

SAP PartnerEdge  
SAP PartnerEdge

VAR Delivered Support Specific Terms and Conditions

VAR 交付支援明細表特別條款與條件

(“VAR Delivered Support Model”)

(「VAR 交付支援模式」)

Definitions and Interpretation

定義與釋義

1. Definitions

名詞定義

“**Custom Code**” means software code which has been programmed either by Partner, Supported End User or any third party and not by SAP.

「**自訂程式碼**」係指業經合作夥伴、受支援之終端使用者或任何第三方而非由 SAP 編程之軟體程式碼。

“**Delivery**” is defined in Article 4 (Delivery of Software) of the Sell On Premise Model.

「**交付**」，其定義如銷售現場部署模式第 4 條 (軟體之交付) 所示。

“**Go-Live**” marks the point in time from when, after implementation of the Supported Software or an upgrade of the Supported Software, the Supported Software can be used by Supported End User for processing of real data in live operation mode and for running Supported End User’s internal business operations in accordance with the applicable license terms (e.g. the EULA).

「**上線**」係指在執行支援軟體或其更新後，所標示出受支援之終端使用者何時可開始將支援軟體用於以現場操作模式處理實際資料，以及根據適用的授權條款 (例如：EULA) 來執行受支援之終端使用者的內部業務營運。

“**Incident**” means the earliest of SAP’s or Partner’s support organization being informed about a support event starting with a malfunction or functional impairment of the Supported Software which – with reasonable probability – is based on a defect or error of the Supported Software.

「**事件**」係指 SAP 或合作夥伴之支援機構得到有關支援事件的通知，而該支援事件乃是始於支援軟體之故障或功能缺損，並且有合理的概率係基於軟體缺陷或錯誤者。

“**Incident Remedy**” means the remedy for an Incident taking the form of eliminating the defect, providing a new program version, or demonstrating how to avoid the effects of the defect with reasonable effort. Incident Remedy corresponds to error corrections, patches, bug fixes, workarounds, replacement deliveries, or any other type of Software or Documentation corrections or Modifications.

「**事件糾正**」係指對於事件的糾正方法，呈現的形式包括消除缺陷、提供新計劃版本或展示如何透過合理努力避免缺陷所產生的影響。事件糾正包含糾錯、補綴、錯誤修復、因應措施、取代交付或任何其他類型的軟體或文件糾正或修改。

“**Local Office Time**” means the regular working hours as observed by SAP’s local registered office during regular working days, in accordance with the applicable public holidays, as observed by SAP’s local registered office. Local Office Time shall consist of at least 8 consecutive hours each working day (e.g. 9:00 am to 17:00 pm). Both parties can mutually agree upon a different registered office of one of SAP’s affiliates to apply and serve as reference for the Local Office Time.

「**當地辦公時間**」係指根據 SAP 當地註冊辦公室遵行之適用公定假日，於正常工作日中的正常工作時間。當地辦公時間至少應包含每個工作日內的連續 8 小時 (例如，上午 9:00 時至下午 17:00 時)。雙方當事人可共同商定由其中一家 SAP 關係企業的不同註冊辦公室套用並作為當地辦公時間的參考。

“**Maintenance Services**” with regard to this VAR Delivered Support Model means VAR Delivered Support.

有關本 VAR 交付支援模式之「**維護服務**」，係指 VAR 交付支援。

“**Priority 1 Incident**” means an Incident with the Priority “Very High” as defined in Part 2 - Section B. Article 2 no.1a) (SLA for Initial Response Time).

「**優先順序 1 事件**」係指如第 2 部分 - 第 B 節 Article 2 第 1a) 款 (針對初始回應時間的 SLA) 所定義，其優先順序屬於「非常高」之事件。

“**Price List**” with regard to this VAR Delivered Support Model means the “SAP List of Prices and Conditions (indirect sales)” consisting of the “SAP Pricing & Licensing Principles”, “SUR” and “SAP Price List for PartnerEdge Channel Partners” for the Sell On Premise Model applicable to the country in which End User is located which is published on SAP’s partner-dedicated website or directly provided to Partner by SAP.

本 VAR 交付支援模式之「**價格清單**」係指「SAP 價格與條件清單 (間接銷售)」，該清單包含：適用於銷售現場部署模式之「SAP 定價與授權原則」、「SUR」及「PartnerEdge 通路合作夥伴之 SAP 價格清單」，並可援用在位處 SAP 合作夥伴專用網站所公告或由 SAP 直接提供給合作夥伴之地區/國家的終端使用者。

“**Product Family**” means an SAP product family which may comprise one or several SAP software products or services as further set out in the applicable RSPI.

「**產品系列**」係指由一個或多個 SAP 軟體產品或服務所組成之 SAP 產品系列，詳載於相關 RSPI 內。

“**Production System**” means a live SAP system used for running Supported End User’s internal business operations and where Supported End User’s data is recorded.

「**生產系統**」指使用於受支援之終端使用者內部業務營運，且儲存受支援之終端使用者資料之 SAP 即時線上系統。

“**SAP Delivered Support**” means SAP’s support offering to directly provide support to End Users subject to the terms and conditions set out in an “SAP Delivered Support Agreement” which will in such case be directly concluded between SAP and End User.

「**SAP 交付支援**」係指根據「SAP 交付支援合約」之條款與條件而直接提供予終端使用者的 SAP 支援服務；在此情況下，前述合約係直接由 SAP 與終端使用者簽署。

“**SAP EarlyWatch Alert**” means a tool provided by SAP that monitors the essential administrative areas of SAP components and updates the user on their performance and stability which is described in more detail under <https://support.sap.com/ewa>.

「**SAP EarlyWatch Alert**」係指 SAP 所提供之一項工具，用以監控 SAP 元件中必要的管理區域，並為使用者更新其效能與穩定性，該工具詳細說明係列在：<https://support.sap.com/ewa>。

“**SAP Enterprise Support**” means SAP’s enterprise support offering called “SAP Enterprise Support” as set out in detail in this VAR Delivered Support Model and the Technical Support Guide.

「**SAP 企業支援**」係指 SAP 企業支援服務，名為「SAP 企業支援」，內容如本 VAR 交付支援模式與技術支援指南所詳列。

“SAP Service Marketplace” means SAP’s web-based information repository for customers, end users and partners which is made available on <http://service.sap.com>.

「SAP Service Marketplace」係指供客戶、終端使用者和合作夥伴使用之 SAP 網路資訊資料庫，完整內容請參閱：<http://service.sap.com>。

“SAP Software Solution” means a group of one or multiple Production Systems running Supported Software and focusing on a specific functional aspect of the Supported End User’s business. Details and examples can be found on the SAP Service Marketplace (as specified in SAP Note 1324027) or any future SAP Note which replaces SAP Note 1324027).

「SAP 軟體解決方案」係指包含一部或多部執行受支援之終端使用者之支援軟體且著重於受支援之終端使用者商務特定功能面之生產系統的組合。您可在 SAP Service Marketplace 上找到詳細資料和範例 (明定於 SAP 註記 1324027 或未來取代 SAP 註記 1324027 的任何 SAP 註記)。

“SAP Solution Manager” means a support application which is made available to Supported End User and/or Partner for VAR Delivered Support whereby the scope of usage depends on whether SAP Standard Support or SAP Enterprise Support was ordered. Further details are outlined on the SAP Service Marketplace under <http://support.sap.com/solutionmanager>.

「SAP Solution Manager」係指就 VAR 交付支援而提供予受支援之終端使用者及/或合作夥伴的一套支援應用程式，而其使用範圍取決於所訂購的 SAP 標準支援或 SAP 企業支援而定。詳細資訊列在 SAP Service Marketplace，請見 <http://support.sap.com/solutionmanager>。

“SAP Standard Support” means SAP’s standard support offering called “SAP Standard Support” as set out in detail in this VAR Delivered Support Model and the Technical Support Guide.

「SAP 標準支援」係指如本 VAR 交付支援模式與技術支援指南所詳列，其名為「SAP 標準支援」之 SAP 標準支援服務。

“SAP Support Network” means SAP’s global service and support backbone for managing end-to-end Incident management and software updates/life-cycle management consisting of SAP Technical Support Database, SAP Solution Manager and SAP Service Marketplace.

「SAP 支援網路」係指由 SAP 技術支援資料庫、SAP Solution Manager 和 SAP Service Marketplace 所組成的 SAP 全球性服務和支援基礎，用於一貫式事件管理和軟體更新/生命週期管理。

“SAP Support Organization” means SAP Group’s support organization.

「SAP 支援機構」係指 SAP 集團之支援機構。

“SAP Technical Support Database” means a technical information database provided and maintained by SAP in which SAP posts technical support-related information, which are currently posted in the form of SAP Notes, SAP TopNotes, SAP Legal Change Notes, SAP Security Notes, SAP Knowledge Base Articles and SAP Hot News.

「SAP 技術支援資料庫」係指由 SAP 提供和維護的技術資訊資料庫，而 SAP 會在此資料庫中發佈技術支援相關資訊，且其目前係以 SAP 註記、SAP TopNotes、SAP Legal Change Notes、SAP Security Notes、SAP 知識庫文章和 SAP 熱點新聞之形式發佈。

“Sell On Premise Model” means the “SAP PartnerEdge – Sell On Premise Specific Terms and Conditions” that SAP and Partner have agreed on by signing the Sell On Premise Schedule under which Partner is granted, inter alia, the right to market and distribute certain Software.

「銷售現場部署模式」係指 SAP 與合作夥伴藉由簽署銷售現場部署明細表所合意之「SAP PartnerEdge – 銷售現場部署之特定條款與條件」，並且基於該等條款與條件，合作夥伴被授與 (尤其是) 行銷與經銷若干軟體之權利。

“Sell On Premise Schedule” means the “SAP PartnerEdge – Sell On Premise Schedule” that SAP and Partner signed and that refers to the “SAP PartnerEdge – Sell On Premise Specific Terms and Conditions”.

「銷售現場部署明細表」係指 SAP 與合作夥伴所簽署之「SAP PartnerEdge – 銷售現場部署明細表」，且其提及「SAP PartnerEdge – 銷售現場部署之特定條款與條件」。

“Support Authorization” is defined in the Technical Support Guide.

「支援授權」之定義，係如技術支援指南所述。

“Support Delivery Model” means either SAP Delivered Support or VAR Delivered Support or any other delivery method of maintenance services offered by SAP in future.

「支援交付模式」係指 SAP 交付支援或 VAR 交付支援或 SAP 日後提供維護服務的任何其他交付方法。

“Supported End User” means any End User for which Partner and SAP concluded a SAP Support Sales Order which has not been terminated.

「受支援之終端使用者」係指合作夥伴和 SAP 與其簽訂 SAP 支援銷售訂購單，而該訂購單尚未遭到終止之任何終端使用者。

“Supported Software” with regard to this VAR Delivered Support Model means any Software that is distributed under the Sell On Premise Model except for SAP Business One.

有關本 VAR 交付支援模式之「支援軟體」係指基於銷售現場部署模式而經銷之任何軟體 (但 SAP Business One 除外)。

“Template” means a qualified software solution – based on Software - created by Partner in accordance with the solution qualification guidelines for Software. For details contact your Partner Service Advisor.

「範本」係指由合作夥伴根據軟體的解決方案資格指南建立的有效軟體解決方案 (基於軟體)。請聯繫您的合作夥伴服務顧問，以取得詳細資訊。

“Top-Issue” means issues and/or failures identified and prioritized jointly by SAP and Partner in accordance with SAP standards which (i) endanger Go-Live of a pre-production system or (ii) have a significant business impact on a Production System.

「首要問題」係指由 SAP 和合作夥伴依據 SAP 標準共同找出並指定優先順序的問題及/或錯誤，這類問題會 (i) 危害生產前系統的「上線運作」，或 (ii) 對生產系統產生嚴重的商務衝擊。

“Unrestricted Shipment” means the phase of delivery during which a Software release is generally available to all Supported End Users.

「不受限制的出貨」係指交付階段，在此期間，軟體發行版本將被普遍提供給所有受支援之終端使用者。

“VAR Delivered Support” with regard to this VAR Delivered Support Model means support for the Supported Software in the form of either SAP Enterprise Support or SAP Standard Support, whichever is applicable, as set out in detail in this VAR Delivered Support Model.

有關本 VAR 交付支援模式之「VAR 交付支援」係指如本 VAR 交付支援模式元所詳述，對於支援軟體採用 SAP 企業支援或 SAP 標準支援 (視所適用者為何而定) 之方式而提供之支援。

2. Any terms not defined in this VAR Delivered Support Model will have the meaning ascribed to them in any other part of the Agreement or the Sell On Premise Model.

本 VAR 交付支援模式未定義之所有詞彙應具備本合約或銷售現場部署模式其他部分為其定義的含意。

3. The headings in this VAR Delivered Support Model are for convenience only and are to be ignored in construing this VAR Delivered Support Model.

本 VAR 交付支援模式之條款標題，僅為便利目的而設，不得影響本 VAR 交付支援模式之解釋。

4. Any reference in this VAR Delivered Support Model to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.

本 VAR 交付支援模式所指之任何特定文件，包含該文件不時修訂、更改、替代、或補充內容。

5. Where the context so admits, the singular includes the plural and vice versa.  
倘文義允許，表達單數之字詞包括複數情形，反之亦然。

## **PART 1 – General Terms and Conditions** **第 1 部分 - 一般條款與條件**

### **Article 1 Engagement Model** **第 1 條 參與模式**

1. Subject to the terms and conditions set out in this VAR Delivered Support Model and only as long as Partner is authorized to market and distribute Software under the Sell On Premise Model and has achieved and continues to uphold Support Authorization, SAP hereby grants to Partner and Partner hereby accepts from SAP the right to market, sell and provide VAR Delivered Support for the Software distributed under the Sell On Premise Model other than SAP Business One in its own name, at its own risk, and for its own account to End Users located in the Territory (as defined in the VAR Delivered Support Schedule).

在不違反本 VAR 交付支援模式之條款與條件的前提下，且只要合作夥伴係獲授權基於銷售現場部署模式而行銷與經銷軟體，並已達成且繼續維持支援授權，SAP 茲此授權合作夥伴、且合作夥伴茲此接受 SAP 之授權，得針對其以自身名義基於銷售現場部署模式所經銷之軟體（但 SAP Business One 除外），向位處約定地區（如 VAR 交付支援明細表所定義）之終端使用者，行銷、銷售並提供 VAR 交付支援，並自行負擔風險。

2. Partner will use its best efforts to market and position SAP Delivered Support or to market, sell and provide VAR Delivered Support for the Software distributed under the Sell On Premise Model other than SAP Business One.

合作夥伴將盡其最大努力，針對基於銷售現場部署模式所經銷之軟體（但 SAP Business One 除外），行銷與提供 SAP 交付支援或行銷、銷售與提供 VAR 交付支援。

3. Partner acknowledges that SAP provides VAR Delivered Support to the Partner solely on the basis set out in this VAR Delivered Support Model, the Technical Support Guide and the Price List. Partner acknowledges that there are some Software products for which VAR Delivered Support is not available.

合作夥伴確認 SAP 向合作夥伴提供 VAR 交付支援時，乃是以本 VAR 交付支援模式、技術支援指南與價格清單為其唯一基礎。合作夥伴確認某些軟體產品並未提供 VAR 交付支援。

### **Article 2 Introduction to VAR Delivered Support** **第 2 條 VAR 交付支援之簡介**

1. Under this VAR Delivered Support Model, Partner will be the primary support provider for the Supported Software. In a nutshell, this means that Partner will receive Incidents from Supported End Users and will be obliged to perform its Partner Support Duties (as further defined and explained in Part 2 – Section C. Article 5 (Partner Support Duties)).

基於本 VAR 交付支援模式，合作夥伴將是支援軟體的主要支援提供商。簡言之，這意味著合作夥伴將會從受支援之終端使用者接收到事件，並將有義務履行其合作夥伴支援責任（如第 2 部分 - 第 C 節 Article 5（合作夥伴支援責任）之規定）。

2. SAP will be the subsequent support provider for the Supported Software and will, after Partner performed its Partner Support Duties, receive Incidents from Partner and perform Development Support (as further defined and explained in Part 2 – Section B. Article 1 (SAP's support tasks)).

SAP 則會是支援軟體之後續支援提供者，並將於合作夥伴履行其合作夥伴支援責任後，接收來自合作夥伴所通報之事件，並執行開發支援（如第 2 部分 - 第 B 節 Article 1（SAP 之支援任務）之定義與說明）。

3. Partner will explain to each End User interested in receiving VAR Delivered Support the scope and values of SAP's support offerings.

合作夥伴會向有意願接受 VAR 交付支援之終端使用者說明 SAP 所提供支援的範圍與價值。

4. The exact scope of VAR Delivered Support as well as the differences between SAP Enterprise Support and SAP Standard Support are set out in Part 2 - Section A. (Standard Services under VAR Delivered Support).

VAR 交付支援的確定範圍和 SAP 企業支援與 SAP 標準支援間的差異，係如第 2 部分 - 第 A 節（VAR 交付支援下的標準服務）所定。

5. This VAR Delivered Support Model does not apply to SAP Business One. The prerequisites for VAR Delivered Support for SAP Business One are set out in the "SAP PartnerEdge - Terms and Conditions for VAR Delivered Support for SAP Business One" which are made available on <http://www.sap.com/company/legal>.

本 VAR 交付支援模式並不適用於 SAP Business One。VAR 交付支援對於 SAP Business One 適用的先決要件，係如「SAP PartnerEdge - 有關 SAP Business One 之 VAR 交付支援的條款與條件」所示（該等規定列在：<http://www.sap.com/company/legal>）。

### **Article 3 Prerequisites for VAR Delivered Support** **第 3 條 VAR 交付支援之先決條件**

In order to be authorized to market, sell and provide VAR Delivered Support for the Supported Software, Partner needs to fulfill all of the following prerequisites:

為獲得授權來針對支援軟體行銷、銷售與提供 VAR 交付支援，合作夥伴需要符合所有下列先決條件：

1. Sell On Premise Model  
銷售現場部署模式

Partner and SAP must have concluded a Sell On Premise Model and Partner must be authorized to market and distribute Software thereunder. 合作夥伴和 SAP 必須簽署一份銷售現場部署模式，且合作夥伴必須經授權可行銷與經銷該模式所訂之軟體。

2. Support Authorization  
支援授權

Partner must have achieved and continue to uphold Support Authorization as set out in Article 5 (Support Authorization).

合作夥伴必須按照 Article 5（支援授權）之規定，達到支援授權，並持續保持之。

3. SAP Support Sales Order  
SAP 支援銷售訂購單

Partner and SAP must have concluded a SAP Support Sales Order (as defined below) for each Software order placed for an End User for which Partner wants to provide VAR Delivered Support.

針對合作夥伴所欲對其提供 VAR 交付支援的終端使用者而開立之每一份軟體訂購單，合作夥伴與 SAP 必須已簽署一份 SAP 支援銷售訂購單（定義如下）。

**Article 4 Conclusion of SAP Support Sales Order**  
**第 4 條 SAP 支援銷售訂購單之簽署**

1. Partner must place an order with SAP for either SAP Enterprise Support or SAP Standard Support together with each Software order placed for an End User who wants to receive VAR Delivered Support from Partner (both orders may be included in one order form). Partner will use and fill out completely such forms and minimum order requirements as SAP may prescribe from time to time and must comply with any then-current order process for SAP Enterprise Support or SAP Standard Support. Where available, Partner agrees to use the electronic means provided by SAP for placing orders.

合作夥伴必須向 SAP 就 SAP 企業支援或 SAP 標準支援開立一份訂購單，以及合作夥伴所欲對其提供 VAR 交付支援的終端使用者而開立之每一份軟體訂購單 (該兩份訂購單得合併於一份訂購單內)。合作夥伴會使用 SAP 所不時規定之表單，並會完整填寫該表單及遵守 SAP 之最低訂購要求，且必須遵循當時適用於 SAP 企業支援或 SAP 標準支援之任何有效訂購流程。可用時，合作夥伴同意採用 SAP 所提供用於下單之電子方式。

2. Orders by Partner for SAP Enterprise Support and for SAP Standard Support are binding, non-cancellable, non-revocable, and non-transferable. All orders by Partner are subject to SAP's acceptance which SAP will give via the order process, through the Delivery of the relevant Software or by sending an invoice concerning Partner's order for SAP Enterprise Support or SAP Standard Support, whichever occurs first.

合作夥伴就 SAP 企業支援或 SAP 標準支援所開立之訂購單，乃是具有拘束力、不可取消、不可撤銷且不可轉讓。合作夥伴之一切訂購單，皆須經 SAP 透過其訂購流程加以接受，而其接受訂購單之方式，可以是交付相關的軟體、或是寄送一份有關合作夥伴所訂購 SAP 企業支援或 SAP 標準支援之發票 (以較早發生者為準)。

3. Every accepted order for SAP Enterprise Support or SAP Standard Support for a specific End User represents a separate contract between SAP and Partner (each a "SAP Support Sales Order").

針對特定終端使用者提供 SAP 企業支援或 SAP 標準支援的每個訂購單，如經接受，即代表 SAP 和合作夥伴之間的單獨合約 (「SAP 支援銷售訂購單」)。

4. For any additional Supported Software that Supported End User has acquired and is subject to VAR Delivered Support, Partner must conclude a separate SAP Support Sales Order.

針對受支援之終端使用者所額外取得而可適用 VAR 交付支援的任何支援軟體，合作夥伴必須單獨簽署一份 SAP 支援銷售訂購單。

5. In case Supported End User has more than one Support Delivery Model (SAP Delivered Support and VAR Delivered Support) within one solution area, Partner must ensure in its Supported End User maintenance agreements that the Supported End User installs and runs Software covered under a different Support Delivery Model on a separate technical installation from the one(s) already in place for an existing Support Delivery Model, including, without limitation, installs and runs any Software for which SAP Delivered Support is delivered directly by SAP on a separate technical installation from Software that is supported by a Partner via VAR Delivered Support.

