或對任何其他個人、實體應負之賠償責任，均不得超過已付費用或據此應付費用之兩 (2) 倍。

13.2 EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF THE OBLIGATIONS IDENTIFIED AS UNLIMITED IN SECTION 13.1, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SUPPLIER OR SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR CLARITY, SUPPLIER ACKNOWLEDGES THAT DAMAGES SUFFERED BY SAP OR SAP AFFILIATES AS A RESULT OF A CUSTOMER CLAIM AGAINST SAP OR SAP AFFILIATES RELATED TO A PURCHASE USED BY SAP IN A CUSTOMER-FACING CONTEXT ARE DIRECT DAMAGES.
除第 13.1 條規定不受限制之義務違反外，無論何種情況，任一當事方針對特別、附隨、衍生性、間接損害、懲戒性或懲罰性損害均不負賠償責任，縱使供應商或 SAP 經告知此類損害發生之可能性，亦同。為臻明確，供應商承認 SAP 或 SAP 關係企業因客戶對 SAP 或 SAP 關係企業提出 SAP 使用採購相關索賠而受損害，該損害在面對客戶此一背景事實中為直接損害。

14. Termination and Revocation
終止與撤銷

14.1 SAP may, by providing at least fifteen (15) calendar days' prior written notice stating the extent and effective date, terminate any Order of Services and Order of Deliverables for convenience in whole or in part at any time.
SAP 得任意終止任一服務訂單和交付項目訂單之全部或一部，前提是應給予至少十五 (15) 個日曆天的事前書面通知，並敘明範圍及生效日。

14.2 SAP may terminate, in whole or in part, an Order of Deliverables and Order of Services immediately upon the occurrence of one or more of the following events: (i) the failure of Supplier to comply with any material term or condition of this GTC or the Order referencing them after SAP has provided Supplier thirty (30) calendar days' prior written notice specifying the nature of such default and the Supplier fails to cure such default within such thirty (30) day period or if such breach is not curable then immediately; (ii) during the term of the Agreement, Supplier works for a competitor of SAP or a competitor of SAP acquires or assumes a controlling interest in Supplier and in consequence thereof a risk of unauthorized disclosure of SAP expertise arises; (iii) the dissolution or liquidation of the Supplier; (iv) the insolvency or bankruptcy of the Supplier; (v) the institution of any proceeding by or against the Supplier under the provisions of any insolvency or bankruptcy law; (vi) the appointment of a receiver of any of the assets or property of the Supplier; (vii) the issuance of an order for an execution on a material portion of the property of the Supplier pursuant to a judgment; (viii) the termination of any Additional Data and Security Agreement by either Party or pursuant to its terms; or (ix) the breach of Section 5.5, Section 16, Section 23 or Section 25.
倘發生下列一項或多項事件，SAP 得立即終止交付項目訂單和服務訂單之全部或一部：(i) 在 SAP 已提供供應商三十 (30) 個日曆天的事前書面通知，並指明違約性質後，供應商未能遵守本 GTC 或訂單引用之重要條款或條件，且供應商未能在前開三十 (30) 天期間內改正，或前開違約在當時無法立即改正；(ii) 合約期間內，供應商為 SAP 競爭者工作，或 SAP 競爭者繼受或取得供應商之控制性權益，因此產生 SAP 專門知識未經授權揭露之風險；(iii) 供應商解散或清算；(iv) 供應商無力清償或破產；(v) 任何依據解散或破產法規定，由供應商啟動或針對供應商提出之訴訟程序；(vi) 供應商任何資產或財產接管人之指定；(vii) 依據裁判發布執行供應商財產重要部分之命令；(viii) 額外的資料及安全合約經任一當事方終止，或依據其條款規定而終止，或 (ix) 違反第 5.5 條、第 16 條、第 23 條或第 25 條規定。

14.3 SAP may revoke an Order of Goods upon the occurrence of any event mentioned in Section 14.2 (i) to 14.2 (viii). SAP's statutory rights to revoke and/or terminate an Order (if any) remain unaffected by this Section 14.
SAP 得基於第 14.2 (i) 至 14.2 (viii) 條規定中所述事件之發生而撤銷商品訂單。SAP 撤銷及/或終止訂單之法定權利 (如有任何) 不因第 14 條規定而受影響。