若受支援之終端使用者，在同一解決方案領域內，擁有一不只一個支援交付模式 (SAP 交付支援與 VAR 交付支援)，合作夥伴必須確使其受支援之終端使用者的維護合約內，受支援之終端使用者業已在另外的技術安裝上，安裝並執行不同的支援交付模式中所涵蓋之軟體 (相較於現行支援交付模式中所既有之軟體)，包括但不限於：安裝及執行任何軟體，而 SAP 直接在另外的技術安裝上會對該軟體提供 SAP 交付支援，並且該軟體係與合作夥伴透過 VAR 交付支援所提供支援的軟體不同。

6. Any orders for SAP enterprise support or SAP standard support between SAP and Partner that were concluded or continued under or in connection with the old "PartnerEdge Channel Agreement VAR" for VAR Delivered Support (as defined therein) but excluding any orders relating to SAP Business One will continue as SAP Support Sales Orders under this VAR Delivered Support Model if they were still valid at the Effective Date stated in the VAR Delivered Support Schedule. With regard to these, the terms and conditions of this VAR Delivered Support Model apply.

SAP 與合作夥伴間有關 SAP 企業支援或 SAP 標準支援之任何訂購單，凡是基於或關於舊版「PartnerEdge Channel Agreement VAR」適用於 VAR 交付支援 (如該文件內之定義) (但與 SAP Business One 有關之訂購單，除外)，將視作本 VAR 交付支援模式下之 SAP 支援銷售訂購單而繼續，但須該等合約在 VAR 交付支援明細表所述之生效日時，仍屬有效，方可適用。有關此等事宜，本 VAR 交付支援模式之條款與條件，應予適用。

7. Any orders for SAP enterprise support or SAP standard support between SAP and Partner that were concluded under or in connection with an old SMB reseller agreement or other former SAP partner resale agreement for that Partner provided support but excluding any orders relating to SAP Business One will continue as SAP Support Sales Orders under this VAR Delivered Support Model if they were still valid at the Effective Date stated in the VAR Delivered Support Schedule. With regard to these, the terms and conditions of this VAR Delivered Support Model apply.

SAP 與合作夥伴間有關 SAP 企業支援或 SAP 標準支援之任何訂購單，凡是基於或關於舊版 SMB 轉售商合約或其他先前由合作夥伴提供支援的 SAP 合作夥伴轉售合約 (但與 SAP Business One 有關之訂購單，除外)，將視作本 VAR 交付支援模式下之 SAP 支援銷售訂購單而繼續，但須該等合約在 VAR 交付支援明細表所述之生效日時，仍屬有效，方可適用。有關此等事宜，本 VAR 交付支援模式之條款與條件，應予適用。

**Article 5 Support Authorization**  
**第 5 條 支援授權**

**1. Achievement of Support Authorization**  
**支援授權之達成**

In order to be authorized to market, sell and provide VAR Delivered Support, Partner must, inter alia, have achieved and continue to uphold Support Authorization. The Technical Support Guide explains in detail, what Partner needs to do to achieve and continue to uphold Support Authorization.

為獲得授權以行銷、銷售和提供 VAR 交付支援，合作夥伴必須 (尤其是) 達到支援授權，並繼續保持之。技術支援指南詳細說明合作夥伴應為何等行為，來達成支援授權，以及如何繼續保持之。

**2. Consequences of losing Support Authorization**  
**喪失支援授權之後果**

a) If Partner loses or otherwise does not continue to uphold Support Authorization ("Loss Of Support Authorization"):

若合作夥伴喪失或因他故無法繼續保持支持授權 (「喪失支援授權」)：

i. Partner will no longer be authorized to market and sell VAR Delivered Support to any End User;

合作夥伴將不再擁有得向任何終端使用者行銷與銷售 VAR 交付支援的授權；

ii. Partner will remain entitled to provide VAR Delivered Support for those Supported End Users' SAP Support Sales Orders which were still valid and for that Partner was authorized to provide VAR Delivered Support at the point in time the Loss Of Support Authorization occurred but only as long as SAP offers VAR Delivered Support for a Software product; and

合作夥伴仍有權對於受支援之終端使用者尚屬有效的 SAP 支援銷售訂購單，提供 VAR 交付支援，且為該目的，合作夥伴有權在發生喪失支援授權之時，仍提供 VAR 交付支援，但僅限於 SAP 對特定軟體有提供 VAR 交付支援的期限內；及

iii. SAP will start billing the Partner at the SAP Delivered Support rate (including any prior fee increases) for those SAP Support Sales Orders for which Partner remains entitled to provide VAR Delivered Support as set out in this Article 5 no. 2 a)ii. above from and including the first day after the Loss Of Support Authorization. From that point in time, Partner may also direct all requests for Partner

Support Duties (as further described and defined in the Part 2 – Section C. Article 5 (Partner Support Duties)) for such Supported End Users' SAP Support Sales Orders directly to SAP. Partner must ensure in its Supported End User maintenance agreements that in such case SAP may contact each Supported End User directly. Any additional maintenance services agreed to by Partner with its End Users, which are supplementary to those offered under this VAR Delivered Support Model, will not be delivered by SAP. Partner will solely remain liable towards its End Users, including, without limitation, to deliver any VAR Delivered Support services as well as any additional maintenance services Partner has agreed to under its End User maintenance agreement.

對於如本 Article 5 第 2 a)ii 款以上所述，合作夥伴仍有權提供 VAR 交付支援的 SAP 支援銷售訂購單，SAP 將從喪失支援授權後的第一日起 (含當日)，按照 SAP 交付支援費率 (包含任何先所為的費用調漲) 開始向合作夥伴計費。從該時間點起，合作夥伴亦得就該受支援之終端使用者基於 SAP 支援銷售訂購單而對於合作夥伴支援責任 (如第 2 部份 – 第 C 節第 5 條 (合作夥伴支援責任) 之定義與說明) 之一切請求，直接導向給 SAP。合作夥伴必須在其與受支援之終端使用者間的維護合約中，確使 SAP 在該情況下得直接與各該受支援之終端使用者聯繫。合作夥伴與其終端使用者間所合意之任何額外維護服務，如其屬本 VAR 交付支援模式下所提供之服務的補充，並不會由 SAP 來提供。合作夥伴仍將單獨對其終端使用者負責，包括但不限於：提供 VAR 交付支援服務，以及合作夥伴業已在其與其終端使用者間維護合約內，合意提供之任何額外的維護服務。

- b) If Partner provided VAR Delivered Support (as defined in the "PartnerEdge Channel Agreement VAR") under or in connection with the old "PartnerEdge Channel Agreement VAR" but lost or otherwise did not continue to uphold Support Authorization (as defined in the "PartnerEdge Channel Agreement VAR"), this Article 5 no. 2a) i., ii. and iii. will apply analogously.

若合作夥伴基於或關於舊版「PartnerEdge Channel Agreement VAR」而提供 VAR 交付支援 (如「PartnerEdge Channel Agreement VAR」所定義)，但卻喪失或因他故無法繼續保持支持授權 (如「PartnerEdge Channel Agreement VAR」所定義)，則本 Article 5 第 2a) i、ii 和 iii 款將類推適用。

- c) If Partner provided support under a SMB reseller agreement or other former SAP partner resale agreement with SAP that originally did not require any "Partner Center Of Expertise" certification for Partner to be allowed to provide VAR Delivered Support and Partner:

若合作夥伴基於或關於舊版 SMB 轉售商合約或其他先前與 SAP 間之 SAP 合作夥伴轉售合約而提供支援，且對於合作夥伴提供 VAR 交付支援，原先並未要求合作夥伴必須取得任何合作夥伴專業技術中心 (Partner Center Of Expertise) 之認證，而合作夥伴：

- i. has not achieved Support Authorization; or  
已未能達到支援授權；或
- ii. did achieve Support Authorization but did not continue to uphold it,  
曾經達到支援授權，但嗣後未能繼續保持之；

this Article 5 no. 2a) i., ii. and iii. will apply analogously.  
則本 Article 5 第 2a) i、ii 和 iii 款將予類推適用。

- d) If Partner actively provided partner support under a reselling agreement with a company that was acquired by a member of the SAP Group and has not achieved Support Authorization this Article 5 no. 2a) i., ii. and iii. will apply analogously.

若合作夥伴基於其與某一公司 (而該公司業經 SAP 集團之任一成員併購) 間之轉售合約積極提供合作夥伴支援，但並未達成支援授權，則 Article 5 第 2a) i、ii 和 iii 款將類推適用。

### 3. Other Consequences 其他後果

If Partner does not provide or ceases to provide VAR Delivered Support to a Supported End User or Partner loses or otherwise does not continue to uphold Support Authorization or both and SAP is approached directly by a Supported End User of such Partner, SAP will have the right (depending on Supported End User's choice) to:

若合作夥伴並未提供或停止提供 VAR 交付支援予某一受支援之終端使用者，或者合作夥伴喪失或因他故未能繼續保持支援授權，又或者該二情況兼有之，而有該合作夥伴的任一受支援之終端使用者直接與 SAP 聯繫，SAP 將有權 (取決於受支援之終端使用者的決定而定)：

- a) directly enter into a SAP Delivered Support agreement with the Supported End User and provide SAP Delivered Support; or  
直接與受支援之終端使用者簽署一份 SAP 交付支援合約，並提供 SAP 交付支援；或
- b) recommend to the Supported End User other partners or third parties for the provision of VAR Delivered Support.  
向受支援之終端使用者推薦其他合作夥伴或第三方，以便由其提供 VAR 交付支援。

### Article 6 Fee for VAR Delivered Support 第 6 條 VAR 交付支援之費用

#### 1. Payment and invoicing of fees 款項與費用發票

- a) The general calculation basis for VAR Delivered Support is described in the Price List and will be specified in each SAP Support Sales Order. VAR 交付支援之一般計算基準，乃是規定在價格清單內，並會列在各該 SAP 支援銷售訂購單中。
- b) The fee for each SAP Support Sales Order as originally set out in the SAP Support Sales Order or as increased according to this VAR Delivered Support Model must be paid by Partner annually in advance. SAP 支援銷售訂購單初始規定或依據本 VAR 交付支援模式所增加之 SAP 支援銷售訂購單的費用，應由合作夥伴每年預先支付。
- c) For the Initial Term (but excluding the Initial Term for VAR Delivered Support for SAP Business Objects solutions only) as set out in Article 8 no. 1 (Term) a) i., SAP will send a first invoice for the fee as set out in the SAP Support Sales Order for the period starting on the first day of the month following the Delivery of the Software until December 31st of the current year and a second invoice for the period starting on January 1st and ending on December 31st of the next calendar year.  
就第 1 部份 - Article 8 (期間) 第 1 a) i 款所述之第一期 (但不包含僅為了 SAP Business Objects 解決方案的 VAR 交付支援之第一期)，SAP 將就起始於交付軟體後第一個月份第一日直到該年度 12 月 31 日止的 SAP 支援銷售訂購單費用，寄發第一筆發票，並就下一日曆年度起始於 1 月 1 日直到 12 月 31 日的期間，寄發第二筆發票。
- d) For the Initial Term for VAR Delivered Support for SAP Business Objects solutions only as set out in Article 8 no. 1 (Term) a) ii., the fee as set out in the SAP Support Sales Order is invoiced for the period of the Initial Term.  
對於如 Article 8 (期間) 第 1 a) ii 款所述，僅為了 SAP Business Objects 解決方案的 VAR 交付支援之第一期，其列於 SAP 支援銷售訂購單之費用發票，乃是為了第一期之期間而開立。



- e) For each Renewal Term, fees as originally set out in the SAP Support Sales Order or as increased according to this VAR Delivered Support Model are invoiced for the period of the Renewal Term.

就各該續約期，SAP 支援銷售訂購單初始規定或依據本 VAR 交付支援模式而增加之 SAP 支援銷售訂購單費用，將就續約期之期間開立發票。

- f) SAP recommends that the Partner should offer SAP Enterprise Support and SAP Standard Support to End Users according to SAP's recommended prices.

SAP 建議合作夥伴在提供 SAP 企業支援與 SAP 標準支援予終端使用者時，應遵照 SAP 之建議售價。

## 2. Fee Increase

費用調漲

- a) SAP agrees that the fee for SAP Standard Support will remain unchanged for the Initial Term and the 1st Renewal Term.

SAP 同意第一期和首次續約期間之 SAP 標準支援費用應保持不變。

- b) SAP agrees that the fee for SAP Enterprise Support will remain unchanged until December 31, 2020.

SAP 同意，SAP 企業支援費用將在西元 2020 年 12 月 31 日前保持不變。

- c) After the applicable periods mentioned in this Article 6 no. 2a) and b) above, SAP reserves the right to increase the fee for each SAP Support Sales Order once during a calendar year upon three months' prior notice to Partner ("Fee Increase"). In case of a Fee Increase, Partner may terminate all SAP Support Sales Orders concerning a Supported End User by giving one month's prior notice to the effective date of the Fee Increase.

在上述 Article 6 第 2a) 和 b) 款所提及之相關期間過後，SAP 保留就各該 SAP 支援銷售訂購單於每一日曆年度內調漲一次之權利，惟應向合作夥伴為三個月前之事先通知（下稱「費用調漲」）。在發生費用調漲之情況下，合作夥伴得於費用調漲生效日前，以一個月之事先通知，終止關於某一名受支援之終端使用者之所有 SAP 支援銷售訂購單。

- d) The first Fee Increase must not exceed the percentage by which the Index as defined in Part 2 – Article 9 (Index) of the PartnerEdge GTCS has increased (calculated on a cumulative year-over-year basis) compared to the value of the Index as of the start date of the Initial Term of an SAP Support Sales Order. Any subsequent Fee Increase will be limited to the percentage by which the Index has increased (calculated on a cumulative year-over-year basis) compared to the value of the Index that was used as the basis for the last prior fee increase for a SAP Support Sales Order. If the Index ceases to be existent, SAP may choose to replace the Index by applying a reasonably equivalent price index as published by any governmental agency or non-partner agency ("Replacement Index"). SAP will inform Partner of a change to a Replacement Index in writing. Partner may terminate all SAP Support Sales Orders concerning a Supported End User by giving one month's prior notice to the effective date of a Fee Increase based on a Replacement Index.

SAP 支援銷售訂購單的首次費用調漲，不得超出 PartnerEdge GTC 第 2 部份 – 第 9 條 (指數) 所定指數調漲之百分比 (基於逐年累計值計算) (相較於 SAP 支援銷售訂購單第一期之起始日期的指數值)。任何後續的費用調漲，應以所增加的指數值 (相較於 SAP 支援銷售訂購單前一次費用調漲之基礎指數值) 百分比 (基於逐年累計值計算) 為限。若該指數不復存在，則 SAP 可選擇套用任何政府機構或非合作夥伴之機構發佈的合理對等指數，用以替代該指數 (下稱「替代指數」)。SAP 會於替代指數有變動時，以書面知會合作夥伴。在根據替代指數所執行之費用調漲生效日前，合作夥伴得以一個月之事先通知，終止關於某一名受支援之終端使用者之所有 SAP 支援銷售訂購單。

- e) Not raising fees in any given year is not a waiver of SAP's right to do so.

SAP 於任何一個指定年度中不調高費用，並不構成 SAP 放棄調高費用之權利。

- f) The limitations in this Article 6 no. 2b), c) and d) will not apply to the following notices and orders:

Article 6 第 2b)、c) 和 d) 款所列之限制，不會適用在下列通知與訂購單：

- i. notices to Partner for price increases provided to Partner prior to January 1st, 2010 (even if the price increase will become effective at one or multiple times after January 1st, 2010);

2010 年 1 月 1 日前向夥伴發出的提價通知 (即使提價通知將於 2010 年 1 月 1 日後一次或多次生效)；

- ii. notices to Partner that modify other notices provided prior to January 1st, 2010 to the advantage of Partner (e.g. by delaying or slowing down an already announced price increase); and

在 2010 年 1 月 1 日前以對合作夥伴有利的方式向合作夥伴發出的有關修改其他通知的通知 (例如透過延遲或放慢已公佈的提價)；以及

- iii. any notices to Partner regarding any SAP Support Sales Orders for SAP Enterprise Support that had not been priced at 22% of the Partner's software buy price but these will be capped at 22% of the Partner's software buy price until December 31, 2020.

對於 SAP 企業支援之 SAP 支援銷售訂購單向夥伴發出的任何通知，如其尚未以合作夥伴的軟體購買價格的 22% 定價者，將在西元 2020 年 12 月 31 日前，被限定為不超過合作夥伴的軟體購買價格的 22%。

SAP recommends that the terms and conditions set out in this Article 6 no. 2 (Fee Increase) are reflected by Partner in its support and maintenance agreements with Supported End Users.

SAP 建議列在 Article 6 第 2 款 (費用調漲) 之條款與條件，應由合作夥伴反映在其與受支援之終端使用者間的支援與維護合約上。

3. Fee per Incident. Under this VAR Delivered Support Model, Partner is responsible for solving Incidents that do not require Development Support. If an Incident is forwarded by a Supported End User or Partner to SAP, and it does not meet the criteria below in a), b) and c), Partner must pay to SAP a fee per Incident as further outlined in the Price List ("Payment for non-standard and/or other maintenance services").

按事件計收之費用。基於本 VAR 交付支援模式，合作夥伴應負責解決不需要開發支援之事件。若某一事件經受支援之終端使用者或合作夥伴轉發予 SAP，而該事件並不符合以下第 a)、b) 和 c) 款所訂之要件，合作夥伴必須支付 SAP 一筆按事件計收的費用，其詳細內容如價格清單所示 (下稱「對於非標準及/或其他維護服務之款項」)。

SAP will not invoice Partner:

SAP 不會向合作夥伴針對下列事宜開立發票：

- a) for Incidents that were processed by SAP Development Support (as set out in Part 2 - Section B. Article 1 (SAP's support tasks));

業經 SAP 開發支援處理之事件 (如第 2 部份 - 第 B 節 Article 1(SAP 之支援任務) 所列)；

- b) for Priority 1 Incidents for Supported End Users that have purchased SAP Enterprise Support; or

對於業已訂購 SAP 企業支援的受支援之終端使用者，其所發生之優先順序 1 事件；或

- c) if the number of Incidents eligible for invoicing is five or fewer Incidents per quarter.

每一季可開立發票之事件在五件以下者。

SAP will issue invoices to Partner on a quarterly basis. Such invoices will comprise a list of Incidents processed by SAP Support Organization. Invoices will only include Incidents that are closed (with status "Confirmed" by Partner/Supported End User or with status "Confirmed Automatically" by SAP).

SAP 會每季度向夥伴開具一次發票。此發票將包含 SAP 支援機構所處理的事件清單。發票僅會包含已結案之事件 (其狀態須屬於經合作夥伴/受支援之終端使用者「已確認」或經 SAP「已自動確認」)。

#### **Article 7 Tax 第 7 條 稅捐**

1. Each Party will be responsible for the payment of its own taxes.  
每一方將負責支付自己的稅捐。
2. All taxes based on income that are imposed, or may be imposed, by any federal, state or local government entities for payments received under or in connection with any part of this Agreement will be borne by the recipient of the payment ("**Recipient**").  
由任何聯邦、州立或當地政府實體基於或關於本合約任何部份，根據所得而徵收或可能徵收之一切稅捐，將由收款之一方 (下稱「**收款方**」) 負擔。
3. If the Party making such payments ("**Payer**") is required by law to withhold income or corporation tax or a similar tax ("**Withholding Tax**") from any gross payment to the Recipient under or in connection with any part of this Agreement, Payer will be entitled to withhold or deduct such tax from the gross amount to be paid if and to the extent that the Recipient may offset the withholding income and corporate tax liabilities according to the law the country of residence of the Recipient against its income or corporate tax liabilities. However, Payer must use all endeavours to reduce any such withholding payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties. Recipient will cooperate with Payer to the extent that is necessary to apply for such reduction, especially by, but not limited to, providing necessary forms to Payer or the relevant tax authority. Otherwise, Payer is entitled to withhold tax at standard rates according to the relevant laws. The Payer will in the case of any withholding of any Withholding Tax provide to the Recipient a receipt from the relevant tax authority to which such Withholding Tax has been paid. In case the Recipient under or in connection with any part of this Agreement is not entitled to offset the withholding income and corporate tax liability according to the law of the country of residence, Recipient and Payer will mutually agree in writing whether the Payer will be entitled to withhold taxes on account of the Recipient from the contractually agreed payments. The fact that such offset is not possible (or not possible in a specific year) must be notified by Recipient to the Payer.

若付款之一方 (下稱「**付款方**」) 依法須從基於或關於本合約任何部份之支付總額內，扣繳所得或公司稅或類似之稅款 (下稱「**扣繳稅款**」)，付款方有權從該待支付之總額中扣留或扣除該稅款，但僅限於在收款方可根據收款方所在國之法律，使用該扣繳之所得與公司稅義務，與其所得或公司稅義務互抵的限度內，方可為之。然而，付款方必須盡一切努力，依所有適用法律和雙重徵稅條約的規定，將任何此類應扣稅款減少到最低可能的比率。收款方將在必要範圍內與付款方合作，申請此等扣減，尤其是透過 (但不限於) 提供必要表格給付款方或相關的稅務機關。否則，付款方有權根據相關法律依標準費率扣除稅款。付款方在任何扣除扣繳稅款的情況下，將向收款方提供其已將此類扣繳稅款繳交予稅務機關的收據。倘若收款方基於或關於本合約任何部份無法根據其所在國之法律，就扣繳之所得與公司稅義務進行相互抵扣，收款方與付款方應針對付款方是否有權就收款方於合約上合意之款項預扣稅款，達成書面合意。收款方必須將該無法進行互抵 (或無法在特定年度進行互抵) 之事實通知付款方。

4. All other taxes or charges of any kind (including but not limited to, customs duties, tariffs, excise, gross receipts, sales and use and value added tax) except income tax or corporation tax (or similar taxes) will be borne by the Payer. Partner must communicate to SAP its VAT or GST identification number(s) attributed by the country where Partner has established its business. SAP shall consider the support for the Supported Software provided under or in connection with this Agreement to be for Partner's business operations and provided to the location(s) of the Partner in accordance with the provided VAT or GST identification number(s). If any such tax or duty has to be withheld or deducted from any payment under or in connection with any part of this Agreement, Payer must increase payment under or in connection with any part of this Agreement by such amount to ensure that after such withholding or deduction, Recipient has received an amount equal to the payment otherwise required. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of the VAR Delivered Support Schedule.