14.4 If SAP terminates an Order of Deliverables or an Order of Services hereunder, Supplier will be paid only for those individual Services that have been performed in compliance with the Order of Services prior to the termination and/or for those Deliverables that have been performed in compliance with the Order of Deliverables prior to the termination and have been accepted or are eligible for acceptance by SAP.
倘 SAP 終止據此所為之交付項目訂單或服務訂單，其向供應商付款範圍限於：已在終止前符合服務訂單執行之個別服務，以及/或在終止前已符合交付項目訂單執行，且經驗收或符合 SAP 驗收資格之交付項目。

14.5 Upon any termination or revocation of an Order, the following Sections shall survive: 3, 5, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23,. 25, 27 and 28.
訂單經終止或撤銷，下列條文仍持續存續有效：第 3、5、7、8、11、12、13、14、1516、1718、19、20、21 23、 25 、 27 及 28 條。

15. Insurance
保險

Supplier agrees to maintain during the term of valid Orders, at its own expense, all necessary insurance for Supplier and Supplier Personnel based on the Supplies, of at least the kinds and limits contained in, and comply with all other requirements stated in, www.sap.com/supplier-portal-insurance-requirements-for-gtcs-for-purchases-united-states-en, in effect as of the date of the applicable Order.

供應商同意在有效訂單期間內自費為供應商及供應商人員投保供應品必要之保險，其中至少應含類別和限額，以及應遵守之所有其他要件均規定於：www.sap.com/supplier-portal-insurance-requirements-for-gtcs-for-purchases-en，其自適用訂單日期生效日起生效。

16. Compliance with Statutes and Regulations
遵守法令及監管法規

16.1 Supplier warrants and certifies that in providing the Supplies and under the performance of this GTC, it will comply with all applicable statutes, rules, regulations, and orders including any federal, state or local political subdivisions and including, but not limited to, laws and regulations pertaining to (i) anti-bribery; (ii) tax; (iii) immigration; (iv) Export Laws as defined in Section 22; (v) privacy and data protection; and (vi) labor and employment and such as the local applicable minimum wage legislation or other local laws regarding wages, hours, and conditions of employment; and will not supply SAP with any "covered telecommunications equipment or services" as more specifically described in the United States Federal Acquisition Regulation clause 52.204-25, "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment."
供應商保證且核實其在提供供應品及履行本 GTC 過程中，將遵守所有適用的法律、規則、規章及命令，此包括任何聯邦、州或地方政治次級部門層級，且包括但不限於與下列事項相關之法律及規章：(i) 反賄賂；(ii) 稅務；(iii) 移民；(iv) 第 22 條所定義之出口管制法律；(v) 隱私及資料保護及(vi) 勞工與雇用，例如當地適用的最低薪資法令或其他薪資、工時及雇用條件相關之地方法律；且不得提供任何 SAP 美國聯邦收購規章條款 52.204-25 中更多具體說明之「涵蓋電信設備或服務」，其「禁止簽訂特定電信及錄影監視服務或設備相關契約。」

16.2 Supplier shall further be responsible for Supplier Personnel's and Subcontractor's compliance with statutes and regulations.
供應商應對於供應商人員及分包商法令規章遵循負有責任。

17. Retention of Records; Audit
記錄保存；稽核

17.1 Supplier shall maintain accurate and transparent books, accounts, records, and other documentation ("Records") related to the Supplies to demonstrate compliance with applicable laws and regulations. The Records shall be kept in reasonable detail and accuracy and the content shall be sufficient so that a third party can assess the business purpose of the transaction, including (as applicable) the identification of any Supplier Personnel involved. All Records will be maintained for ten (10) years after the termination or completion of the Supplies. If any audit being conducted in accordance with this Section raises issues, such Records shall be maintained for as long as required for the resolution of the issues.
供應商應正確透明地保留與供應品相關之帳簿、帳目、記錄及其他證明文件 (簡稱「記錄」)，以證明其遵循相關法律規章。記錄應保持合理程度的詳細資料及正確性，且內容應足使第三方可評估交易之商業目的，包括 (如適用) 所涉供應商人員之識別資料。所有記錄將在供應品終止或完成後保留十 (10) 年。倘依據本條所為稽查提出疑義，此類記錄應保留至該疑義解決之日。

17.2 Authorized representatives of SAP (including third party auditors engaged by SAP) shall have the right to conduct on-site audits of Supplier to the extent necessary to determine Supplier's compliance under this GTC and any Order, including but not limited to (i) Supplier's Record retention obligations, (ii) Supplier's obligations in relation to the applicable minimum wage legislation, and (iii) Supplier's obligations in relation to Secrets. Upon request, Supplier shall share respective documentation (e.g. templates of or signed Supplier Personnel confidentiality agreements, with SAP).
SAP 授權代表人 (包括 SAP 雇用的第三方稽查人員) 應有權在判定供應商是否遵守本 GTC 及任依訂單之範圍內，進行供應商現場稽查，此包括但不限於 (i) 供應商記錄保存義務，(ii) 供應商遵守適用最低薪資法令之義務，以及 (iii) 供應商保密相關義務。一經請求，供應商應共享各別證明文件 (例如供應商人員保密協議範本或與 SAP 簽訂之協議)。

18. Written Form
書面形式

18.1 Any Change Orders and any contractually or legally relevant notices and declarations, especially without being limited to breach or termination notices, reminders, or notices to set time limits, require written form. The foregoing provision also applies to any waiver of the written-form requirement. The written-form requirement can also be met by exchange of letters or (except in the case of termination notices to SAP which must be physically sent) with an electronically transmitted signature (e-mail transmission with scanned signatures, or other electronically permissible form of contract conclusion provided by or on behalf of SAP, such as the SAP DocuSign procedure). There are no parol collateral agreements.
任何變更訂單及任何合約上或法律上相關通知及聲明，尤不限於違約或終止通知、提醒或限期通知，均應以書面形式為之。上述規定也適用於任何要求免除書面形式的請求。書信交換亦須符合書面形式規定，或 (除向 SAP 所為終止通知必須透過實體寄送外) 以電子傳輸簽章方式為之 (具有掃描簽章之電子郵件傳輸，或其他由 SAP 或代表 SAP 提供得以電子方式簽訂合約之格式，例如 SAP DocuSign 流程)。無任何口頭附帶協議。

18.2 Any notice will only be effective when received in written form. Each Party must give the other prompt notice of any change in address or addressee, if possible, in advance.
任何通知僅在收受書面格式時生效。每一當事方應盡可能在事前及時通知他方有關地址或收件人之變更。

18.3 [Reserved.]
[保留。]

19. Force Majeure
不可抗力

Neither Party shall be considered to be in default of this GTC because of a delay or failure in performance of its obligation resulting from any cause beyond its reasonable control (a "Force Majeure Event"), provided it gives reasonably prompt notice of the Force Majeure Event to the other Party and uses reasonable efforts to mitigate the delay or failure.
任一當事方因任何超過其合理控制事由 (簡稱「不可抗力事由」)，致其遲延或未能履行其義務，均不應視為本 GTC 之不履行，此前提是其向另一當事方為合理及時通知，並盡合理努力減輕遲延或無法履約之情形。

20. Severability
可分性

The invalidity, illegality or unenforceability of any provision of this GTC shall not affect the validity, legality, or enforceability of any other provision of this GTC, which shall remain in full force and effect.
倘本 GTC 之任一條文無效、違法或無法執行，均不應影響本 GTC 其他條文之有效性、合法性或可執行性，其仍應完全有效。