除所得稅或公司稅 (或類似稅款) 外，任何類別之所有其他稅捐或收費 (包括但不限於：關稅、消費稅、總收入稅、銷售和使用及增值稅) 均將由付款方負擔。合作夥伴必須將其營業設立國有關之 VAT 或 GST 識別碼告知 SAP。SAP 應將基於或關於本合約所對支援軟體提供之支援，用於合作夥伴的業務營運，並依所提供之 VAT 或 GST 識別碼，將此支援提供給合作夥伴的營業據點。如任何此類稅捐或稅款已從基於或關於本合約之任何款項內預扣或扣除，付款方應將基於或關於本合約之款項增加付款數額，從而確保經預扣或扣除之後，收款方仍能收到與原應收款項等同之數額。簽署本 VAR 交付支援明細表之前，應向 SAP 提供所有適用之直接付款許可或有效免稅憑證。

#### **Article 8 Term and Termination of SAP Support Sales Orders 第 8 條 SAP 支援銷售訂購單之期限與終止**

1. Term  
期限
- a) The initial term for SAP Support Sales Orders will be as follows ("**Initial Term**"):  
SAP 支援銷售訂購單之第一期如下 (「**第一期**」):
  - i. for each SAP Support Sales Order relating to (i) Supported Software except for SAP BusinessObjects solutions only and (ii) joint transactions (sale of VAR Delivered Support for SAP BusinessObjects solutions together with VAR Delivered Support for one or more Supported Software products that are not SAP Business Objects solutions in one order), VAR Delivered Support will commence and the initial term will start as of the first day of the month following the Delivery of the Software and will end on December, 31st of the next full calendar year (except if the first day of the month following the Delivery of the Software falls on January, 1st of a respective calendar year, in which case the initial term will run until December, 31st of the respective calendar year); or  
若是為了以下各項銷售 SAP 支援銷售訂購單 (i) 支援軟體 (但不包括 SAP BusinessObjects 解決方案)；及 (ii) 共同交易 (即：SAP BusinessObjects 解決方案的 VAR 交付支援，搭配銷售一個或更多個支援軟體產品的 VAR 交付支援，且此等產品與 Business Objects 解決方案並非屬於同一訂購單)，則 VAR 交付支援及第一期將開始於軟體交付後一月份的第一日，並將於下一完整年度的 12 月 31 日結束 (但軟體交付後一月份的第一日，若是落在各別年度之 1 月 1 日者，則在該情況下，其第一期將在各該年度的 12 月 31 日結束)；或
  - ii. for each SAP Support Sales Order relating only to SAP BusinessObjects solutions, VAR Delivered Support will commence and the initial term will start as of the day of Delivery of the Software and will end twelve months later (but excluding the date having the same day and month as the day of Delivery of the Software).  
針對 SAP BusinessObjects 解決方案的各該 SAP 支援銷售訂購單，其 VAR 交付支援將自軟體交付之日時展開，且其第一期亦將自該日期起算，並結束於十二個月後 (但不包含與軟體交付之日相同月份及日期之日)。
- b) After the Initial Term and subject to this VAR Delivered Support Model each SAP Support Sales Order will automatically renew for subsequent twelve months periods:  
第一期過後並不違反本 VAR 交付支援模式之前提下，各該 SAP 支援銷售訂購單將在下列日期自動續訂後續十二個月：
  - i. for each SAP Support Sales Order relating to (i) Supported Software except for SAP BusinessObjects solutions only and (ii) joint transactions (sale of VAR Delivered Support for SAP BusinessObjects solutions together with VAR Delivered Support for one or more Supported Software products that are not SAP BusinessObjects solutions in one order), on January 1st of each calendar year; or  
若是為了以下各項 SAP 支援銷售訂購單 (i) 支援軟體 (但不包括僅為了 SAP BusinessObjects 的解決方案)；及 (ii) 共同交易 (即：SAP

BusinessObjects 解決方案的 VAR 交付支援，搭配銷售一個或更多個支援軟體產品的 VAR 交付支援，且此等產品與 SAP BusinessObjects 解決方案並非屬於同一訂購單，則是在每一日曆年的 1 月 1 日；或

- ii. for each SAP Support Sales Order relating only to SAP BusinessObjects solutions, on each date having the same day and month as the day of Delivery of the Software.

針對 SAP BusinessObjects 解決方案的各該 SAP 支援銷售訂購單，則在與軟體交付之日具有相同月份與日期的每個日子。

(each a "Renewal Term"), whereby the first twelve months period immediately following the Initial Term will be defined as "1st Renewal Term". (各該期限下稱「續約期」)，而其中緊接續在第一期後之頭十二個月的期間，將定義為「首次續約期」。

## 2. Termination

終止

- a) Partner may terminate all SAP Support Sales Orders concerning a Supported End User by giving three months' prior written notice to the end of the Initial Term or any Renewal Term. For the avoidance of any doubt: termination by Partner strictly applies to all SAP Support Sales Orders of a Supported End User; any partial termination of SAP Support Sales Orders concerning a Supported End User is not permitted.

在第一期或任何續約期結束前，合作夥伴得以三個月之前書面通知，終止關於某一名受支援之終端使用者的所有 SAP 支援銷售訂購單。為免疑義：合作夥伴之終止，應嚴格適用於各該受支援之終端使用者的所有 SAP 支援銷售訂購單；任何受支援之終端使用者的 SAP 支援銷售訂購單，不得進行部份終止。

- b) When Partner terminates any SAP Support Sales Orders, Partner will provide SAP with the name and customer identification number of the relevant Supported End User to which the SAP Support Sales Orders pertained, the reason for termination, the effective date of termination and a copy of the termination notice relating to the support and maintenance agreement between the Supported End User and the Partner.

當合作夥伴終止任何 SAP 支援銷售訂購單時，合作夥伴須將該 SAP 支援銷售訂購單所含相關受支援之終端使用者的姓名及客戶識別號、終止理由、終止的生效日期以及該受支援之終端使用者與合作夥伴間支援與維護合約相關終止通知的副本，提供給 SAP。

- c) SAP may terminate SAP Support Sales Orders by giving three months' prior written notice to the end of the Initial Term or any Renewal Term. If Partner does not pay on the due date any amount payable to SAP under or in connection with a SAP Support Sales Order at the place at and in the currency in which it is expressed to be payable, SAP will be entitled to terminate the relevant SAP Support Sales Order unless payment is made within thirty days of the due date.

SAP 可在第一期或任何續約期結束前，發出三個月之前書面通知，以終止 SAP 支援銷售訂購單。若合作夥伴未於到期日、在其應付款之處所、按其付款時所應使用之貨幣，將基於或與 SAP 支援銷售訂購單有關、應付予 SAP 之任何款項，支付予 SAP，SAP 將有權終止相關 SAP 支援銷售訂購單；但該款項已於到期日後三十日內付清者，除外。

- d) If SAP Support Sales Orders are terminated, SAP will endeavor to transfer all affected SAP Support Sales Orders to SAP or another SAP partner who has Support Authorization, depending on each Supported End User's choice. Partner agrees to actively support the transfer of the affected SAP Support Sales Orders to SAP or another SAP partner who has Support Authorization, depending on Supported End User's choice. In case a Supported End User would like to receive VAR Delivered Support from another SAP partner who has Support Authorization, Partner authorizes SAP to disclose the fee (maintenance percentage and maintenance base and thereby the software partner buy price) for each SAP Support Sales Order to the relevant SAP partner to whom the SAP Support Sales Orders will be transferred. Partner must ensure in its support and maintenance agreements with each Supported End User that SAP may contact the affected End Users immediately after receipt or sending of the termination notice concerning SAP Support Sales Orders.

若 SAP 支援銷售訂購單遭到終止，SAP 會盡力移轉所有受到影響之 SAP 支援銷售訂購單予 SAP 其他具有支援授權之 SAP 合作夥伴（但此取決於各該受支援之終端使用者的決定為何）。合作夥伴同意在移轉所有受到影響之 SAP 支援銷售訂購單予 SAP 或其他具有支援授權之 SAP 合作夥伴（取決於各該受支援之終端使用者的決定為何）的事宜上，積極提供支持。若受支援之終端使用者欲從其他具有支援授權之 SAP 合作夥伴，獲得 VAR 交付支援，合作夥伴授權 SAP 得就各該 SAP 支援銷售訂購單，向將受讓 SAP 支援銷售訂購單的相關 SAP 合作夥伴揭露其費用（即：維護百分比與維護基本費，從而軟體合作夥伴可據以購買之價格）。合作夥伴必須在其與各該受支援之終端使用者間的支援與維護合約中，確保 SAP 能在接到或寄發有關 SAP 支援銷售訂購單之終止通知後，立即與受影響之終端使用者聯絡。

- e) Upon termination of a SAP Support Sales Order or termination of this VAR Delivered Support Model, Partner shall return to each affected Supported End User all information provided to Partner which is relevant for the provision of support for the Supported Software.

於 SAP 支援銷售訂購單或本 VAR 交付支援模式終止時，合作夥伴應將所提供給合作夥伴而與提供支援與支援軟體有關之一切資訊，返還給各該受影響的受支援之終端使用者。

3. SAP recommends that the terms and conditions set out in this Article 8 (Term and Termination of SAP Support Sales Orders) are reflected by Partner in its support and maintenance agreements with Supported End Users.

SAP 建議合作夥伴應在其與受支援之終端使用者間所簽署之支援與維護合約中，反映如 Article 8 (SAP 支援銷售訂購單之期限與終止) 所訂之條款與條件。

## Article 9 Change of Support Offering

### 第 9 條 支援服務之變更

#### 1. Change of Support Offering from SAP Enterprise Support to SAP Standard Support

將支援服務從 SAP Enterprise Support 變換為 SAP Standard Support

- a) Notwithstanding Partner's right under Article 8 (Term and Termination of SAP Support Sales Orders) no. 2 and provided Partner is not in default of any obligations with regard to the affected Supported End User, Partner may select SAP Standard Support instead of SAP Enterprise Support for the Supported End User under the following condition:

縱然合作夥伴具有基於 Article 8 (SAP 支援銷售訂購單之期限與終止) 第 2 款所述之權利，且合作夥伴並未違反其對受影響的受支援之終端使用者之義務，合作夥伴仍可基於下列條件，為受支援之終端使用者選擇 SAP 標準支援，而非 SAP 企業支援：

- i. Partner's first, still active SAP Support Sales Order for SAP Enterprise Support for the affected End User must have completed the Initial Term; and

合作夥伴就受影響的終端使用者之 SAP 企業支援，其第一筆有效 SAP 支援銷售訂購單之第一期必須業已完成；及

- ii. Partner must provide SAP with three months' prior written notice:

合作夥伴必須向 SAP 提供三個月之前書面通知：

- a) if all SAP Support Sales Orders for the affected Supported End User are solely on a calendar year renewal basis (renewing on January 1<sup>st</sup> of each calendar year) or if some of the SAP Support Sales Orders for the affected Supported End User are on a calendar year renewal basis and others on an anniversary renewal basis, to December 31<sup>st</sup> in any calendar year; or

若是受影響的受支援之終端使用者，其所有 SAP 支援銷售訂購單，皆僅僅是以日曆年為基礎來續約（即：在每個日曆年的 1 月 1 日續約）或者該受影響的受支援之終端使用者，有部份的 SAP 支援銷售訂購單，是以日曆年為基礎來續約，直到任何日曆年的 12 月 31 日為止；或



- β) if all SAP Support Sales Orders for the affected Supported End User are solely on an anniversary renewal basis (renewing every twelve months after the day on that Delivery of the Software occurred), to the day before the anniversary date of the SAP Support Sales Order that is the first one to come up for renewal in any calendar year. As an example: Partner concluded three SAP Support Sales Order with SAP on the following dates: 30<sup>th</sup> June 2011, 2<sup>nd</sup> February 2012 and 13<sup>th</sup> March 2013. In such case, the first one to come up for renewal in any calendar year would be the one dated 2<sup>nd</sup> February 2012. Thus, 1<sup>st</sup> February of any calendar year would be the day before the anniversary date.

若是受影響的受支援之終端使用者，其所有 SAP 支援銷售訂購單，皆僅僅是以年度續約為基礎（即：在軟體交付發生之日後，每次續約十二個月），直到該 SAP 支援銷售訂購單之週年日的前一日（前述週年日，即為在任何日曆年中，第一個到期而應續約之日）。例如：合作夥伴與 SAP 分別在下列日期簽署三筆 SAP 支援銷售訂購單：2011 年 6 月 30 日、2012 年 2 月 2 日和 2013 年 3 月 13 日。在此情況下，在任何日曆年中，第一個到期而應續約之日將為 2012 年 2 月 2 日。因此，任一曆年的 2 月 1 日將為週年日的前一日。

- b) Such selection shall be stated by Partner in the notice letter and shall terminate SAP Enterprise Support effective with the commencement of SAP Standard Support. Any selection of SAP Standard Support will apply to all Supported Software solutions currently under SAP Enterprise Support of the affected Supported End User and will be on SAP's then-current terms and conditions for SAP Standard Support, including without limitation pricing. SAP may require Partner to execute one or multiple new SAP Support Sales Orders for the selection of SAP Standard Support as well as an amendment or other document memorializing Partner's selection and SAP's then-current terms and conditions. A new Initial Term will start with the commencement of SAP Standard Support.

合作夥伴必須以通知信指定選項，且應終止 SAP 企業支援，於 SAP 標準支援開始時生效。對於 SAP 標準支援所為之任何選定，將適用於受影響的受支援之終端使用者，目前包含在 SAP 企業支援下的所有支援軟體，並將會採用 SAP 當時有效並適用於 SAP 標準支援的條款與條件，包括但不限於：價格。針對選定 SAP 標準支援，SAP 得要求合作夥伴簽署一筆或多筆新的 SAP 支援銷售訂購單，以及增修協議，或是為記錄合作夥伴所選定之項目和 SAP 當時有效條款與條件的其他文件。新的第一期將自 SAP 標準支援起始之日時起算。

- c) For the avoidance of any doubt: termination of SAP Enterprise Support and selection of SAP Standard Support instead of SAP Enterprise Support by Partner strictly applies to all SAP Support Sales Orders of a Supported End User; any partial termination of SAP Enterprise Support or partial selection of SAP Standard Support for certain SAP Support Sales Orders concerning a Supported End User is not permitted.

為免疑義：合作夥伴終止 SAP 企業支援及選定 SAP 標準支援而非 SAP 企業支援，應嚴格適用於各該受支援之終端使用者的所有 SAP 支援銷售訂購單；對於任何受支援之終端使用者的 SAP 企業支援為部份終止或就若干 SAP 支援銷售訂購單進行 SAP 標準支援之部份選定，皆不被准許。

- d) If Partner selects SAP Standard Support instead of SAP Enterprise Support for a Supported End User Article 6 (Fee for VAR Delivered Support) applies, but the period will start on the date that the new Initial Term starts as set out in this Article 9 no.1b).

倘若合作夥伴為某一受支援之終端使用者，選定 SAP 標準支援，而非 SAP 企業支援，應適用 Article 6 (VAR 交付支援之費用) 之規定，但其新的第一期，將自如 Article 9 第 1b) 款所述之日期開始計算。

## 2. Change of Support Offering from SAP Standard Support to SAP Enterprise Support 將支援服務從 SAP Standard Support 變換為 SAP Enterprise Support

- a) Notwithstanding Partner's right under Article 8 (Term and Termination of SAP Support Sales Orders) no. 2 and provided Partner is not in default of any obligations with regard to the affected Supported End User, Partner may select SAP Enterprise Support instead of SAP Standard Support for the Supported End User with three months' prior written notice to SAP to the first day of any calendar month.

縱然合作夥伴具有基於 Article 8 (SAP 支援銷售訂購單之期限與終止) 第 2 款所述之權利，且合作夥伴並未違反其對受影響的受支援之終端使用者之義務，合作夥伴仍可基於下列條件，於任何日曆月首日前，向 SAP 為三個月之前書面通知，來為受支援之終端使用者選擇 SAP 企業支援，而非 SAP 標準支援：

- b) Such selection shall be stated by Partner in the notice letter and shall terminate SAP Standard Support effective with the commencement of SAP Enterprise Support. Any selection of SAP Enterprise Support will apply to all Supported Software solutions currently under SAP Standard Support of the affected Supported End User and will be on SAP's then-current terms and conditions for SAP Enterprise Support, including without limitation pricing. SAP may require Partner to execute one or multiple new SAP Support Sales Orders for the selection of SAP Enterprise Support as well as an amendment or other document memorializing Partner's selection and SAP's then-current terms and conditions. A new Initial Term will start with the commencement of SAP Enterprise Support.

合作夥伴必須以通知信指定選項，且應終止 SAP 標準支援，於 SAP 企業支援開始時生效。對於 SAP 企業支援所為之任何選定，將適用於受影響的受支援之終端使用者，目前包含在 SAP 標準支援下的所有支援軟體，並將會採用 SAP 當時有效並適用於 SAP 企業支援的條款與條件，包括但不限於：價格。針對選定 SAP 企業支援，SAP 得要求合作夥伴簽署一筆或多筆新的 SAP 支援銷售訂購單，以及增修協議，或是為記錄合作夥伴所選定之項目和 SAP 當時有效條款與條件的其他文件。新的第一期將自 SAP 企業支援起始之日時起算。

- c) For the avoidance of any doubt: termination of SAP Standard Support and selection of SAP Enterprise Support instead of SAP Standard Support by Partner strictly applies to all SAP Support Sales Orders of a Supported End User; any partial termination of SAP Standard Support or partial selection of SAP Enterprise Support for certain SAP Support Sales Orders concerning a Supported End User is not permitted.

為免疑義：合作夥伴終止 SAP 標準支援及選定 SAP 企業支援而非 SAP 標準支援，應嚴格適用於各該受支援之終端使用者的所有 SAP 支援銷售訂購單；對於任何受支援之終端使用者的 SAP 標準支援為部份終止或就若干 SAP 支援銷售訂購單進行 SAP 企業支援之部份選定，皆不被准許。

- d) If Partner selects SAP Enterprise Support instead of SAP Standard Support for a Supported End User Article 6 (Fee for VAR Delivered Support) applies, but the period will start on the date that the new Initial Term starts as set out in this Article 9 no. 2a).

倘若合作夥伴為某一受支援之終端使用者，選定 SAP 企業支援，而非 SAP 標準支援，應適用 Article 6 (VAR 交付支援之費用) 之規定，但其新的第一期，將自如 Article 9 第 2a) 款所述之日期開始計算。

## Article 10 Continuous Support 第 10 條 持續支援

1. Every Supported End User must always have all of its Software installations covered by one type of VAR Delivered Support meaning either SAP Enterprise Support or SAP Standard Support. Partner must neither market, nor sell, nor provide SAP Enterprise Support to a Supported End User if such Supported End User operates its Software installations under SAP Standard Support, and vice versa, this includes instances where the support offering was changed from e.g. SAP Standard Support to SAP Enterprise Support. If this is not the case, Partner must terminate its support and maintenance agreements relating to VAR Delivered Support with such Supported End User in their entirety. A partial termination is not permitted. Partner is not permitted to deliver SAP Enterprise Support if that Supported End User operates Software installations under SAP Standard Support, and vice versa. In such case, Partner is required to change the support offering for the Supported End User in accordance with Article 9 (Change of Support Offering).

每名受支援之終端使用者必須始終保有 VAR 交付支援所包含的其中一類（即：SAP 企業支援或 SAP 標準支援）之所有軟體安裝。對於任何受支援之終端使用者，如其係基於 SAP 標準支援而執行其軟體安裝，合作夥伴不得行銷、銷售或提供 SAP 企業支援予該等受支援之終端使用者，反之亦然；這包括其支援服務乃是從如 SAP 標準支援轉換至 SAP 企業支援的情況。否則，合作夥伴必須終止其與該受支援之終端使用者間有關 VAR 交付支援之支援與維護合約的全部。不允許部分終止。若受支援之終端使用者根據 SAP 標準支援執行軟體安裝，則合作夥伴不得交付 SAP 企業支援；反之亦然。在此情況下，合作夥伴需依據 Article 9 (支援服務之變更) 之規定，為該受支援之終端使用者變更支援服務。

2. If Partner does not order VAR Delivered Support for an End User immediately after the order of the Supported Software for the End User, but orders it later e.g. to obtain a new Software release, or VAR Delivered Support is otherwise terminated e.g. pursuant to Article 8 (Term and Termination of SAP Support Sales Orders) no. 2, or declined for some period of time and is subsequently requested or reinstated, Partner can obtain VAR Delivered Support for such End User only upon payment of the fee for VAR Delivered Support that it would (pursuant to the Price List) have had to pay had it agreed to take VAR Delivered Support immediately after the order of the Supported Software. In such case, SAP will invoice Partner such accrued fee for VAR Delivered Support plus a reinstatement fee. Payment of the accrued fee and the reinstatement fee is immediately due and payable in full. The same applies, if this VAR Delivered Support Model was rescinded, terminated according to Article 13 (Term and Termination of this VAR Delivered Support Model) or otherwise terminated and re-activated or concluded anew.