21. Assignments
轉讓

Notwithstanding anything to the contrary, Supplier shall not assign this GTC or any parts of it, any Order, or any monies owed to Supplier under it to any third party without the express written consent of SAP. SAP shall not assign this GTC or any Order to any third party without Supplier's written consent, except nothing will prevent SAP from assignment to an SAP affiliate or to SAP successor in interest. This GTC shall inure to the benefit of and shall be binding upon Supplier and SAP, and their respective permitted successors and assigns.
儘管另有相反之規定，未經 SAP 明文書面同意，供應商不得將本 GTC 或其中任何一部份、任一訂單，或任何積欠供應商金額轉讓任一第三方。未經供應商書面同意，SAP 不應將本 GTC 或任一訂單轉讓予任一第三方，但此未禁止 SAP 將其轉讓予 SAP 關係企業或利益繼受人。本 GTC 應符合供應商和 SAP 利益，並拘束供應商與 SAP 雙方，及其各自同意之繼受人及受讓人。

22. Export controls
出口管制

Supplier acknowledge that the Supplies delivered under this GTC may be subject to the export and import control laws of various countries, including without limitation, the laws of Republic of China (Taiwan), Germany, the European Union and the United States of America (altogether referred to as "Export Laws"). Both Parties will comply with the Export Laws in the performance of this GTC. Supplier will cooperate with SAP as reasonably necessary to ensure compliance with Export Laws. Supplier agrees to provide SAP with (as applicable): (i) the "Export Control Classification Number" (ECCN) according to the U.S. Commerce Control List; (ii) the export control list number according to Annex I to the Regulation (EC) No. 428/2009; (iii) any other export control list number applicable to any Supply delivered under this Agreement;

(iv) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; (v) the country of origin (non-preferential origin); and (vi) any other technical information as may be reasonably requested by SAP for the purposes of export and import licensing procedures in other countries.
供應商承認依據本 GTC 交付之供應品可能受到不同國家/地區出口與進口管制法律之規範，包括但不限於中華民國（台灣）、德國、歐盟和美國的法律 (以下合稱為「出口法律」)。締約雙方將遵守出口法律規定履行本 GTC。供應商將在合理必要範圍內與 SAP 合作，以確保遵守出口法律。供應商同意提供 SAP 下列資料 (如適用)：(i) 美國商務管制清單之「出口管制分類編號」(ECCN)；(ii) 歐盟第 428/2009 號規章附錄 I 之出口管制清單編號；(iii) 適用於依據本合約交付供應品之任何其他出口管制清單編號；(iv) 現行外國貿易統計商品分類及 HS (調和制度) 編碼之統計類商品代碼；(v) 原產地 (非優惠原產地)，以及 (vi) 任何其他基於在其他國家/地區進出口授權程序之目的，得由 SAP 合理要求提出之技術資訊。

23. Trademarks; Publicity; Press; Advertising; Marketing
商標；文宣資料；新聞；廣告；行銷

23.1 Without prior written approval from SAP, in SAP's sole discretion, Supplier shall not be entitled to use any SAP trade marks and logos ("SAP Brand"), including but not limited to in connection with any announcement, advertisement, publication or presentation, sales, promotion, press releases, and other publicity relating to the Order and /or the business relationship with SAP.
未經 SAP 事前書面核准 (基於 SAP 自行決定)，供應商無權使用任何 SAP 商標及標誌 (下稱「SAP 品牌」)，此包括但不限於在任何與訂單及/或 SAP 業務關係相關之公告、廣告、出版品或展演、銷售、促銷、新聞稿及其他文宣資料中使用。

23.2 Supplier acknowledges SAP's sole ownership of SAP Brand and all associated goodwill, and that SAP retains all right, title, and interest in the SAP Brand. Supplier shall not to register or attempt to register any portion of the SAP Brand under any scenario in any country of the world. Any purported registration in violation of this provision shall be deemed null and void ab initio.
供應商承認 SAP 對其品牌及所有相關商譽均具有單獨的所有權，並承認 SAP 保有 SAP 品牌中所有權利、所有權及利益。供應商不得在任何情境及任何國家註冊或嘗試註冊 SAP 品牌的任何部分。任何違反此條款之情境應自始終止且視為無效。

23.3 Supplier agrees to abide by the requirements, if applicable, stated in https://www.sap.com/supplier-portal-supplemental-terms-marketing, in effect as of the date of the applicable Order.
供應商同意遵守下列規定要件 (如適用) 行事，網址：https://www.sap.com/supplier-portal-supplemental-terms-marketing，其自適用訂單日期生效日起生效。

24. SAP site access
SAP 現場進出

If Supplies are provided on site, Supplier agrees to comply with applicable rules and safety instructions posted on site or otherwise made available to Supplier (e.g., www.sap.com/supplier-portal-safety-instructions-usa-en).
倘係在現場提供供應品，供應商同意遵守相關規則及現場張貼之安全指示，或其他提供供應商之規定 (例如，www.sap.com/supplier-portal-safety-instructions-usa-en)。

25. Purchasing Ethics
採購倫理

Supplier agrees to comply with the SAP Supplier Code of Conduct available at www.sap.com/supplier-portal-code-of-conduct-en, as may be amended from time to time.
供應商同意遵守 SAP 供應商行為準則，其網址：www.sap.com/supplier-portal-code-of-conduct-en，且可能不定期修正。

26. Governing Law; Jurisdiction; Venue
準據法；管轄權；管轄地

26.1 This Agreement is deemed to be made under and shall be governed and construed according to the laws of Republic of China (Taiwan). If Supplier is not registered in the same country, such governing law applies subject to the exclusion of its conflict of laws, provisions and subject to the exclusion of UN sales laws.
本合約根據中華民國（台灣）的法律訂立並受此法律規範和依其解釋。倘供應商未於同一國家/地區註冊，此等準據法之適用，應排除法律條款衝突及 UN 銷售法律。

26.2 The parties submit to the exclusive jurisdiction of Taiwan Taipei District Court.The parties waive any objections to the venue or jurisdictions identified in this provision. The mandatory, sole and exclusive venue, place or forum for any disputes arising from the Agreement (including any dispute regarding the existence, validity or termination of the Agreement) shall be Taiwan Taipei District Court.

雙方當事人同意臺灣臺北地方法院應具專屬之管轄權且雙方放棄就本條款所規定的管轄和審判地提出異議之權利。因本合約所引起之爭端(包括合約之成立、生效或者終止)應受到臺灣臺北地方法院強制、唯一且排他之管轄。

27. Entire Agreement
完整合約

This GTC and its Supplemental Terms, together with the Order, constitutes the complete and exclusive statement regarding the subject matter hereof and supersedes all prior agreements, understandings, and communications, oral or written, between the Parties concerning such subject matter. Subject to Section 1.2, no modifications, amendments, or supplements to the GTC shall be effective for any purpose unless in writing and signed by the parties.
本 GTC 及其補充條款併同訂單，構成合約標的相關的完整排他聲明，並取代締約雙方先前就該標的之間所有口頭或書面合約、瞭解及通訊。依據第 1.2 條規定，針對本 GTC 之任何修改、修訂或補充，無論其目的如何，除經締約雙方書面簽署外，均不生效力。

28. Governing language
準據語言

This Agreement may be executed in the English language alone or may be executed in both the Chinese and English languages. In the event that both the Chinese and English versions are executed, and there are different interpretations of the same provision or actual contradictions, the meanings of the English version shall prevail.
本合約可能僅以英文簽署，或分別以中文及英文簽署。如同時簽署中文版及英文版時，且中英文版中就相同條 款之解釋有所歧義或兩者互相抵觸時，應以英文版為準。

Annex: Modified Local Terms and Conditions per Country
附錄：每一國家/地區修訂後的當地條款與條件

The following modified terms and conditions shall apply to Agreements governed by the local laws of the following countries:
下列修訂後條款與條件應適用於以下列國家/地區當地法律作為準據法之合約：

1. Country A
   國家/地區 A
   Section 13 of the GTC shall be replaced as follows:
   GTC 第 13 條應以下列規定取代：

2. Country B
   國家/地區 B

Section 11.1 of the GTC shall amended as follows:
GTC 第 11.1 條應修訂如下：