若合作夥伴並未在其為某一終端使用者訂購支援軟體後，立即為該終端使用者訂購 VAR 交付支援，而是在稍後才作訂購（例如：取得新的軟體發行版本、或 VAR 交付支援因故被終止（例如：根據 Article 8 (SAP 支援銷售訂購單之期限與終止) 第 2 款之規定）、或被拒絕一段時間，而後來要求復用者），合作夥伴僅得在該終端使用者付清其應付的所有 VAR 交付支援費用（根據價格清單，按其訂購支援軟體後，原應立即取得 VAR 交付支援來計算）後，為該終端使用者，取得 VAR 交付支援。在此情況下，SAP 會就此期間累計的 VAR 交付支援費用加上一筆復用費，開立發票給合作夥伴。累計費用與復用費用之款項，乃是即時到期並應全數付清。若本 VAR 交付支援模式根據 Article 13 (本 VAR 交付支援模式之期間與終止) 遭到撤銷、終止或因他故而遭到終止，並且嗣後經重新啟動或重新簽署，則亦適用相同規定。

3. For the avoidance of any doubt: Article 10 (Continuous Support) no. 2 will also apply to:

為免疑義：Article 10 (持續支援) 第 2 款之規定，亦應適用於：

a) any orders for SAP enterprise support or SAP standard support between SAP and Partner that were originally concluded or continued under, or in connection with, the old "PartnerEdge Channel Agreement VAR" for VAR Delivered Support (as defined therein), but excluding any orders relating to SAP Business One that were later terminated under the old "PartnerEdge Channel Agreement VAR" and are now subsequently requested, concluded anew or reinstated under this VAR Delivered Support Model; and

SAP 與合作夥伴間有關 SAP 企業支援或 SAP 標準支援之任何訂購單，凡是基於或關於舊版「PartnerEdge Channel Agreement VAR」適用於 VAR 交付支援（如該文件內之定義）（但與 SAP Business One 有關者，除外）者，倘嗣後基於舊版「PartnerEdge Channel Agreement VAR」遭到終止，而現今基於本 VAR 交付支援模式隨後被要求、重新簽署或復用者；及

b) any orders for SAP enterprise support or SAP standard support between SAP and Partner that were concluded under, or in connection with, an old SMB reseller agreement or other former SAP partner resale agreement for which Partner provided support, but excluding any orders relating to SAP Business One that were later terminated under the old SMB reseller agreement or other former SAP partner resale agreement and are now subsequently requested, concluded anew or reinstated under this VAR Delivered Support Model.

SAP 與合作夥伴間有關 SAP 企業支援或 SAP 標準支援之任何訂購單，凡是基於或關於舊版 SMB 轉售商合約或其他先前由合作夥伴提供支援的 SAP 合作夥伴轉售合約者（但與 SAP Business One 有關之任何訂購單，除外），倘嗣後基於舊版 SMB 轉售商合約或其他先前版本的 SAP 合作夥伴轉售合約而遭到終止，且現今基於本 VAR 交付支援模式隨後被要求、重新簽署或復用者。

4. If Partner wants to provide VAR Delivered Support to End Users who currently receive SAP Delivered Support but wish to order VAR Delivered Support from Partner instead without buying any new Supported Software, Partner must maintain a certain minimum annual revenue as defined in the RSPI.

若合作夥伴欲提供 VAR 交付支援予現正接受 SAP 交付支援之終端使用者，但欲從合作夥伴訂購 VAR 交付支援，而不購買任何新的支援軟體，合作夥伴必須保持如 RSPI 所述之若干最低年度營收要求。

## Article 11 Maintenance Phases

### 第 11 條 維護階段

1. VAR Delivered Support is provided in accordance with the then applicable maintenance phases per Software release as stated on the SAP Service Marketplace at <http://support.sap.com/releasestrategy>.

VAR 交付支援係根據 SAP Service Marketplace (<http://support.sap.com/releasestrategy>) 上所述之每個軟體版本當時適用的維護階段予以提供。

2. The scope of services for VAR Delivered Support (as outlined in Part 2 – Section A. (Standard Services under VAR Delivered Support)) depends on the respective maintenance phase for the Software release. SAP will only provide the full scope of VAR Delivered Support during the first maintenance phase, so called "Mainstream Maintenance". After expiration of "Mainstream Maintenance", SAP may offer different services. For up-to-date release planning information and further information on services, please have a look at the product availability matrix (PAM) made available at <http://support.sap.com/pam>.

對於 VAR 交付支援（如第 2 部份 – 第 A 節（VAR 交付支援下之標準服務））之服務範圍，乃是取決於軟體發行版本之各該維護階段而定。SAP 僅在第一個維護階段（所謂的「主要維護」）內提供 VAR 交付支援的完整範圍。在「主要維護」期滿後，SAP 可提供不同的服務。如需最新版本計劃資訊及有關服務的更多資訊，請查閱產品可用性表（PAM）（列於：<http://support.sap.com/pam>）。

3. Partner acknowledges that SAP cannot support third party operating systems, databases or other middleware components which are no longer supported by their manufacturers. SAP is only able to support those third party operating systems, databases or other middleware components if and to the extent to which the relevant manufacturer offers maintenance and support for its product. Partner is obliged to inform Supported End Users that an upgrade to a newer version of the third party operating systems, databases or other middleware components may be necessary.

合作夥伴確認，SAP 無法支援那些不再受其製造商支援的第三方作業系統、資料庫或其他中介軟體元件。SAP 只能支援相關製造商為其產品提供維護及支援的第三方作業系統、資料庫或其他中介軟體元件。在有必要升級到較新版本的第三方作業系統、資料庫或其他中介軟體元件時，夥伴有義務就此通知受支援之終端使用者。

## Article 12 Limitations

### 第 12 條 限制

1. SAP will only support Supported Software distributed directly or via Partner to Supported End User for which SAP Enterprise Support or SAP Standard Support was ordered and will not provide support for any Incident that arises because Partner or Supported End User has altered the Supported Software without authorization by SAP or is in breach of the license provisions, or for any problem that arises in connection with the use of software that was not distributed by SAP as part of the Supported Software.

SAP 僅會對已為其訂購 SAP 企業支援或 SAP 標準支援的受支援之終端使用者之支援軟體（直接或經由合作夥伴經銷予受支援之終端使用者）提供支援，且不會就由於合作夥伴或受支援之終端使用者未經 SAP 授權而對支援軟體進行修改或違反授權規定所導致之事件、或就非由 SAP 經銷而屬授權軟體一部份之軟體所產生的任何問題提供支援。

2. SAP will not provide any support services for third-party software that was not distributed by SAP as part of the Supported Software.

對於屬授權軟體的一部份，而非由 SAP 所經銷之第三方軟體，SAP 不會提供任何支援服務。

3. SAP will not provide any support services for Incidents that are in Partner's or Supported End User's area of responsibility and result, for example, from inappropriate installation, unsatisfactory Supported End User training, lack of or incorrect business design, incorrect operation or faulty hardware.

SAP 不會對屬於合作夥伴或受支援之終端使用者責任範圍的事件提供任何支援服務，例如因安裝不當、不滿意的受支援之終端使用者培訓、缺乏或錯誤的業務設計、誤操作或故障的硬體所致。

4. The scope of VAR Delivered Support only aims at the resolution of Incidents and problems caused by the Supported Software and does not include usage and operational questions, which is at Partner's discretion to provide.

VAR 交付支援的範圍僅在於解決支援軟體引起的事件和問題，不包括應由合作夥伴決定是否提供的使用和操作問題。

5. SAP Enterprise Support or SAP Standard Support is only provided for Supported Software ordered for a Supported End User by the Partner and in accordance with the then current and applicable Price List and the maintenance phase per Software Release as currently outlined under <http://support.sap.com/releasesstrategy>.

SAP 企業支援或 SAP 標準支援僅適用於受支援之終端使用者透過合作夥伴訂購的支援軟體，並依當時適用的價格清單和 <http://support.sap.com/releasesstrategy> 下目前所載之每個軟體發行版本的維護階段提供。

6. SAP will provide VAR Delivered Support on Third Party Software that SAP distributes directly or via Partner to Supported End User under the Sell On Premise Model only to the degree that the third party owning the Third Party Software makes such support available to SAP. SAP does not support operating systems, databases and other third-party components, which have run out of support by their suppliers/vendors. In order to receive VAR Delivered Support for such Third Party Software, Supported End Users may have to upgrade to more recent combinations of operating system, databases and other third-party components. SAP will only be able to support operating systems, databases and other third-party components if the respective suppliers/vendor offers an extension of support for its product. If this extension is defined as chargeable by the vendor, SAP may offer a chargeable extension of support for products of these vendors if licensed via SAP. Pricing is available upon request (details on vendor/supplier offerings will be published on SAP Service Marketplace at <http://support.sap.com/maintenance>).

SAP 會對由 SAP 直接經銷或僅基於銷售現場部署模式而經由合作夥伴經銷予受支援之終端使用者之第三方軟體，提供 VAR 交付支援，但僅限於擁有該第三方軟體之第三方有對 SAP 提供該支援之限度內。SAP 不支援其供應商/廠商支援已耗盡的作業系統、資料庫及其他第三方元件。為能就該第三方軟體獲得 VAR 交付支援，受支援之終端使用者可能必須升級作業系統、資料庫及其他第三方元件到最新的組合。若各自供應商/廠商為產品提供延伸支援服務，SAP 只能支援作業系統、資料庫和其他第三方元件。如供應商規定此延伸為收費項目，則 SAP 可以為此類供應商 (若透過 SAP 取得授權) 的產品提供收費延伸支援。歡迎索取定價 (供應商/廠商服務的詳情發佈於 SAP Service Marketplace : <http://support.sap.com/maintenance>)。

7. Failure to use the maintenance services provided by SAP or Partner such as Remote Services, SAP Technical Quality Checks, SAP EarlyWatch Alert, and/or Remote Connection for Supported End Users can result in a situation where SAP is unable to identify potential problems and provide support in eliminating those problems. This, in turn, might result in unsatisfactory software performance for which SAP accepts no responsibility.

未能使用 SAP 或合作夥伴提供予受支援之終端使用者之維護服務 (例如：遠端服務、SAP 技術品質檢查、SAP EarlyWatch Alert 及/或遠端連線) 可能導致以下情形：SAP 無法識別潛在問題並提供支援以消除這些問題。這會進而導致不满意的軟體效能，SAP 對此不接受承擔任何責任。

8. Partner shall not subcontract any or all parts of VAR Delivered Support to third parties without prior written approval by SAP. If SAP approved subcontracting by Partner, Partner shall remain solely responsible towards SAP for fulfillment of Partner's obligation stipulated in this VAR Delivered Support Model.

未經 SAP 事前書面同意，合作夥伴不得將 VAR 交付支援的任何部份或全部分包予第三方。若 SAP 核准合作夥伴之分包，合作夥伴仍應對 SAP 就達成本 VAR 交付支援模式所訂合作夥伴之義務，負起全部責任。

9. SAP does not provide any functional training concerning Third Party Software.

SAP 不提供有關第三方軟體的任何功能培訓。

#### **Article 13 Term and Termination of this VAR Delivered Support Model**

##### **第 13 條 本 VAR 交付支援模式之期間與終止**

1. Term. This VAR Delivered Support Model comes into effect as of the Effective Date defined in the VAR Delivered Support Schedule and remains in full force and effect until and including 31 December of the same year. Thereafter, its term is automatically extended for subsequent periods of one year.

期間。本 VAR 交付支援模式於 VAR 交付支援明細表所載之生效日起生效，並將保持完整效力直到同年之 12 月 31 日 (含) 為止。其後依序自動續約一年。

2. Termination for convenience. Either Party may terminate this VAR Delivered Support Model for convenience with three months' prior written notice to 31 December of each year.

任意終止。任一方可得於每年 12 月 31 日前，以三個月之事先書面通知，任意終止本 VAR 交付支援模式。

3. Automatic termination. When the Sell On Premise Model is terminated, rescinded or ends in any other way this VAR Delivered Support Model is automatically terminated at the same time.

自動終止。倘銷售現場部署模式經終止、解除或以其他方式結束者，本 VAR 交付支援模式亦同時自動終止。

4. Termination for good cause: Besides the termination reasons set out in Article 10 (Termination for good cause) of Part 1 of the PartnerEdge GTCS, SAP may terminate this VAR Delivered Support Model immediately upon written notice to the Partner:

基於正當事由終止：除 PartnerEdge GTC 第 1 部份第 10 條 (基於正當事由終止) 所列之終止事由外，SAP 得向合作夥伴立即以書面通知終止本 VAR 交付支援模式：

a) if SAP has reasonable grounds to believe that Partner's conduct in providing VAR Delivered Support to End Users negatively affects SAP's legitimate interests. This includes cases where SAP's brand reputation is put at risk by the Partner deviating from SAP's then-current quality standards for VAR Delivered Support; and

倘若 SAP 有合理理由足信合作夥伴提供 VAR 交付支援予終端使用者時之作為，會對 SAP 之法定利益造成負面影響。這包含由於合作夥伴背離 SAP 就 VAR 交付支援當時有效的品質標準，而致 SAP 之品牌聲譽陷入危險；及

b) if Partner (i) markets or sells maintenance services of third parties for the SAP Product(s) or (ii) allows that third parties directly or indirectly provide maintenances services for the SAP Product(s) in both cases provided that SAP has reasonable grounds to believe that this conduct constitutes a risk to SAP's Intellectual Property Rights or SAP's Confidential Information.

若合作夥伴：(i) 為 SAP 產品而行銷或銷售第三方之維護服務；或 (ii) 允許第三方直接或間接為 SAP 產品提供維護服務，而在前開二種情況下，均須以 SAP 有合理理由足信該項作為對 SAP 之智慧財產權或 SAP 之機密資訊構成風險為前提。

5. Consequences of Termination.

終止後果。

a) If this VAR Delivered Support Model is terminated, rescinded or ends in any other way, Partner's right to market, sell and provide VAR Delivered Support to any End User under this VAR Delivered Support Model as set out in Article 1 (Engagement Model) immediately ends. Neither Article 5 (Support Authorization) nor Article 8 (Term and Termination of SAP Support Sales Order) apply in such case.

倘本 VAR 交付支援模式經終止、解除或以其他方式結束，合作夥伴基於本 VAR 交付支援模式 Article 1 (參與模式) 之規定而行銷、銷售與提供 VAR 交付支援予任何終端使用者之權利，亦立即結束。在此情況下，Article 5 (支援授權) 或 Article 8 (SAP 支援銷售訂購單之期限與終止) 均無從適用。

- b) If this VAR Delivered Support Model is terminated, rescinded or ends in any other way, SAP will endeavor to transfer all affected SAP Support Sales Orders to SAP or another SAP partner who has Support Authorization, depending on each Supported End User's choice. Partner agrees to actively support the transfer of all SAP Support Sales Orders to SAP or another SAP partner who has Support Authorization, depending on Supported End User's choice. In case a Supported End User would like to receive VAR Delivered Support from another SAP partner who has Support Authorization, Partner authorizes SAP to disclose the fee (maintenance percentage and maintenance base and thereby the software partner buy price) for each SAP Support Sales Order to the relevant SAP partner to whom the SAP Support Sales Order will be transferred. Partner must ensure in its support and maintenance agreements with each Supported End User that SAP may contact such Supported End Users immediately after receipt or sending of a termination notice concerning this VAR Delivered Support Model.

若本 VAR 交付支援模式經終止、解除或以任何其他方式結束，SAP 會盡力移轉所有受到影響之 SAP 支援銷售訂購單予 SAP 或其他具有支援授權之 SAP 合作夥伴（但此取決於各該受支援之終端使用者之決定為何）。合作夥伴同意在移轉所有 SAP 支援銷售訂購單予 SAP 或其他具有支援授權之 SAP 合作夥伴（取決於各該受支援之終端使用者之決定為何）的事宜上，積極提供支持。倘受支援之終端使用者欲從其他具有支援授權之 SAP 合作夥伴，獲得 VAR 交付支援，合作夥伴授權 SAP 得就各該 SAP 支援銷售訂購單，向將受讓 SAP 支援銷售訂購單的相關 SAP 合作夥伴揭露其費用（即：維護百分比與維護基本費，從而軟體合作夥伴可據以購買之價格）。合作夥伴必須在其與各該受支援之終端使用者間的支援與維護合約中，確保 SAP 能在接到或寄發有關本 VAR 交付支援模式之終止通知後，立即與該受支援之終端使用者聯絡。

For clarification: A Loss of Support Authorization does not automatically lead to a termination of this VAR Delivered Support Model and to a loss of the right to provide VAR Delivered Support. If Partner loses Support Authorization but this VAR Delivered Support Model is not terminated, Article 5 (Support Authorization) applies.

為釐清疑義：喪失支援授權並不自動導致本 VAR 交付支援模式之終止和喪失提供 VAR 交付支援之權利。若合作夥伴喪失支援授權，但本 VAR 交付支援模式未被終止，應適用 Article 5 (支援授權) 之規定。

6. SAP recommends that the terms and conditions set out in this Article 13 (Term and Termination of the VAR Delivered Support Model) are reflected by Partner in its support and maintenance agreements with Supported End Users.

SAP 建議合作夥伴應在其與受支援之終端使用者間所簽署之支援與維護合約中，反映如 Article 13 (VAR 交付支援模式之期限與終止) 所訂之條款與條件。

## PART 2 – Support Services 第 2 部分 - 支援服務

Under VAR Delivered Support, the Supported End User should receive at least the services set out below. Partner may provide additional services in addition to the services offered under this VAR Delivered Support Model.

在 VAR 交付支援下，受支援之終端使用者應至少獲得下述之服務。合作夥伴得於本 VAR 交付支援模式所提供之服務之外，另提供額外之服務。

All of the rights and obligations are between SAP and Partner. This VAR Delivered Support Model is not an agreement to the benefit of a specific End User and does not give any End User the right to sue SAP.

所有權利與義務乃是適用在 SAP 與合作夥伴間。本 VAR 交付支援模式，並非為特定終端使用者之利益而設的合約，且並未給予任何終端使用者得對 SAP 提起訴訟之權利。

### A. Standard Services under VAR Delivered Support VAR 交付支援下之標準服務

This Section A. (Standard Services under VAR Delivered Support) describes the standard services that Partner may request and SAP will provide to such degree as SAP makes such services generally available in the Territory to partners and that Supported End Users should receive from the Partner under VAR Delivered Support. The exact scope depends on the kind of VAR Delivered Support chosen by the Supported End User, the maintenance phase (please see Part 1 - Article 11 (Maintenance Phases) for further explanation) and the supported Product Family.

本第 A 節 (VAR 交付支援下之標準服務) 列出合作夥伴可請求及 SAP 將提供 (須達到 SAP 普遍在約定區域提供該等服務予合作夥伴之程度) 和受支援之終端使用者應在 VAR 交付支援下從合作夥伴獲得之標準服務。確切範圍取決於受支援之終端使用者所選定之 VAR 交付支援的類型、維護階段 (請參見第 1 部分 - Article 11 (維護階段) 之詳細說明) 和受支援之系列產品。

In general, the major difference between SAP Enterprise Support and SAP Standard Support lies in the scope of what is provided by SAP, whereas the Partner's duties to the End User and SAP are generally similar in both cases (see Section C. (Partner's duties towards SAP and Supported End User)).

一般而言，SAP 企業支援與 SAP 標準支援之差異，在於 SAP 提供之範圍為何，而其中合作夥伴對終端使用者與 SAP 之責任，在兩種情況下，乃是大致相似的 (請參見第 C 條 (合作夥伴對 SAP 和受支援之終端使用者之責任) 之規定)。

### Article 1 Scope of SAP Enterprise Support 第 1 條 SAP 企業支援之範圍

The following scope listed under this Article 1 (Scope of SAP Enterprise Support) applies to SAP Enterprise Support and will be provided by SAP for each SAP Support Sales Order for SAP Enterprise Support:

本 Article 1 條 (SAP 企業支援之範圍) 所列之下述範圍，適用於 SAP 企業支援，且將由 SAP 針對 SAP 企業支援之各該 SAP 支援銷售訂購單而提供：

### Continuous Improvement and Innovation

#### 持續不斷的改進和創新

- New software releases of the licensed Supported Software, as well as tools and procedures for upgrades. SAP supports upgrades to new Supported Software releases in "Mainstream Maintenance". SAP does not support upgrades to new Supported Software releases in extended or customer-specific maintenance, unless this is necessary as one step in a multi-step upgrade to a target Supported Software release in "Mainstream Maintenance". For maintenance phases see Part 1 – Article 11 (Maintenance Phases).  
授權支援軟體的新軟體發行版本，以及升級工具和程序。SAP 支援升級到主要維護範圍內的新支援軟體發行版本。SAP 不支援升級到延伸或客戶特定維護範圍內的新支援軟體發行版本，除非這在多步升級到主要維護範圍內的目標支援軟體發行版本中是必要的一步。就維護階段，請參見第 1 部分 – Article 11 (維護階段)。
- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.  
支援套件 - 修正套件，減少實作單一修正的工作。支援套件也可能包含可使現有功能符合變更之法規需求的修正套件，減少實作單一。
- For releases of SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP may provide enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP's current practice is to provide one enhancement package or other update per calendar year.  
SAP 在 SAP Business Suite 7 核心應用程式的各發行版本 (從 SAP ERP 6.0 起，以及從 2008 年發行的 SAP CRM 7.0、SAP SCM 7.0、SAP

SRM 7.0 和 SAP PLM 7.0 起) 中, 可能會透過增強套件或其他可用的方式, 提供增強的功能和/或創新。在進行 SAP 核心應用程式發行版本的主要維護過程中, SAP 目前的做法是會在每一年度提供一個增強套件或其他更新。

- Technology updates to support third-party operating systems and databases. Available ABAP source code for SAP software applications and additionally released and supported function modules.  
支援第三方作業系統和資料庫的技術更新。可供 SAP 軟體應用程式使用之 ABAP 原始碼, 以及另外發行並受支援之功能模組。
- Software change management, such as changed configuration settings or Supported Software upgrades, is supported for example with content and information material, tools for client copy and entity copy, and tools for comparing customization.  
支援軟體變更管理 (例如變更的組態設定或支援軟體升級), 其方式例如內容和資訊資料、用戶端版本和實體版本工具, 以及自訂比較工具。
- Configuration guidelines and content for Supported Software are usually shipped via SAP Solution Manager.  
支援軟體的組態指導原則和內容通常會隨附於 SAP Solution Manager 交付。
- Best practices for SAP System Administration and SAP Solution Operations for the Supported Software are provided. Details are outlined on the SAP Service Marketplace.  
提供適用於 SAP System Administration 和支援軟體之 SAP Solution Operations 的最佳實務。SAP 服務市場上載有相關詳情。
- SAP configuration and operation content is supported as integral part of the Supported Software.  
SAP 組態和作業內容的支援會納入成為支援軟體的一部份。
- Content, tools and process descriptions for SAP Application Lifecycle Management are part of the SAP Solution Manager, the Supported Software and/or the applicable Documentation for the Supported Software.  
SAP Application Lifecycle Management 的內容、工具和程序等說明, 會隨著 SAP Solution Manager、支援軟體及/或支援軟體的適用文件一併提供。

## Global Support Backbone

### 全球支援基礎架構

- SAP Service Marketplace - SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to customers, end users and partners of SAP only.  
SAP Service Marketplace - SAP 的知識庫, 以及 SAP 可於此將內容和服務僅發佈給客戶、終端使用者和合作夥伴的知識傳授外部網路。
- SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that Supported End Users can implement into their SAP system. SAP Notes also document related issues, questions from customers, end users and partners and recommended solutions (e.g. customizing settings).  
SAP Service Marketplace 使用的 SAP Notes 會記錄軟體功能錯誤的發生情形, 並提供補救、防止和避免發生錯誤的方法。SAP Notes 得包含可由受支援之終端使用者實作到本身 SAP 系統中的程式編碼修正。SAP Notes 同時載明相關問題、客戶、終端使用者和合作夥伴問題和建議的解決方案 (例如自訂設定)。
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.  
SAP Note Assistant - 可將特定修正和改良功能安裝到 SAP 元件的工具。
- SAP Solution Manager - as described in Section B. Article 3 (SAP Solution Manager).  
SAP Solution Manager - 如第 B 節 Article 3(SAP Solution Manager) 所述。

## Technical Quality Checks

### 技術品質檢查

- In case of vital alerts reported by SAP EarlyWatch Alert or in case of Top Issues Partner may request for a specific Supported End User technical quality checks to be delivered by SAP as further described in the Technical Support Guide ("Technical Quality Check" or "TQC"). Upon such a request, SAP will analyze the Supported End Users situation and will deliver a Technical Quality Check if it is needed to handle the vital alert or Top Issue or to de-escalate a critical situation at Supported End User's site.  
倘若 SAP EarlyWatch Alert 通報重要警示或遇有首要問題, 合作夥伴得為特定受支援之終端使用者要求 SAP 進行技術品質檢查, 該檢查之內容, 如技術支援指南所詳述 (下稱「技術品質檢查」或「TQC」)。於接獲該等請求時, SAP 將會對於受支援之終端使用者的狀況進行分析, 並會執行技術品質檢查, 以決定是否需要處理該重要警示或首要問題, 或將受支援之終端使用者現場之緊急情況加以降等。
- The TQC might consist of one or more manual, self-service or automatic remote service sessions. At the end of each Technical Quality Check, SAP will provide Partner or Supported End User with an action plan or written recommendations or both. Technical Quality Check sessions may be delivered by SAP or a certified SAP partner acting as SAP's subcontractor or both based on SAP standards and methodology.  
TQC 可能包含一或多次手動、自助或自動遠端服務工作階段。在每次技術品質檢查後, SAP 都將向合作夥伴或受支援之終端使用者提供行動計劃或書面建議。技術品質檢查工作階段的全部或部分項目將由 SAP 或擔任 SAP 分包商之 SAP 認證夥伴或其二者, 依據 SAP 之標準和方法予以履行。
- SAP cannot deliver a TQC for Third Party Software.  
SAP 無法就第三方軟體執行 TQC。
- TQC can be re-scheduled only once. Re-scheduling must take place at least twenty working days before the planned delivery date. Otherwise, SAP is not obliged to deliver the TQC.  
TQC 僅可重新排程一次。重新排程必須在計劃交付日期至少二十個工作天之前進行。否則, SAP 並無執行 TQC 之義務。
- Technical Quality Checks may only be requested by Partner for a specific Supported End User. Partner is responsible for ensuring that Supported End User has met all the technical prerequisites for the service as further set out in the Technical Support Guide.  
技術品質檢查僅得由合作夥伴為特定的受支援之終端使用者提出請求。合作夥伴有責任確保受支援之終端使用者業已符合有關服務之所有技術先決條件 (如技術支援指南所詳述)。
- Partner may request other SAP services (part of the TQC portfolio or beyond) (for details see <https://support.sap.com/support-programs-services.html>) for a specific Supported End User, based on the then applicable Price List.  
合作夥伴得為特定的受支援之終端使用者, 根據當時適用之價格清單, 要求提供其他 SAP 服務 (在 TQC 組合的範圍之內或之外) (其詳細內容請參見: <https://support.sap.com/support-programs-services.html>)。

## Other Components, Methodologies, Content and Community Participation

### 其他元件、方法、內容和社群參與

- Monitoring components and agents for systems to monitor available resources and collect system status information of the Supported Software (e.g. SAP EarlyWatch@Alert).  
監控系統元件和代理程式 (例如, SAP EarlyWatch Alert) 可供系統監控可用的資源, 並收集 SAP 支援軟體的系統狀態資訊 (例如: SAP EarlyWatch@Alert)。
- Pre-configured test templates and test cases are usually delivered via the SAP Solution Manager. In addition the SAP Solution Manager assists Supported End User's testing activities with functionalities that currently include:



預先設定的測試範本和測試案例通常會透過 SAP Solution Manager 來提供。除此之外，SAP Solution Manager 還可協助受支援之終端使用者測試使用目前包含下列功能所執行的動作：

- Test administration for Supported Software by using the functionality provided as part of the SAP Solution Manager  
使用 SAP Solution Manager 內提供的功能來測試軟體的管理
- Quality Management for management of „Quality-Gates“  
用於管理「品質閘門」的品質管理軟體
- SAP-provided tools for automatic testing  
SAP 提供的自動測試工具
- SAP-provided tools to assist with optimizing regression test scope. Such tools support identifying the business processes that are affected by a planned SAP Software Solutions change and make recommendations for the test scope as well as generating test plans (for details see <http://support.sap.com/solutionmanager>).  
SAP 提供的最佳化迴歸測試範圍協助工具。前述工具可支援找出受 SAP 軟體解決方案計劃變更所影響的業務流程，並擬定該測試範圍的建議事項，以及產生測試計劃 (如需詳細資訊，請參閱 <http://support.sap.com/solutionmanager>)。
- Content and supplementary tools designed to help increase efficiency, which may include implementation methodologies and standard procedures, an Implementation Guide (IMG) and Business Configuration (BC) Sets.  
設計用以協助提高效率的內容和補充工具，其中可能包括實作方法和標準程序、實作指南 (IMG) 和企業設定 (BC) 集。
- Access to guidelines via SAP Service Marketplace, which may include implementation and operations best practices, processes and content designed to help reduce costs and risks. Such content currently includes:  
透過 SAP Service Marketplace 存取指導方針，此資料庫可能包括實作和作業最佳實務、程序以及設計用於協助降低成本和風險的內容。此類內容目前包括：
  - End-to-End Solution Operations: Assists Supported End User with the optimization of the end-to-end operations of Supported End User's SAP Software Solution.  
一貫式解決方案作業：協助受支援之終端使用者最佳化其 SAP 軟體解決方案的一貫式解決方案。
  - Run SAP Methodology: Assists Supported End User with application management, business process operations, and administration of the SAP NetWeaver technology platform, and currently includes:  
Run SAP 方法：協助受支援之終端使用者進行應用程式管理、業務流程作業，以及管理 SAP NetWeaver 技術平台，目前包括：
    - The SAP standards for solution operations  
SAP 的解決方案作業標準
    - The roadmap of Run SAP to implement end-to-end solution operations  
可實作一貫式解決方案作業的 Run SAP 藍圖
    - Tools, including the SAP Solution Manager application management solution. For more information on the Run SAP methodology, refer to <https://support.sap.com/support-programs-services/methodologies.html>.  
各種工具，包含 SAP Solution Manager 應用程式管理解決方案。有關 Run SAP 方法之進一步資訊，請參見：<https://support.sap.com/support-programs-services/methodologies.html>。
- Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides information about best business practices, service offerings, etc.  
參與 SAP 客戶和合作夥伴社群 (透過 SAP Service Marketplace)，社群可提供最佳商務實務和服務方案等相關資訊。

## Mission Critical Support

### 任務關鍵支援

SAP will support Partner by providing Mission Critical Support as set out below:

SAP 將藉由提供如下述之任務關鍵支援，來支援合作夥伴：

- When Partner reports Incidents, SAP supports Partner by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Partner may send an Incident at any time. All persons involved in the Incident solving process can access the status of the Incident at any time. For further details on definition of Incident priorities see SAP Note 67739.  
當合作夥伴匯報事件時，SAP 得提供補救、防止或避免錯誤的方法，給予合作夥伴支援。此類支援的主要管道為 SAP 提供的支援基礎架構。合作夥伴可於任何時間傳送事件。所有參與解決事件程序的人員，均可隨時存取該事件的狀態。有關事件優先順序定義的詳細資料，請參閱 SAP 註記 67739。
- In case of Priority 1 Incidents or Top Issues, Partner may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Partner provides remote access as specified in Section C. Article 2 (Requirements regarding Supported End User agreement). 如屬優先順序 1 事件或首要問題，合作夥伴亦得採用電話與 SAP 聯繫。若是採取上述聯絡方式 (以及其他另外提供方式)，SAP 得要求合作夥伴依第 C 條 Article 2 (有關受支援之終端使用者合約要求) 所載方式提供遠端存取權限。
- Global Incident handling by SAP for Priority 1 Incidents, including Service Level Agreements between SAP and Partner as set forth in Section B. Article 2 no. 1 (Service Level Agreement for SAP Enterprise Support).  
由 SAP 就優先順序 1 事件處理之全球事件，包括 SAP 與合作夥伴間如第 B 節 Article 2 第 1 款 (SAP 企業支援之服務層級合約) 所述之服務層級合約。
- SAP will, in addition to Priority 1 Incidents, receive vital alerts reported by SAP EarlyWatch Alert and Top-Issues from Partner. SAP will examine vital alerts reported by SAP EarlyWatch Alert and work to resolve Top-Issues directly with the Supported End User and/or Partner. 除了優先順序 1 事件外，SAP 還將接收 SAP EarlyWatch Alert 通報的重要警示和來自夥伴的首要問題。SAP 將檢查 SAP EarlyWatch Alert 通報的重要警示，並直接與受支援之終端使用者及/或合作夥伴一起努力解決首要問題。
- Global 24x7 Incident root cause analysis and escalation procedures in accordance with Section B. Article 2 (Service Level Agreement).  
就全球性全年無休事件進行根本原因分析和逐步上呈程序，依據第 B 節 Article 2 (服務層級合約) 之規定。
- Root Cause Analysis for Custom Code: For Custom Code built with the SAP development workbench, SAP provides mission-critical Incident root cause analysis, according to the Service Level Agreement for Initial Response Time stated in Section B. Article 2 (Service Level Agreement) for Priority 1 Incidents. If the Custom Code is documented according to SAP's then-current standards (for details see <http://support.sap.com>), SAP may provide guidance to assist Partner in Incident resolution).  
自訂程式碼的根本原因分析：對於使用 SAP 開發工作台建立的自訂程式碼，SAP 根據服務層級合約第 B 節 Article 2 (服務層級合約) 中的初始回應時間，對優先順序 1 事件提供關鍵性事件之根本原因分析。若自訂程式碼係依 SAP 當時標準所記載 (如需詳細資訊，請參閱 <http://support.sap.com>)，則 SAP 得提供指導方針以協助合作夥伴解決事件。
- Partner gets access to the Partner Support Advisory Center as described in Section B. Article 5 (Partner Support Advisory Center).  
合作夥伴按第 B 節 Article 5 (合作夥伴支援顧問中心) 之規定，取得進入合作夥伴支援顧問中心之存取權。

## Article 2 Scope of SAP Standard Support

### 第 2 條 SAP 標準支援之範圍



The following scope listed under this Article 2 (Scope of SAP Standard Support) applies to SAP Standard Support and will be provided by SAP for each SAP Support Sales Order for SAP Standard Support:

本第 Article 2 條 (SAP 標準支援之範圍) 所列之下述範圍, 適用於 SAP 標準支援, 並將由 SAP 針對各該 SAP 標準支援之各該 SAP 支援銷售訂購單而提供:

### Continuous Improvement and Innovation

#### 持續不斷的改進和創新

- New software releases of the licensed Supported Software, as well as tools and procedures for upgrades. SAP supports upgrades to new Supported Software releases in "Mainstream Maintenance". SAP does not support upgrades to new Supported Software releases in extended or customer-specific maintenance, unless this is necessary as one step in a multi-step upgrade to a target Supported Software release in "Mainstream Maintenance". For maintenance phases see Part 1 – Article 11 (Maintenance Phases).  
授權支援軟體的新軟體發行版本, 以及升級工具和程序。SAP 支援升級到主要維護範圍內的新支援軟體發行版本。SAP 不支援升級到延伸或客戶特定維護範圍內的新支援軟體發行版本, 除非這在多步升級到主要維護範圍內的目標支援軟體發行版本中是必要的一步。就維護階段, 請參見第 1 部分 – Article 11 (維護階段)。
- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.  
支援套件 - 修正套件, 減少實作單一修正的工作。支援套件也可能包含可使現有功能符合變更之法規需求的修正套件, 減少實作單一。
- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP may provide enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP's current practice is to provide one enhancement package or other update per calendar year.  
SAP 在 SAP Business Suite 7 核心應用程式的各發行版本 (從 SAP ERP 6.0 起, 以及從 2008 年發行的 SAP CRM 7.0、SAP SCM 7.0、SAP SRM 7.0 和 SAP PLM 7.0 起) 中, 可能會透過增強套件或其他可用的方式, 提供增強的功能和/或創新技術。在進行 SAP 核心應用程式發行版本的主要維護過程中, SAP 目前的做法是會在每一年度提供一個增強套件或其他更新。
- Technology updates to support third-party operating systems and databases. Available ABAP source code for SAP software applications and additionally released and supported function modules.  
支援第三方作業系統和資料庫的技術更新。可供 SAP 軟體應用程式使用之 ABAP 原始碼, 以及另外發行並受支援之功能模組。
- Software change management, such as changed configuration settings or Supported Software upgrades is supported for example with content and information material, tools for client copy and entity copy, and tools for comparing customization.  
支援軟體變更管理 (例如變更的組態設定或支援軟體升級), 其方式例如內容和資訊資料、用戶端版本和實體版本工具, 以及自訂比較工具。

### Global Support Backbone

#### 全球支援基礎架構

- SAP Service Marketplace - SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to customers, end users and partners of SAP only.  
SAP Service Marketplace - SAP 的知識庫, 以及 SAP 可於此將內容和服務僅發佈給客戶、終端使用者和合作夥伴的知識傳授外部網路。
- SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that Supported End Users can implement into their SAP system. SAP Notes also document related issues, questions from customers, end users and partners and recommended solutions (e.g. customizing settings).  
SAP Service Marketplace 使用的 SAP Note 會記錄軟體功能錯誤的發生情形, 並提供補救、防止和避免發生錯誤的方法。SAP Notes 得包含可由受支援之終端使用者實作到本身 SAP 系統中的程式編碼修正。SAP Notes 同時載明相關問題、客戶、終端使用者和合作夥伴問題和建議的解決方案 (例如自訂設定)。
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.  
SAP Note Assistant - 可將特定修正和改良功能安裝到 SAP 元件的工具。
- SAP Solution Manager - as described in Section B. Article 3 (SAP Solution Manager).  
SAP Solution Manager - 如第 B 節 Article 3 (SAP Solution Manager) 所述。

### Incident Handling

#### 事件處理

- When Partner reports Incidents, SAP supports Partner by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Partner may send an Incident at any time. All persons involved in the Incident resolution process can access the status of a submitted Incident at any time. For further details on definition of Incident priorities see SAP Note 67739.  
當合作夥伴匯報事件時, SAP 得提供補救、防止或避免錯誤的方法, 給予合作夥伴支援。此類支援的主要管道為 SAP 提供的支援基礎架構。合作夥伴可於任何時間傳送事件。參與此事件解決過程之所有人員可於任何時間存取已傳送事件的狀態。有關事件優先順序定義的詳細資料, 請參閱 SAP 註記 67739。
- In case of Priority 1 Incidents or Top Issues, Partner may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Partner provides remote access as specified in Section C. Article 2 (Requirements regarding Supported End User Agreement).  
如屬優先順序 1 事件或首要問題, 合作夥伴亦得採用電話與 SAP 聯繫。若是採取上述聯絡方式 (以及其他另外提供方式), SAP 得要求合作夥伴依第 C 節 Article 2 (有關受支援之終端使用者合約要求) 所載方式提供遠端存取權限。
- SAP will commence Incident handling on Priority 1 Incidents within 24 hours, 7 days a week provided that the following conditions are met: SAP 會就優先順序 1 事件, 進行全年無休 (每周 7 天、每天 24 小時) 之事件處理; 惟前提是符合下列條件:
  - (i) The Incident must be reported in English; and  
事件必須以英語通報; 及
  - (ii) Partner must have a suitably skilled English-speaking employee at hand so that Partner and SAP can communicate if SAP assigns the problem Incident to an overseas SAP support center.  
合作夥伴必須擁有技能嫻熟、會說英語的員工, 以便在 SAP 將問題事件分配給海外 SAP 支援中心時確保合作夥伴和 SAP 有效溝通。  
If either or both of these conditions are not fulfilled, SAP may not be able to start Incident handling or to continue Incident handling until these conditions are fulfilled and is therefore released from its duties under the Agreement.  
若這兩個條件中有任何一個或兩個均未符合, 則 SAP 可能無法開始處理事件或繼續處理事件, 直到滿足這兩個條件為止, 因此在這之前根據本合約免除其義務。
- Global 24x7 escalation procedures.  
全球性 24x7 全年無休的向上呈報程序。

### Remote Services for Supported End Users under SAP Standard Support

SAP 標準支援下對於受支援之終端使用者的遠端服務:

- SAP Standard Support currently includes a limited selection of remote services. The available services are listed in the Technical Support Guide. A service can consist of one or more service sessions.  
SAP 標準支援目前包括一項有限遠端服務之選擇。可提供之服務如技術支援指南所列。一項服務可能包含一或多次的服務工作階段。
- In order to meet the requested delivery date for a remote service, the remote service must be ordered by Partner at least two months in advance of the desired remote service delivery date. The right to remote services only exists for a specific installation and is not transferable to other installations.  
為了達到遠端服務要求的交付日期，合作夥伴必須於預訂的遠端服務交付日期前至少兩個月即訂購遠端服務。遠端服務權利僅針對特定安裝有效，不可轉讓給其他安裝。

### Other Components, Methodologies, Content and Community Participation

#### 其他元件、方法、內容和社群參與

- Monitoring components and agents for systems to monitor available resources and collect system status information of the Supported Software (e.g. SAP EarlyWatch Alert).  
監控系統元件和代理程式 (例如，SAP EarlyWatch Alert) 可供系統監控可用的資源，並收集支援軟體的系統狀態資訊。
- Administrative integration of distributed systems through SAP Solution Manager for the purposes of SAP EarlyWatch Alert.  
透過 SAP Solution Manager 以進行分散式系統的管理整合，以滿足 SAP EarlyWatch Alert 的目的
- Content and supplementary tools designed to help increase efficiency, which may include implementation methodologies and standard procedures, an Implementation Guide (IMG), Business Configuration (BC) Sets.  
設計用以提高效率的內容和補充工具得包括實作方法和標準程序、實作指南 (IMG)、企業設定 (BC) 集。
- Access to guidelines via SAP Service Marketplace, which may include implementation and operations best practices, processes and content designed to help reduce costs and risks.  
透過 SAP Service Marketplace 存取指導方針，此資料庫可能包括實作和作業最佳實務、程序以及設計用於協助降低成本和風險的內容。
- Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides information about best business practices, service offerings, etc.  
參與 SAP 客戶和合作夥伴社群 (透過 SAP Service Marketplace)，社群可提供最佳商務實務和服務方案等相關資訊。

### B. Services and benefits provided by SAP to Partner under this VAR Delivered Support Model

#### SAP 在本 VAR 交付支援模式下提供予合作夥伴之服務與福利

To support Partner in providing high quality support to their Supported End Users, SAP also provides the following services and benefits to Partner for each Support Sales Order.

為支持合作夥伴能提供高品質的支援予其受支援之終端使用者，SAP 就各該支援銷售訂購單，亦提供下列服務與福利予合作夥伴。

#### Article 1 SAP's support tasks

##### 第 1 條 SAP 之支援任務

SAP or a third party vendor (if the Incident is related to third party software) will fulfill the following support tasks listed below ("Development Support") but only if the Incident is caused by product defects of the Supported Software for which SAP has not already published solutions in the SAP Service Marketplace and only after Partner has fulfilled all of its Partner Support Duties as defined in Section C. (Partners' Duties towards SAP and Supported End Users):

SAP 或第三方供應商 (若事件係與第三方軟體有關) 將履行下列支援任務 (下稱「開發支援」)，但僅限於事件是由於 SAP 尚未在 SAP Service Marketplace 發佈解決方案之支援軟體所引起，並且僅限於合作夥伴業已履行如第 C 節 (合作夥伴對 SAP 和受支援之終端使用者之責任) 所訂之一切合作夥伴支援責任：

- Analyzing in detail all recorded traces and Incidents forwarded by Partner concerning a Supported End User.  
對於合作夥伴所轉寄有關受支援之終端使用者的所有記錄追溯與事件，進行詳細分析。
- Accessing Supported End User systems if necessary:  
如有必要，存取受支援之終端使用者的系統：
  - To analyze the Supported End User's system regarding the Incident.  
分析與事件相關的受支援之終端使用者系統。
  - To assist the Partner in performing the required and applicable Incident Remedy by using workaround recommendations or fixes.  
使用因應措施建議或修復來協助合作夥伴執行必要且適用的事件糾正方法。
  - To change coding, provide fixes and create patches.  
變更程式碼、提供修復並建立補綴。
- Creating or modifying existing SAP Notes regarding:  
就以下方面建立或修改現有的 SAP Notes：
  - The identified cause of the Incident.  
所查出的事件原因。
  - Resolution of the issue with all relevant information and material (e.g. bug fixes, patches, description of workarounds).  
問題之解決方案 (需附上所有相關資訊與資料，例如：修改錯誤、補綴、因應措施說明)。
- Specifying and communicating the expected time when patches, bug fixes or support packages will be provided to remedy specific defects in the Software.  
列出並傳達待提供用來改正軟體內特定瑕疵的補綴、錯誤修改或支援套件預訂之時間。
- Recommending solutions or workarounds for Supported End User's Incident to Partner.  
就受支援之終端使用者所遭遇之事件，向合作夥伴提供建議解決方案或因應措施。

For Incidents with priority other than Priority 1, SAP will provide Development Support to Partner during Local Office Time. Priority 1 Incidents will be handled according to this Section B. Article 2 (Service Level Agreement).

對於其優先順序非屬優先順序 1 之事件，SAP 將於當地營業時間提供開發支援予合作夥伴。優先順序 1 事件的處理將按照本第 B 節 Article 2(服務層級合約) 之規定。

**Article 2 Service Level Agreement**  
**第 2 條 服務層級合約**

**1. Service Level Agreement for SAP Enterprise Support**  
**SAP 企業支援之服務層級合約**

The following Service Level Agreements (“SLA” or “SLAs”) are offered by SAP to Partner solely for each SAP Support Sales Order for SAP Enterprise Support. They apply to all Incidents that SAP accepts as being Priority 1 Incidents and that fulfill the prerequisites specified herein.

下列服務層級合約 (下稱「SLA」或「SLAs」) 僅限就 SAP 企業支援之 SAP 支援銷售訂購單而由 SAP 提供予合作夥伴。其適用於 SAP 接受屬於優先順序 1 事件並且符合下述先決條件的所有事件。

Partner acknowledges that to the extent the Supported Software contains products and/or software components licensed or resold by SAP from a third party, SAP requires the support of such third party to meet the SLAs.

合作夥伴確認在支援軟體中含有 SAP 從第三方獲得授權或轉售之產品及/或服務的限度內，SAP 需要該第三方之支援，來達到 SLAs 之要求。

**a) SLA for Initial Response Time**  
**針對初始回應時間的 SLA**

Priority 1 Incidents (“Very High”). SAP will respond to Incidents that SAP accepts as conforming to the definition of priority “Very High” as further set out in the SAP Note 67739 within one hour of SAP’s receipt (twenty-four hours a day, seven days a week) of such priority “Very High” Incidents via the SAP Support Network. An Incident is assigned priority “Very High” if the problem has very serious consequences for normal business processes or IT processes related to core business processes and urgent, business critical work cannot be performed. For further details see SAP Note 67739 (“Priority 1 Incident”).

優先順序 1 事件 (下稱「非常高」)。對於 SAP 確認符合如 SAP 註記 67739 所述之「非常高」優先順序定義之事件，SAP 將於其經由 SAP 支援網路接到該「非常高」優先順序之事件後，在一個小時 (每周七天、每日二十四小時) 內回應。倘因問題會對與核心營業程序有關的日常營業程序或 IT 程序造成極其嚴重之後果，並致使緊急或營業之重要工作無法被執行，則該事件之優先順序應判定為「非常高」。其詳細內容請參見 SAP 註記 67739 (下稱「優先順序 1 事件」)。

**b) SLA for Corrective Action**  
**針對改正行動的 SLA**

SAP will provide a solution, work around or action plan for resolution (“Corrective Action”) of a Priority 1 Incident within four hours of SAP’s receipt (twenty-four hours a day, seven days a week) of such Priority 1 Incident via the SAP Support Network (“SLA for Corrective Action”). In the event an action plan is submitted to Partner or Supported End User as a Corrective Action, such action plan will include:

SAP 將提供解決優先順序 1 事件之解決方法、因應措施或行動計劃 (下稱「改正行動」)，並在其經由 SAP 支援網路接到優先順序 1 事件後，於四個小時 (每周七天、每日二十四小時) 內提供之 (下稱「針對改正行動的 SLA」)。若有任一行動計劃被當作改正行動提交予合作夥伴或受支援之終端使用者，該行動計劃將包含：

- i. status of the resolution process;  
解決流程的狀態；
- ii. planned next steps, including identifying responsible SAP resources;  
所規劃之後續步驟，包括指明負責之 SAP 資源；
- iii. required actions from Partner or Supported End User to support the resolution process;  
須由合作夥伴或受支援之終端使用者採取之行動，以支持解決流程；
- iv. to the extent possible, planned dates for SAP’s actions; and  
在可能之限度內，SAP 行動預定之日期；及
- v. date and time for next status update from SAP. Subsequent status updates will include a summary of the actions undertaken so far; planned next steps; and date and time for next status update.  
SAP 進行下次狀態更新的日期和時間。後續的狀態更新將包括到目前為止所採取行動之摘要、所規劃之後續步驟，以及下一次狀態更新的日期和時間。

The SLA for Corrective Action only refers to that part of the processing time when the Incident is being processed at SAP (“Processing Time”). Processing Time does not include the time when the Incident is on status “Customer Action” “Solution Provided”, “Sent to SAP Partner” or “Partner Customer Action”, whereas

針對改正行動的 SLA 所指的僅是在 SAP 處理事件時的處理時間部份 (以下稱「處理時間」)。處理時間並不包括當事件處於「客戶動作」、「已提供解決方法」、「交給 SAP 合作夥伴」或「合作夥伴客戶之行動」之狀態的時間，其中：

- i. the status Customer Action means the Incident was handed over to Partner or Supported End User; and  
「客戶動作」狀態係指將事件移交給合作夥伴或受支援之終端使用者；及
- ii. the status Solution Provided means SAP has provided a Corrective Action as outlined herein.  
「已提供解決方法」狀態係指 SAP 已提供如本文件所列之改正行動。

The SLA for Corrective Action will be deemed met if within four hours of processing time: SAP proposes a solution, a workaround or an action plan; or if Partner or Supported End User agrees to reduce the priority level of the Incident.

若在四小時的處理時間內，SAP 提議解決方法、因應措施或行動計劃、或若合作夥伴或受支援之終端使用者同意降低事件的優先順序，則視為已符合針對改正行動的 SLA。

**c) Prerequisites**  
**先決條件**

The SLAs will only apply when the following prerequisites are met for Incidents:

SLAs 僅在事件符合下列先決條件時，方可適用：

- i. in all cases except for root cause analysis for Custom Code (as described under Section A. Article 1 (Scope of SAP Enterprise Support, Mission Critical Support) Incidents are related to releases of Supported Software that are classified by SAP with the shipment status “unrestricted shipment”;  
除為自訂程式碼進行根本原因分析 (如第 A 節 Article 1 條 (SAP 企業支援、任務關鍵支援) 所述) 外，在所有情況下，事件須係與支援軟體的發行版本有關，且其交貨狀態被 SAP 列為「未受限制之交貨」者；
- ii. Incidents are submitted by Partner or Supported End User in English;  
事件係經合作夥伴或受支援之終端使用者以英文提交者；

- iii. Incidents are related to a product release of Supported Software that falls into Mainstream Maintenance or Extended Maintenance (please see Part 1 - Article 11 (Maintenance Phases) for further explanation).  
事件係落在主要維護或延伸維護之範圍 (其詳細說明請參見第 1 部份 - Article 11 (維護階段)) 內，且係與支援軟體的產品發行版本有關者。
- iv. the support tools required by SAP for the analysis of certain types of Incidents and available for VAR Delivered Support (e.g. currently SAP Solution Manager Diagnostics for Java-related Incidents) are implemented by Partner and/or Supported End User. A list of the required support tools to be installed by the Partner and/or Supported End User is published on the SAP Service Marketplace.  
SAP 用於分析某些類型事件以及可用於 VAR 交付支援 (例如：目前針對 Java 相關事件的 SAP Solution Manager Diagnostics) 所需的支援工具，乃是由合作夥伴及/或受支援之終端使用者來執行者。合作夥伴及/或受支援之終端使用者安裝所需之支援工具的清單，係在 SAP Service Marketplace 上發佈者。
- v. the issue and its business impact are described in detail sufficient to allow SAP to assess the issue;  
對於問題及其營業上之影響，已作出充份詳細之描述，足以讓 SAP 評估該問題者。
- vi. Partner makes available for communications with SAP, twenty-four hours a day, seven days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 Incident consistent with Partner's obligations hereunder; and 合作夥伴可隨時 (每周七天、每天二十四小時) 由其經充份培訓且具備充份知識的聯絡人，使用英文與 SAP 進行溝通，以便在解決優先順序 1 事件上，提供與合作夥伴在本文件下所訂義務相符的協助；且
- vii. a contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.  
為開啟系統的遠端連線，已提供指定聯絡人並提供必要登入資料予 SAP。

**d) Exclusions**  
**例外狀況**

The following types of Priority 1 Incidents are excluded from the SLAs:  
下列類型之優先順序 1 事件，並不包含在 SLAs 內：

- i. Incident regarding a release, version and/or functionalities of Supported Software developed specifically for Supported End User (including without limitation those developed by SAP custom development and/or by SAP subsidiaries) except for Custom Code developed with the SAP development workbench;  
關於專為受支援之終端使用者開發的支援軟體發行版本、版本及/或功能的事件 (包括但不限於：SAP 自訂開發部及/或 SAP 子公司開發的發行版本、版本及/或功能)，但使用 SAP 開發工作平台開發之自訂程式碼除外；
- ii. Incidents regarding country versions that are not part of the Supported Software and instead are realized as partner add-ons, enhancements or modifications are expressly excluded even if these country versions were created by SAP or an affiliate of SAP; and 與不屬於支援軟體一部份並被識別為合作夥伴的附加元件、增強功能或修改的國家版本相關的事件，應予明確排除，即使這些國家版本係由 SAP 或關係企業所建立者，亦同；及
- iii. Incidents for which the root cause is not a malfunction, but a missing functionality ("development request") or the Incident is ascribed to a consulting request (as per SAP Note 83020).  
事件背後的根本原因不是故障，而是功能缺失 (「開發請求」) 或事件歸因於諮詢請求 (根據 SAP 註記 83020)。

**2. Service Level Agreement for SAP Standard Support**  
**SAP 標準支援之服務層級合約**

No Service Level Agreement is offered for SAP Standard Support. However SAP will commence processing of Priority 1 Incidents within twenty-four hours, seven days a week after SAP'S receipt of such Priority 1 Incident via the SAP Support Network, provided that the Incident is reported in English and that Partner and Supported End User provide for a suitably skilled, English-speaking contact in order to ensure communication with SAP if SAP assigns the Incident to an overseas SAP Support Organization center.

對於 SAP 標準支援，並不提供服務層級合約。然而，SAP 將在經由 SAP 支援網路收到優先順序 1 事件後，於每周七天、每天二十四小時內，展開對優先順序 1 事件之處理；而其前提是：事件已採用英文進行通報，且倘若 SAP 將事件指派予海外的 SAP 支援機構中心，合作夥伴與受支援之終端使用者已提供技能嫺熟之聯絡人，使用英文與 SAP 進行溝通。

**Article 3 SAP Solution Manager**  
**第 3 條 SAP Solution Manager**

**1. Price and Usage Rights granted by SAP to Partner**  
**SAP 授與合作夥伴之價格與使用權**

SAP provides usage rights for the SAP Solution Manager to Partner as set out below.  
SAP 就 SAP Solution Manager 提供如下所述之使用權予合作夥伴。

- a) SAP will provide the usage rights for the SAP Solution Manager as further set out in this Article 3 (SAP Solution Manager) for use by Partner without additional charge.  
SAP 將就 SAP Solution Manager，提供如本 Article 3 (SAP Solution Manager) 所述之使用權，供合作夥伴使用，而無須收取額外費用。
- b) SAP will not charge Partner for any integration cost arising inside the SAP corporate network for the integration of Partner's SAP Solution Manager with the SAP Support Network either. In addition SAP will not charge Partner for all SAP internal infrastructure and SAP corporate network cost in conjunction with the Incident transfer from Partner to SAP via SAP Solution Manager and vice versa.  
SAP 亦不會向合作夥伴計收針對為了在 SAP 企業網路內，將合作夥伴之 SAP Solution Manager 與 SAP 支援網路進行整合所生之任何整合費用。此外，SAP 也不會向合作夥伴收取與事件從合作夥伴轉移到 SAP (或反之) 相關的所有 SAP 內部基礎架構與 SAP 公司網路費用。
- c) Usage rights under SAP Enterprise Support:  
SAP 企業支援下之使用權：

For Supported End Users whose Supported Software is under SAP Enterprise Support, Partner may use the SAP Solution Manager solely for the following purposes:

對於若干受支援之終端使用者，若其支援軟體係基於 SAP 企業支援者，合作夥伴得將 SAP Solution Manager 專供作為下列用途使用：

- i. delivery of SAP Enterprise Support and support services for the Supported Software, including delivery and installation of software and technology maintenance for Supported Software; and  
為支援軟體交付 SAP 企業支援和支援服務，包括軟體交付和安裝以及支援軟體的技術維護；以及
- ii. application lifecycle management for the Supported Software and for any other software components and IT assets licensed or otherwise obtained by Supported End User from third parties provided such third party software, software components and IT assets are operated in conjunction with the Supported Software and are required to complete Supported End User's business processes as documented in the

solution documentation in SAP Solution Manager (“**Additional Supported Assets**”). Such application lifecycle management is limited solely to the following purposes:

支援軟體以及受支援之終端使用者從第三方獲得授權或另行取得的任何其他軟體元件及 IT 資產的應用程式生命週期管理，前提是此第三方軟體、軟體元件及 IT 資產與支援軟體共同運作，並需要完成受支援之終端使用者如 SAP Solution Manager 中解決方案文件所記錄的終端使用者之營業程序（「**支援的額外資產**」）。此應用程式生命週期管理僅限於以下目的：

- implementation, configuration, testing, operations, continuous improvement and diagnostics;  
實作、組態、測試、操作、持續改善和診斷；
- Incident management (service desk), problem management and change request management as enabled using SAP CRM technology integrated in SAP Solution Manager; and  
利用整合到 SAP Solution Manager 中的 SAP 客戶關係管理技術，促進事件管理（服務台）、問題管理和變更要求管理；及
- administration, monitoring, reporting and business intelligence as enabled using SAP NetWeaver technology integrated in SAP Solution Manager. Business intelligence may also be performed provided the appropriate SAP BI software is licensed by Partner.  
利用整合至 SAP Solution Manager 的 SAP NetWeaver 技術，促進管理、監控、回報和商務智慧。若合作夥伴亦獲得適當 SAP BI 軟體之授權，則亦可能實現商務智慧。

For application lifecycle management as outlined in this Article 3 (SAP Solution Manager) no. 1c) ii. above, SAP grants Partner all required package and named user licenses to Use the SAP Solution Manager.

針對如 Article 3 (SAP Solution Manager) 第 1c) ii 款於以上所列之應用程式生命週期管理，SAP 將使用 SAP Solution Manager 所需之一切套件與具名使用者授權，授與合作夥伴。

d) Usage rights under SAP Standard Support:

SAP 標準支援下之使用權：

For Supported End Users whose Supported Software is under SAP Standard Support, Partner may use the SAP Solution Manager solely for the following purposes:

對於若干受支援之終端使用者，如其支援軟體係基於 SAP 標準支援者，合作夥伴得將 SAP Solution Manager 專供作為下列用途使用：

- i. delivery of SAP Standard Support and support services for the Supported Software, including delivery and installation, upgrade and maintenance for Supported Software;  
為支援軟體交付 SAP 標準支援和支援服務，包括支援軟體的交付和安裝、升級以及技術維護；
- ii. re-active support upon request from Supported End User, including without limitation application of break fixes (e.g. patches, notes, etc.) and root cause analysis for the Supported Software; and  
在受支援之終端使用者的請求下重新啟用支援，包括但不限於套用中斷修復（例如補綴、註記等）和就支援軟體進行根本原因分析；及
- iii. management of Supported Software using only those scenarios that are part of the functional baseline as defined on the SAP Service Marketplace <http://support.sap.com/solutionmanager>.  
僅使用在 SAP Service Marketplace (<http://support.sap.com/solutionmanager>) 定義之功能基準中的方案管理支援軟體。

In cases where the Partner has purchased SAP Standard Support for a Supported End User, SAP Solution Manager must explicitly not be used for 3rd party applications not licensed directly via SAP or indirectly from SAP via Partner or any other components or IT assets operated in conjunction with the Supported Software.

倘合作夥伴業已為某一受支援之終端使用者購買 SAP 標準支援，必須明確說明的是，不得將 SAP Solution Manager 用於未直接透過 SAP 授權的第三方應用程式、或用於未間接經由合作夥伴而從 SAP 取得授權的第三方應用程式，又或者，用於與支援軟體共同運作的任何其他元件或 IT 資產。

- e) SAP Solution Manager may not be used for purposes other than those stated above. Without limiting the foregoing restriction, Partner must not use SAP Solution Manager for (i) CRM scenarios such as service plans, contracts, service confirmation management, except as CRM scenarios are expressly stated in this Article 3 (SAP Solution Manager) no. 1c) ii.; (ii) SAP NetWeaver usage types other than those stated above or (iii) application life-cycle management and in particular Incident management (service desk) except for Supported End User's Supported Software and, if Supported End User's Supported Software is under SAP Enterprise Support, Additional Supported Assets and (iv) non-IT shared services capabilities, including without limitation HR, Finance or Procurement.

不得針對未於以上列入的目的，使用 SAP Solution Manager。除上述限制之外，合作夥伴也不應針對下列目的使用 SAP Solution Manager：(i) CRM 方案，例如服務計劃、契約和服務確認管理，但在本 Article 3 (SAP Solution Manager) 第 1c) ii 款中明文詳述的 CRM 方案，不在此限；(ii) 上述之外的 SAP NetWeaver 使用類型；或 (iii) 應用程式生命週期管理，特別針對事件管理（服務台）（但不包括受支援之終端使用者的支援軟體，以及，倘若受支援之終端使用者的支援軟體，乃是基於 SAP 企業支援的，其支援的額外資產）；以及 (iv) 非 IT 共用服務功能，包含但不限於人事管理、財務或採購。

- f) SAP – in its sole discretion – may update from time to time on the SAP Service Marketplace under <http://support.sap.com/solutionmanager> the use cases for SAP Solution Manager under this Article 3.

SAP 得自行決定隨時更新 <http://support.sap.com/solutionmanager> 之 SAP Service Marketplace 上所述，有關本 Article 3 下之 SAP Solution Manager 的使用情形。

- g) SAP Solution Manager shall only be used during the term of this VAR Delivered Support Model and exclusively for Partner's SAP-related support purposes in support of Supported End Users' internal business operations. The right to use any SAP Solution Manager capabilities under SAP Enterprise Support other than those listed under this Article 3 no. 1c) (Usage rights under SAP Enterprise Support) above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager. The right to use any SAP Solution Manager capabilities under SAP Standard Support other than those listed under this Article 3 no. 1d) (Usage rights under SAP Standard Support) above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager.

SAP Solution Manager 僅可在本 VAR 交付支援模式之期間內使用，且專供合作夥伴提供 SAP 相關支援的目的，來支援受支援之終端使用者的內部營業運作。即使可透過 SAP Solution Manager 存取本 Article 3 第 1c) 款（SAP 企業支援下之使用權）所未加以列出之功能，或者即使此類功能與 SAP Solution Manager 相關，在 SAP 企業支援下使用任何未於上述列出之 SAP Solution Manager 功能之權利，仍應受其他與 SAP 簽訂之書面合約規範。即使可透過 SAP Solution Manager 存取本 Article 3 第 1d) 款（SAP 標準支援下之使用權）所未加以列出之功能，或者即使此類功能與 SAP Solution Manager 相關，在 SAP 標準支援下使用任何未於上述列出之 SAP Solution Manager 功能之權利，仍應受其他與 SAP 簽訂之書面合約規範。

- h) In the event, Partner selects SAP Standard Support for a Supported End User instead of SAP Enterprise Support in accordance with Part 1 - Article 9 (Change of Support Offering) no. 1, the usage rights for SAP Enterprise Support for the SAP Solution Manager with regard to such Supported End User's Supported Software as set out in Article 3 no. 1c) (Usage rights under SAP Enterprise Support) cease and the usage rights

for SAP Standard Support for the SAP Solution Manager as set out in Article 3 no. 1d) (Usage rights under SAP Standard Support) will apply from the first day of the new Initial Term for SAP Standard Support. In the event, Partner selects SAP Enterprise Support for a Supported End User instead of SAP Standard Support in accordance with Part 1 - Article 9 (Change of Support Offering) no. 2, the usage rights for SAP Standard Support for the SAP Solution Manager with regard to such Supported End User's Supported Software as set out in Article 3 no. 1d) (Usage rights under SAP Standard Support) cease and the usage rights for SAP Enterprise Support for the SAP Solution Manager as set out in Article 3 no. 1c) (Usage rights under SAP Enterprise Support) will apply from the first day of the new Initial Term for SAP Enterprise Support.

倘若合作夥伴依據第 1 部分 - Article 9 (支援服務之變更) 第 1 款的規定，為某一受支援之終端使用者，選用 SAP 標準支援，而非 SAP 企業支援，有關該受支援之終端使用者的支援軟體，其 SAP Solution Manager 之 SAP 企業支援的使用權 (如 Article 3 第 1c) 款 (SAP 企業支援下之使用權) 所述) 應予停止，且其 SAP Solution Manager 之 SAP 標準支援的使用權 (如 Article 3 第 1d) 款 (SAP 標準支援下之使用權) 所述) 將自 SAP 標準支援新的第一期之首日開始適用。倘若合作夥伴依據第 1 部分 - Article 9 (支援方案變更) 第 2 款的規定，為某一受支援之終端使用者，選用 SAP 企業支援，而非 SAP 標準支援，有關該受支援之終端使用者的支援軟體，其 SAP Solution Manager 之 SAP 標準支援的使用權 (如 Article 3 第 1d) 款 (SAP 標準支援下之使用權) 所述) 應予停止，且其 SAP Solution Manager 之 SAP 企業支援的使用權 (如 Article 3 第 1c) 款 (SAP 企業支援下之使用權) 所述) 將自 SAP 企業支援新的第一期之首日開始適用。

- i) Use of SAP Solution Manager may not be offered by Partner as a service to third parties even if such third parties have licensed Software and have licensed named users, other than Partner's Supported End Users.  
即使第三方擁有經授權的軟體和授權的具名使用者，倘若該第三方並非合作夥伴的受支援之終端使用者，合作夥伴便不得將 SAP Solution Manager 之使用作為一項服務向第三方提供。

- j) The terms of this Article 3 (SAP Solution Manager) shall also apply to any successor of SAP Solution Manager.

本 Article 3 (SAP Solution Manager) 中的規定，還應適用於 SAP Solution Manager 的任何後續版本。

## 2. Price and Usage Rights Partner may grant to Supported End User

### 合作夥伴得對受支援之終端使用者授與之價格與使用權

- a) If Supported End User wants to operate his own SAP Solution Manager, Partner is entitled to grant Supported End User all usage rights as outlined under this Article 3 no. 1 above provided, however, that:

倘若受支援之終端使用者欲操作其自有之 SAP Solution Manager，合作夥伴有權將如本 Article 3 第 1 款以上所述之一切使用權，授與受支援之終端使用者，但前提是：

- i. Partner grants Supported End User the rights under this Article 3 no.1c) (Usage rights under SAP Enterprise Support) only, if and for as long as Supported End User's Supported Software is under SAP Enterprise Support and that Partner grants Supported End User the user rights under this Article 3 no. 1d) (Usage rights under SAP Standard Support) only, if and for as long as Supported End User's Supported Software is under SAP Standard Support;

倘若以及只要受支援之終端使用者的支援軟體乃是基於 SAP 企業支援，合作夥伴僅將本 Article 3 第 1c) 款 (SAP 企業支援下之使用權) 下之權利，授與受支援之終端使用者；而倘若以及只要受支援之終端使用者的支援軟體乃是基於 SAP 標準支援，合作夥伴僅將本 Article 3 第 1d) 款 (SAP 標準支援下之使用權) 下之權利，授與受支援之終端使用者；

- ii. Partner includes the same use restrictions as set out in Article 3 no. 1 (Price and Usage Rights granted by SAP to Partner) in its license agreements with its Supported End Users; and

合作夥伴在其與受支援之終端使用者間的授權合約中，列出 Article 3 第 1 款 (SAP 授與合作夥伴之價格與使用權) 所述之相同使用限制；及

- iii. Supported End User accepts such usage rights and restrictions before ordering or downloading the SAP Solution Manager.

受支援之終端使用者在訂購或下載 SAP Solution Manager 前，接受該等使用權與限制。

- b) In addition, Partner must ensure that:

此外，合作夥伴必須確保：

- i. Supported End User does not transfer the usage rights for the SAP Solution Manager to any third party;

受支援之終端使用者並未將 SAP Solution Manager 之使用權，轉讓予任何第三方；

- ii. the SAP Solution Manager is only used by named users licensed by the Supported End User subject to the licensed rights for the Supported Software and exclusively for Supported End User's SAP related support purposes in support of Supported End User's internal business operations; and

SAP Solution Manager 僅供自受支援之終端使用者取得授權之具名使用者，根據就支援軟體所授與之權利來使用，且專供提供受支援之終端使用者的 SAP 相關支援之目的，來支援受支援之終端使用者的內部營業運作；及

- iii. usage rights by Supported End User terminate upon the earlier of:

受支援之終端使用者的使用權應於以下事項中的較早發生之時終止：

- a) termination of the VAR Delivered Support Model between SAP and Partner; or

SAP 與合作夥伴間之 VAR 交付支援模式終止之時；或

- b) termination of the last SAP Support Sales Order between Partner and SAP concerning the Supported End User.

合作夥伴與 SAP 間關於受支援之終端使用者的最後一筆 SAP 支援銷售訂購單終止之時。

- c) SAP recommends that Partner does not charge Supported End User a fee for the use of Supported End User's SAP Solution Manager.

SAP 建議合作夥伴不要向受支援之終端使用者就其使用 SAP Solution Manager 收費。

## 3. Ordering and Operating SAP Solution Manager

### 訂購與操作 SAP Solution Manager

- a) SAP Note 925690 contains important information about obtaining SAP Solution Manager. Further information, for example about operating SAP Solution Manager is available in SAP Service Marketplace at <http://www.support.sap.com/solutionmanager>.

SAP 註記 925690 包含有關取得 SAP Solution Manager 的重要資訊。有關操作 SAP Solution Manager 的更多資訊，請參閱 SAP Service Marketplace (<http://www.support.sap.com/solutionmanager>)。

- b) A direct connection from Partner to SAP using the SAP Support Network and remote access for SAP to the Supported End User system are prerequisites for implementation. Partner undertakes to procure for SAP the necessary consent to access Supported End User systems.

使用 SAP 支援網路建立的從合作夥伴至 SAP 的直接連線以及 SAP 對於受支援之終端使用者系統的遠端存取權限是實作的先決條件。合作夥伴應負責為 SAP 取得存取受支援之終端使用者的系統之必要核可。

- c) Operation and maintenance of Partner's SAP Solution Manager and the technical integration with the SAP Support Network are Partner's responsibility.

合作夥伴的 SAP Solution Manager 的操作與維護及與 SAP 支援網路的技術整合都是合作夥伴的責任。



#### **Article 4 Partner Integration with the SAP Support Network and Use of SAP Support Network** **第 4 條 合作夥伴與 SAP 支援網路的整合及 SAP 支援網路的使用**

1. SAP Solution Manager is mandatory for Partners providing support for some Product Families, and highly recommended for other Product Families. For details, please see the Technical Support Guide. Where SAP Solution Manager is mandatory, the obligations set out below must be fulfilled through SAP Solution Manager otherwise through other systems approved by SAP (approval granted during PCOE certification process).

對於向 SAP 系列產品提供支援的合作夥伴來說，必須強制使用 SAP Solution Manager，而對於其他 SAP 系列產品來說，則是強烈建議使用 SAP Solution Manager。如需詳情，請參閱技術支援指南。在強制使用 SAP Solution Manager 時，必須透過 SAP Solution Manager 來履行以下所載之義務，否則須透過 SAP 核准 (在 PCOE 認證過程中給予核准) 的其他系統來履行。

2. If SAP Solution Manager is mandatory but subject to the use rights granted in Section B, Article 3 (SAP Solution Manager):

倘若使用 SAP Solution Manager 乃是強制的，但須受到第 B 節 Article 3 (SAP Solution Manager) 所授與的使用權之規範：

- a) Partner will implement and operate SAP Solution Manager and use it for providing support services under this VAR Delivered Support Model.  
合作夥伴將執行並操作 SAP Solution Manager，並將其用於提供本 VAR 交付支援模式下之支援服務。
- b) Partner will use SAP Solution Manager to receive Incidents from Supported End Users and to provide Supported End Users with Incident Remedy.  
合作夥伴將使用 SAP Solution Manager 來接收來自受支援之終端使用者之事件，並提供事件糾正方法予受支援之終端使用者。
- c) Partner will exchange Incidents with SAP exclusively by way of SAP Solution Manager.  
合作夥伴將僅藉由 SAP Solution Manager 與 SAP 交換事件。

3. Partner can link SAP Solution Manager to its own support/call-tracking system by using the open interface provided by SAP. The use of the interface is free of charge for Partner. Partner will however bear the implementation costs.

合作夥伴可以透過使用 SAP 提供的開放介面將 SAP Solution Manager 連結到其自身的支援/來電追蹤系統。此介面的使用對於合作夥伴來說是免費的。惟合作夥伴需要負擔實作成本。

4. SAP is not responsible for the correct technical transmission and the corresponding transmission timeframes of the Incidents outside the SAP systems or for any infrastructure not owned by SAP.

對於 SAP 系統外事件之正確技術傳輸和相應傳輸期限或非屬 SAP 擁有的基礎架構，SAP 概不負責。

5. Partner will notify SAP in writing when Partner goes live with the SAP Solution Manager.

合作夥伴在將 SAP Solution Manager 上線後，以書面形式通知 SAP。

6. Partner is solely responsible for training of Supported End Users and its employees on use of the support infrastructure.

合作夥伴單獨負責對受支援之終端使用者及其員工提供支援基礎架構的使用培訓。

7. In addition to Partner's installation and operation of SAP Solution Manager within the SAP Support Network, Partner is advised to encourage Supported End Users to install and operate SAP Solution Manager and other support related IT components if available to exploit further Supported End User-specific functionalities as described on the SAP Service Marketplace under <http://support.sap.com/solutionmanager>.

除了合作夥伴於 SAP 支援網路內安裝與操作 SAP Solution Manager 外，還建議合作夥伴鼓勵受支援之終端使用者安裝與操作 SAP Solution Manager 和與支援相關的其他 IT 元件 (若可用)，以利用 SAP Service Marketplace (<http://support.sap.com/solutionmanager>) 上所述的更多受支援之終端使用者特定功能。

8. In case a Supported End User installs the SAP Solution Manager, Partner will use this SAP Solution Manager to remotely access the Supported Software within Supported End Users' environment for Incident Remedy subject to prior consent from Supported End Users. Supported End User's and Partner's usage of the SAP Solution Manager must not exceed the rights granted under this VAR Delivered Support Model, in particular in Section B, Article 3 (SAP Solution Manager).

若受支援之終端使用者安裝 SAP Solution Manager，合作夥伴將使用該 SAP Solution Manager，遠端存取在受支援之終端使用者之環境內之支援軟體，來執行事件糾正方法，但須取得受支援之終端使用者之事前同意。受支援之終端使用者與合作夥伴使用 SAP Solution Manager 時，不得逾越本 VAR 交付支援模式下所授與之權利，特別是第 B 節 Article 3 (SAP Solution Manager) 所述之規定。

#### **Article 5 Partner Support Advisory Center** **第 5 條 夥伴支援顧問中心**

For Priority 1 Incidents and Top-Issues directly related to the Supported Software under SAP Enterprise Support, SAP will make available a global support unit within SAP's support organization for Partner for mission critical support related requests (the "Partner Support Advisory Center").

針對與 SAP 企業支援下支援軟體直接相關的優先順序 1 事件和首要問題，SAP 應就任務關鍵支援的相關要求，在 SAP 支援機構中設置全球性支援單位 (下稱「合作夥伴支援顧問中心」)。

The Partner Support Advisory Center's function is different from that of the Partner Services Advisor. The Partner Service Advisor is a program benefit of the SAP PartnerEdge program and focuses mainly on enablement and operational support around the SAP PartnerEdge program (see the SAP PartnerEdge VAR Program Guide).

合作夥伴支援顧問中心之功能，與合作夥伴服務顧問並不相同。合作夥伴服務顧問是 SAP PartnerEdge 計劃下的一項計劃福利，主要專注於 SAP PartnerEdge 計劃的啟動和營運支援 (請參閱 SAP PartnerEdge VAR 計劃指南)。

The Partner Support Advisory Center will perform the following mission critical support tasks:

合作夥伴支援顧問中心將執行下列任務關鍵支援工作：

- i. remote support for Top-Issues - the Partner Support Advisory Center will act as an escalation level, enabling 7x24 root cause analysis for problem identification, to be contacted by Partner in case of Top-Issues endangering the business of the relevant Supported End Users.  
對於首要問題之遠端支援 - 合作夥伴支援顧問中心將扮演逐步上呈層級，進行全年無休的根本原因分析以識別問題，並在出現危及相關的受支援之終端使用者業務的首要問題時，負責接受合作夥伴之聯絡。
- ii. if required after Top-Issue notification, and after SAP's analysis of the situation, Technical Quality Check service delivery planning in collaboration with Partner for the relevant Supported End Users, including scheduling and delivery coordination,  
若在首要問題通知後有需要，且經過 SAP 分析情況後，與合作夥伴為受支援之終端使用者協力提供技術品質檢查服務，包括排程與交付上之協調。
- iii. providing guidance in cases in which an action plan and/or written recommendations of SAP as a result of the SAP EarlyWatch Alert and/or Technical Quality Checks (as defined below) show a critical status of the Supported Software under SAP Enterprise Support.  
在 SAP EarlyWatch Alert 及/或技術品質檢查 (定義如下) 產生的行動計劃及/或書面建議，顯示出基於 SAP 企業支援之支援軟體有嚴重狀態時，給予指導。

The designated Partner Support Advisory Center will be English speaking and available for the Contact Person (as defined below) or its authorized representative twenty-four hours a day, seven days a week for Top-Issue related requests. The available local or global dial-in numbers are shown in

#### SAP Note 1162164.

指定的合作夥伴支援顧問中心將全年無休 (每周七天、每天二十四小時)、使用英文, 與聯絡人 (如下定義) 或其授權代表就首要問題的相關要求提供支援。如需可用的當地或全球電話號碼, 請參閱 SAP 註記 1162164。

The Partner Support Advisory Center is only responsible for the above mentioned mission critical support related tasks to the extent these tasks are directly related to vital SAP EarlyWatch Alert or Top-Issues regarding Supported Software under SAP Enterprise Support.

針對基於 SAP 企業支援之支援軟體而言, 合作夥伴支援顧問中心僅在與該等支援軟體之 SAP EarlyWatch Alert 重要警示或首要問題直接有關的限度內, 負責進行與前述任務關鍵支援相關的工作。

In order for the Partner Support Advisory Center to be able to perform its mission critical support tasks, Partner must:

為使合作夥伴支援顧問中心得以執行其任務關鍵支援之工作, 合作夥伴應:

- designate for interaction with the Partner Support Advisory Center a qualified English-speaking contact person with access to Supported End User details ("**Contact Person**"), such as – but not limited to – the engagement set-up structure, service and action planning data, service reporting, current Top-Issue data.  
為合作夥伴支援顧問中心指定一名合格、說英語之聯絡人, 且其須可存取受支援之終端使用者的詳細資訊 (下稱「**聯絡人**」), 例如 (但不限於): 委任設定結構、服務和行動計劃資料、服務報告以及現行首要問題資料。
- provide contact details (in particular a name, e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time for Top-Issues and Priority 1 Incidents. The Contact Person must be Partner's authorized representative empowered to make the necessary decisions for the Partner or bring about such decisions without undue delay.  
提供聯絡人詳細資訊 (尤其是姓名、電子郵件地址和電話號碼), 以便利用此等聯絡方式隨時就首要問題及優先順序 1 事件與前述聯絡人或此聯絡人的授權代表聯絡。聯絡人必須具備合作夥伴之授權代表身分, 有權力代表合作夥伴做出必要決策, 或避免不必要之延誤以實現此類決策。
- as preparation for the SAP Enterprise Support engagement of Partner and Supported End User, especially for any SAP Technical Quality Check delivery through SAP Solution Manager perform one mandatory remote setup service per Supported End User ("**Initial Assessment**") for the Supported Software under SAP Enterprise Support. The Initial Assessment will be based on SAP standards and documentation. The data collected during the setup service session must be validated once every year by Partner.  
作為合作夥伴與受支援之終端使用者間的 SAP 企業支援委任案的準備工作, 尤其針對隨 SAP Solution Manager 交付的任何 SAP 技術品質檢查, 為受支援之終端使用者的 SAP 企業支援下之支援軟體, 強制執行遠端設定服務 (下稱「**初步評估**」)。初步評估應以 SAP 標準和文件為基礎。合作夥伴應每年驗證一次設定服務工作階段期間收集的資料。
- enter jointly with relevant Supported End Users into a continuous service and action planning process for the Supported Software under SAP Enterprise Support. This process should focus on the identification of special events (i.e. project planning, implementation, Go-Live, ongoing operations etc.) during the lifecycle of SAP Enterprise Support, with the goal to mitigate potential risk for such Supported End Users.  
為受支援之終端使用者基於 SAP 企業支援的支援軟體, 與相關受支援之終端使用者, 共同著手進行持續服務與行動計劃流程。此流程應專注於在 SAP 企業支援的生命週期內所發生之特別事件的識別 (例如: 專案計劃、實施、上線、日常營運等), 並以為受支援之終端使用者降低潛在風險為目標。
- provide regular service reporting for the Supported Software under SAP Enterprise Support, including but not limited to information on Top-Issues, current projects, implementation, operations, change analysis, Incident management and support service delivery information.  
為 SAP 企業支援下的支援軟體, 提供定期的服務報告, 包括但不限於: 有關首要問題、目前專案、實施、操作、變更分析、事件管理與支援服務交付資訊。
- inform SAP in a timely manner on Top-Issues or critical state of the Supported Software under SAP Enterprise Support by use of SAP Solution Manager or the SAP Support Network.  
藉由使用 SAP Solution Manager 或 SAP 支援網路, 及時知會 SAP 有關 SAP 企業支援下的支援軟體所發生之首要問題或嚴重狀態。

The results of the setup service, service and action planning and service reporting must be made available by Partner to the Partner Support Advisory Center for use in Top-Issue situations, if requested.

合作夥伴應將設定服務、服務和行動計劃以及服務報告的結果, 提供給合作夥伴支援顧問中心, 以用於首要問題情形 (若經請求)。

#### Article 6 Additional VAR Delivered Support services for Partner

##### 第 6 條 對於合作夥伴之額外 VAR 交付支援服務

1. SAP provides Partner with up to five days remote support services per calendar year from SAP solution architects:

SAP 每日曆年由其解決方案架構師, 向合作夥伴提供最多五天的遠端支援服務:

- to assist Partner in evaluating the innovation capabilities of the latest SAP enhancement package and how it may be deployed for Supported End User's business process requirements.  
協助合作夥伴評估最新 SAP 加強套件的創新功能, 以及如何根據受支援之終端使用者的營業程序需求進行部署。
- to give Partner guidance in form of knowledge transfer sessions, weighted one day, for defined SAP software/applications or Global Support Backbone components. Currently, content and session schedules are stated at <http://support.sap.com/esacademy>. Scheduling, availability and delivery methodology is at SAP's discretion.  
以知識傳授課程 (一天) 的方式給予合作夥伴指導, 以了解定義的 SAP 軟體/應用程式或「全球支援基礎架構」元件。目前已在以下網址列出課程內容和時間表: <http://support.sap.com/esacademy>。SAP 保留排程、可用性和授課方式的決定權。

See Technical Support Guide for more details.

詳情請參閱技術支援指南。

2. SAP offers special remote checks delivered by SAP solution experts to analyze planned or existing modifications and identify possible conflicts between Custom Code in the Partner Templates and enhancement packages and other Supported Software updates. Each check is conducted for one specific modification in one of the core business process steps. Please note that some of these services may not be available for a selection of Supported Software products.

SAP 會執行 SAP 解決方案專家所研發的特殊遠端檢查, 來分析計劃於未來進行的修改或現有修改, 並找出合作夥伴範本內自訂程式碼和增強套件及其他支援軟體更新之間的可能衝突。每項檢查都會針對單項核心業務流程步驟中的單一特定修改加以執行。請注意, 這些服務中有一些可能無法提供給部分支援軟體產品。

- Modification Justification ("**MJC**"): Based on Partner's provision of SAP required documentation regarding the scope and design of a planned or existing custom modification in SAP Solution Manager, SAP identifies standard functionality of Supported Software that may fulfill Partner's requirements.

使修改合理化 (下稱「MJC」): 依據合作夥伴提供 SAP 所需之文件, 其中記錄計劃中或現有對 SAP Solution Manager 進行自訂修改的範圍和設計, SAP 會找出可能滿足合作夥伴需求之支援軟體的標準功能。

- Custom Code Maintainability (“CCMC”): Based on Partner’s provision of SAP required documentation regarding the scope and design of a planned or existing custom modification in SAP Solution Manager, SAP identifies which user exits and services may be available to separate Custom Code from SAP code.

自訂程式碼的可維護性 (下稱「CCMC」): 依據合作夥伴提供 SAP 所需之文件, 其中記錄計劃中或現有對 SAP Solution Manager 進行自訂修改的範圍和設計, SAP 會找出可提供哪些使用者出口和服務來區別自訂程式碼與 SAP 程式碼。

3. Partner may request up to two remote service deliveries from the categories listed in this Article 6 no. 2 per calendar year per qualified Partner Template. Prerequisites for the service delivery are that: a) Partner Template qualification has taken place latest twenty-four months before the service is requested (for details on SAP Business All-In-One solution qualification guidelines, contact your Partner Service Advisor), b) Partner has completed solution documentation for Partner custom development(s) inside the SAP Solution Manager in accordance with SAP standards and c) Partner has deployed SAP Solution Manager as set forth in Section B. Article 3 (SAP Solution Manager) and Article 4 (Partner Integration with the SAP Support Network and Use of the SAP Support Network).

合作夥伴可於每個日曆年, 依照合格的合作夥伴範本, 從本 Article 6 第 2 款所列之類別中, 請求交付最多兩次的遠端服務。服務交付的先決條件是: a) 合作夥伴範本資格認定最遲於請求服務前二十四個月內進行 (有關 SAP Business All-In-One 解決方案資格認定指導方針的詳情, 請與您的合作夥伴服務顧問聯繫); b) 合作夥伴已根據 SAP 標準於 SAP Solution Manager 內完成合作夥伴自訂開發的解決方案文件; 以及 c) 合作夥伴已依第 B 節 Article 3 (SAP Solution Manager) 和 Article 4 (合作夥伴與 SAP 支援網路的整合及 SAP 支援網路的使用) 之規定, 完成 SAP Solution Manager 之部署。

4. Alternatively Partner may request up to two of the following services per Partner system per calendar year, instead of MJC or CCMC: 或者, 合作夥伴於每個日曆年, 可為每個合作夥伴系統, 請求最多兩種下列服務, 而非 MJC 或 CCMC:

- Technical quality check (TQC) for implementation  
用於實作的技術品質檢查 (TQC)
- SAP EarlyWatch Check  
SAP EarlyWatch Check

Partner may use their own service allowance to request services from the categories above to be performed on the production systems of Supported End Users with SAP Enterprise Support. This is limited to a total of two services per calendar year.

合作夥伴得使用自己的勞務津貼請求取得以上類別的服務, 依 SAP 企業支援在受支援之終端使用者的生產系統上執行。這限於每個日曆年總共提供兩項服務。

### C. Partner’s duties towards SAP and Supported End User 合作夥伴對 SAP 和受支援之終端使用者之責任

Besides Partner’s duties mentioned under Section A. Article 1 (Scope of SAP Enterprise Support) Mission Critical Support and Technical Quality Checks, the Partner has the following duties:

除了如第 A 節 Article 1 條 (SAP 企業支援之範圍) 所述之合作夥伴責任、任務關鍵支援和技術品質檢查外, 合作夥伴尚有下列責任:

#### Article 1 Technical Requirements 第 1 條 技術要求

##### 1. Technical Requirements for Partner 針對合作夥伴的技術要求

Partner’s hardware and software must at least meet the list of requirements published on SAP Service Marketplace.  
硬體和軟體必須至少滿足 SAP Service Marketplace 上發佈的要求清單。

In particular, the following requirements are mandatory:

特別是, 須強制符合以下要求:

- Software  
軟體
  - Partner must operate test systems to simulate and analyze problems for all Supported Software solutions supported under this VAR Delivered Support Model  
合作夥伴必須執行測試系統, 以就本 VAR 交付支援模式下支援的一切支援軟體, 進行其解決方案的模擬和分析。
  - Remote connection software as required by SAP (SAP Note 35010)  
SAP 要求的遠端連線軟體 (SAP 註記 35010)
- Telecommunications infrastructure  
電信基礎架構
  - Fast internet connection (minimum ADSL, greater bandwidth recommended)  
快速網際網路連線 (最低 ADSL, 建議採取更大的頻寬)
  - Hotline number  
熱線電話號碼
- Support infrastructure  
支援基礎架構
  - Partner agrees to use procedures, methods, and tools provided by SAP in connection with VAR Delivered Support for proactively detecting and correcting typical problems in the Supported Software.  
合作夥伴同意使用 SAP 所提供與 VAR 交付支援有關的程序、方法和工具, 以主動偵測和改正支援軟體中典型的問題。
  - Partner acknowledges that SAP EarlyWatch Alert is mandatory for Partner providing support for some Product Families and highly recommended for other Product Families (see Technical Support Guide for details). In cases where SAP Solution Manager is mandatory, Partner is required to activate SAP EarlyWatch Alert for the Production Systems and transfer into own SAP Solution Manager. In these cases, SAP EarlyWatch Alert should be used weekly on Production System and must be checked by Partner not less frequently than four times per year. In case of vital SAP EarlyWatch Alerts for SAP Enterprise Support Partner must interact with SAP Support Organization as defined by SAP in the description published on the SAP Service Marketplace.  
合作夥伴確認, 對於向某些系列產品提供支援的合作夥伴來說, 必須強制使用 SAP EarlyWatch Alert, 而對於其他系列產品來說, 則是強烈建

議使用 (詳情請參閱技術支援指南)。在強制採用 SAP Solution Manager 時, 合作夥伴須啟用生產系統的 SAP EarlyWatch Alert 並轉換至其自有之 SAP Solution Manager。在這些情況下, SAP EarlyWatch Alert 應每週在生產系統中使用, 並接受合作夥伴檢查, 頻率為每年至少四次。如對於 SAP 企業支援, 出現 SAP EarlyWatch Alerts 之嚴重警示, 合作夥伴應根據 SAP 在其 Service Marketplace 上發佈的規定, 與 SAP 支援機構互動。

- To leverage SAP Support Network, Partner must ensure that the communications connections between Partner and SAP as well as between Supported End Users and SAP, which are necessary for remote support to be provided efficiently, are operable at all times and allow satisfactory response times. This also covers the required communications connections to any third parties involved. Partner must bear the connection costs resulting from remote support. SAP recommends that Partner uses the technologies for remote support specified on SAP Service Marketplace.  
為運用 SAP 支援網路, 合作夥伴必須確保在合作夥伴與 SAP 間、以及受支援之終端使用者與 SAP 間, 具備所需的通訊連線, 俾能高效提供遠端支援, 且在所有時候皆可使用並提供令人滿意的回應時間。這還涵蓋了與相關的任何第三方的必要通訊連線。合作夥伴必須承擔遠端支援產生的連線成本。SAP 建議合作夥伴使用 SAP Service Marketplace 上指定的遠端支援技術。
- SAP Solution Manager is mandatory for Partners providing support for some Product Families, and highly recommended for other Product Families (for details, please see the Technical Support Guide). Where SAP Solution Manager is mandatory, the obligations set out below must be fulfilled through SAP Solution Manager, otherwise through other systems approved by SAP (approval granted during PCOE certification process).  
對於向某些系列產品提供支援的合作夥伴來說, 必須強制使用 SAP Solution Manager, 而對於其他系列產品來說, 則是強烈建議使用 SAP Solution Manager (詳情請參閱技術支援指南)。在強制使用 SAP Solution Manager 時, 必須透過 SAP Solution Manager 來履行以下所載之義務, 否則須透過 SAP 核准 (在 PCOE 認證過程中給予核准) 的其他系統來履行。
- In the event that Partner fails to use SAP Solution Manager when it is mandatory, SAP will no longer be obligated to comply with the Service Level Agreements or to deliver Technical Quality Checks. Partner will operate SAP Solution Manager in accordance with Section B, Article 3 (SAP Solution Manager).  
若合作夥伴未能使用強制要求的 SAP Solution Manager, SAP 將不再有義務遵守服務層級合約或提供技術品質檢查。合作夥伴將依據第 B 節 Article 3 (SAP Solution Manager) 所述之規定, 操作 SAP Solution Manager。
- In cases where SAP Solution Manager is mandatory, Partner must have installed, configured and be using productively, an SAP Solution Manager system, with the latest patch levels for Basis and the latest or up to two preceding SAP Solution Manager support packages. The same applies to content updates (ST-ICO & ST SER).  
在強制採用 SAP Solution Manager 時, 合作夥伴必須已安裝、設定並於正式作業中使用 SAP Solution Manager 系統 (含 Basis 的最新補綴程式), 以及最新或最多兩個版本以前的 SAP Solution Manager 支援套件。這同樣適用於內容更新 (ST-ICO & ST SER)。
- In case of SAP Enterprise Support, Partner must ensure that Priority 1 Incidents are forwarded to SAP outside Local Office Times. This can be done by customizing the service desk in SAP Solution Manager.  
在 SAP 企業支援之情形下, 合作夥伴確保優先順序 1 事件於當地辦公時間以外轉寄給 SAP。這可以透過在 SAP Solution Manager 中自訂服務台來完成。
- In case of SAP Enterprise Support, Partner must document Custom Code according to SAP's then-current standards in the SAP Solution Manager (for details see <http://support.sap.com>). The SAP development workbench is to be used for Custom Code or Template development).  
在 SAP 企業支援之情況下, 合作夥伴必須按照 SAP Solution Manager 內之 SAP 現行標準, 來記錄自訂程式碼 (詳細內容請見: <http://support.sap.com>。SAP 開發工作台用於自訂程式碼或範本開發)。

## 2. Technical Requirements regarding the Supported End User

### 關於受支援之終端使用者的技術要求

In order to receive VAR Delivered Support as described in this VAR Delivered Support Model, Partner must ensure that each Supported End User fulfills the following requirements:

為能獲得如本 VAR 交付支援模式所述之 VAR 交付支援, 合作夥伴必須確保各該受支援之終端使用者, 符合下列要求:

- For satisfactory remote support, Partner must ensure that Supported End User sets up an internet connection and obtains a separate license for the relevant software if appropriate and required.  
要取得令人滿意的遠端支援, 合作夥伴必須確保受支援之終端使用者建立網際網路連線並取得相關軟體的單獨授權 (若適當且需要)。
- In cases where the use of SAP Solution Manager is mandatory for Partner:  
倘若 SAP Solution Manager 之使用, 對於合作夥伴而言, 乃是強制的:
  - Partner must ensure that (i) Supported End Users' solution landscapes and core business processes are maintained in SAP Solution Manager at least for all Production Systems and systems connected to the Production Systems and (ii) in case of SAP Enterprise Support, any implementation or upgrade projects are documented within the SAP Solution Manager. The detailed guidelines for this documentation can be found in the document "Solution Documentation" provided by SAP on the SAP Service Marketplace at <http://support.sap.com/supportstandards>.  
合作夥伴必須確保: (i) 受支援之終端使用者在 SAP Solution Manager 中, 至少為所有生產系統及與之連接的系統, 維持解決方案架構及核心營業程序; 及 (ii) 在 SAP 企業支援雙情形下, 記錄 SAP Solution Manager 內的任何實作或升級專案。如需本文件的詳細指南, 請參閱 SAP 於 SAP Service Marketplace (<http://support.sap.com/supportstandards>) 上提供的「解決方案文件」文件。
  - SAP EarlyWatch Alert is activated at least for the Production Systems of Supported End Users and is transmitting data to the Partner's productive SAP Solution Manager.  
SAP EarlyWatch Alert 將至少針對受支援之終端使用者的生產系統予以啟用, 並將資料傳輸到合作夥伴的生產 SAP Solution Manager。
- In case of SAP Enterprise Support, an Initial Assessment based on SAP standards and documentation as described in Section B, Article 5 (Partner Support Advisory Center) has been performed successfully by Partner and each Supported End User. Partner and each Supported End User must have correctly implemented all the recommendations of the setup service classified as mandatory.  
在 SAP 企業支援之情況下, 基於第 B 節 Article 5 (合作夥伴支援顧問中心) 所載之 SAP 標準與文件的初步評估, 業已由合作夥伴及各該受支援之終端使用者成功執行。合作夥伴和該受支援之終端使用者已正確實作被歸類為強制採用的全部設定服務建議。

### Article 2 Requirements regarding Supported End User agreement

#### 第 2 條 有關受支援之終端使用者合約要求

- The Incident processing system may automatically collect system data related to Incidents (for example transaction code, program ID, Support Package level, Incident number). In its Supported End User agreements Partner must ensure that each Supported End User gives all consents required by law for this purpose, in particular under data protection law.

事件處理系統得自動收集有關事件訊息 (例如：交易代碼、程式 ID、支援套件級別、事件編號) 的系統資料。在受支援之終端使用者合約中，合作夥伴必須確保各該受支援之終端使用者依法為此要求 (尤其是根據資料保護法) 的所有同意。

- Partner must ensure that each Supported End User provides and maintains remote access via a technical standard procedure as defined by SAP and grants the Partner and SAP all necessary authorizations, in particular for problem root cause analysis as part of Incident handling. Such remote access must be granted by each Supported End User without restrictions regarding the nationality of the SAP employee(s) who process(es) the Incident or the country in which they are located. Partner acknowledges that failure to grant access may lead to delays in Incident handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components for receiving support services must be installed. For more details see SAP Note 91488.  
合作夥伴必須確保各該受支援之終端使用者，透過 SAP 定義之技術標準程序，提供並維持遠端存取，並授與 SAP 所有所需權限，尤其是事件處理的根本問題原因分析部分。各該受支援之終端使用者必須全權授與此類遠端存取權限，不得限制處理事件之 SAP 員工國籍，或員工所在國家。合作夥伴承認若不授與存取，可能導致事件處理及提供修正之延遲，或使 SAP 無法以有效方式提供協助。必須安裝用於接收支援服務的必要軟體元件。如需詳細資訊，請參閱 SAP 註記 91488。
- Furthermore, Partner must ensure in its Supported End User agreements that SAP is entitled to access the systems of each Supported End User in order to render VAR Delivered Support or any other services. If required by applicable law, Partner must obtain written data protection consents from Supported End Users.  
此外，合作夥伴還必須在其受支援之終端使用者合約中，確保 SAP 有權存取各該受支援之終端使用者的系統，以便提供 VAR 交付支援或任何其他服務。若適用法律要求，合作夥伴必須取得來自受支援之終端使用者的書面資料保護同意。
- Partner must activate SAP EarlyWatch Alert as a mandatory part of SAP Enterprise Support. Partner must obtain confirmation by Supported End User regarding activation process of SAP EarlyWatch Alert.  
合作夥伴必須啟用作為 SAP 企業支援強制部分之 SAP EarlyWatch Alert。合作夥伴必須取得受支援之終端使用者對 SAP EarlyWatch Alert 啟用程序的確認。
- Partner should specify in its maintenance agreements with Supported End Users that the Supported End Users will not send any Incidents related to Supported Software directly to SAP but will first contact Partner's support.  
合作夥伴必須在其與受支援之終端使用者訂立的維護合約中規定，受支援之終端使用者不得將與支援軟體有關的任何事件直接傳送給 SAP，而應先與合作夥伴的支援部門聯絡。
- Partner must ensure that each Supported End User acknowledges and accepts the usage rights and limitation for the SAP Solution Manager Software as set out in Section B. Article 3 (SAP Solution Manager) before ordering or downloading the SAP Solution Manager.  
合作夥伴應確保各該受支援之終端使用者，在訂購或下載 SAP Solution Manager 前，確認並接受如第 B 節 Article 3(SAP Solution Manager) 針對 SAP Solution Manager 軟體所規定之使用權與限制。
- Partner must inform each Supported End User under SAP Enterprise Support in its maintenance agreements that Priority 1 Incidents related to Supported Software under SAP Enterprise Support that are forwarded directly to SAP must be submitted in English.  
合作夥伴必須在其維護合約內知會各該 SAP 企業支援下的受支援之終端使用者，與 SAP 企業支援下之支援軟體有關的優先順序 1 事件，係以英文直接轉寄予 SAP。

### **Article 3 Partner responsibilities regarding Incident Processing** **第 3 條 合作夥伴就事件處理之責任**

- The Partner Support Duties are specified below in Section C. Article 5 (Partner Support Duties).  
合作夥伴支援責任係於下列第 C 節 Article 5 (合作夥伴支援責任) 中規定。
- Partner bears sole responsibility for the provision of VAR Delivered Support in relation to all inquiries from Supported End Users.  
合作夥伴單獨負責對來自受支援之終端使用者的所有詢問提供 VAR 交付支援服務。
- When Incidents are reported, Partner will provide support to Supported End Users during Local Office Time in the official language(s) of the affected Supported End User. This applies to all type of Supported Software resold by Partner to a Supported End User: SAP Group Software and Third Party Software. Partner shall ensure that each Supported End User can send a support Incident at any time of day or night, every day of the week.  
在報告事件後，合作夥伴將於當地辦公時間內，向受支援之終端使用者，以受支援之終端使用者的官方語言提供支援。這適用於合作夥伴轉售給受支援之終端使用者的各類支援：SAP 集團軟體及第三方軟體。合作夥伴應確保各該受支援之終端使用者可以全年無休隨時傳送支援事件。
- Partner must fulfill all Partner Support Duties for the Supported Software (including Third Party Software) before forwarding Incidents to SAP (see Section C. Article 5 (Partner Support Duties)).  
合作夥伴必須於轉寄事件予 SAP 前，履行對於支援軟體 (包括第三方軟體) 之合作夥伴支援責任 (參見第 C 節 Article 5 (合作夥伴支援責任) 之規定)。
- Incidents forwarded by Partner to SAP must be in English.  
合作夥伴轉寄給 SAP 的事件應該僅採用英語撰寫。
- Partner shall simulate and analyze problems for all Supported Software releases under this VAR Delivered Support Model e.g. by leveraging SAP Solution Manager functionalities, and by running a suitable test environment reflecting the actual Production System.  
合作夥伴必須就本 VAR 交付支援模式下的一切支援軟體發行版本，進行其解決方案的模擬和分析，例如：運用 SAP Solution Manager 功能和執行反映實際生產系統的適當測試環境。
- Partner must maintain all Supported End User data required for SAP Support Organization in the format made available by SAP within SAP Solution Manager or the SAP Service Marketplace, and update this data without delay.  
有鑑於此，合作夥伴必須在 SAP Solution Manager 或 SAP Service Marketplace 內以 SAP 提供之格式，保留 SAP 支援機構所需的一切受支援之終端使用者資料，並及時更新此資料，不得出現延遲。
- Partner will designate a contact person for SAP who will be responsible for managing the delivery of support to Supported End Users. This support manager will ensure that Partner employees who receive and process Incidents or Top-Issues from Supported End Users forward such Incidents to SAP, if necessary, e.g. through SAP Solution Manager. These employees must be adequately qualified to provide support and certified by SAP in accordance with the requirements set out in the Technical Support Guide.  
合作夥伴將為 SAP 指定一名聯絡人，由該聯絡人負責對於向受支援之終端使用者所提供之支援進行管理。該支援管理者將確保合作夥伴從受支援之終端使用者處接收和處理事件或首要問題的員工，將此類事件轉寄給 SAP，例如：透過 SAP Solution Manager。根據技術支援指南的要求，這些員工必須具備提供支援的充分資格，並取得 SAP 的認證。

- In order to verify Partner's compliance with the terms of this VAR Delivered Support Model, Partner authorizes SAP to periodically monitor and/or audit (at least once annually and in accordance with SAP standard procedures): (i) the correctness of the information regarding Supported End Users provided by Partner and (ii) Partner's use of SAP Solution Manager in accordance with the rights and restrictions set out in Section B. Article 3 (SAP Solution Manager).

為了查驗合作夥伴是否符合本 VAR 交付支援模式的條款，合作夥伴授權 SAP 定期監控及/或稽核 (至少每年一次並依 SAP 標準程序)：(i) 合作夥伴提供有關受支援之終端使用者的資訊之正確性；以及 (ii) 合作夥伴是否根據第 B 節 Article 3 (SAP Solution Manager) 所規定之權利與限制，使用 SAP Solution Manager。

- Upon SAP's request, Partner must report to SAP the total number of Incidents received (support Incidents related to Supported Software) from Supported End Users during a given period of time regardless of the communication channel through which the Incident was received. However, such period of time will not exceed a maximum of twelve months prior to the date of SAP's request. Partner must provide this information to SAP latest thirty days after receipt of such request.

在 SAP 的請求下，合作夥伴應向 SAP 報告在指定期間內從受支援之終端使用者接收的事件總數 (與支援軟體相關的支援事件)，而不論接收事件的通訊通道為何。但是，此期間最多不得超過 SAP 請求之日前十二個月。合作夥伴應在收到此請求後最晚三十天向 SAP 提供此資訊。

#### Article 4 Initial Response Times and Maximum Processing Times

##### 第 4 條 初始回應時間和最長處理時間

Partner must comply with the Initial Response Time and the Maximum Processing Time regarding Incidents listed below when communicating with Supported End User and SAP:

當與受支援之終端使用者和 SAP 通訊時，合作夥伴必須符合有關下列事件的初始回應時間和最長處理時間：

For clarification purposes: For Supported End Users under SAP Enterprise Support concerning Priority 1 Incidents, SAP SLA for Initial Response Time and SAP SLA for Corrective Action applies as set forth in Section B. Article 2 (Service Level Agreement)

為了釐清之目的：對於 SAP 企業支援下的受支援之終端使用者而言，就其所面臨之優先順序 1 事件，應適用 SAP 初始回應時間 SLA 及 SAP 改正行動 SLA (如第 B 節 Article 2 (服務層級合約) 所述)。

##### Initial Response Time:

初始回應時間：

- Priority 1 Incidents under SAP Standard Support: For Supported End Users under SAP Standard Support, Partner must confirm receipt of a Priority 1 Incident and provide each Supported End User with an initial qualified response within sixty minutes (real time).  
SAP 標準支援下之優先順序 1 事件：對於 SAP 標準支援下的受支援之終端使用者而言，合作夥伴必須就收到優先順序 1 事件作出確認，並在六分鐘 (即時) 內，向各該受支援之終端使用者，提供初始有效回應。
- Priority 2 ("High") Incidents: Partner must confirm receipt of an Incident with the priority "High" (for definition of Incident priorities see SAP Note 67739) and provide each Supported End User with an initial qualified response within four working hours.  
優先順序 2 (「高度」) 事件：合作夥伴必須就收到「高度」優先順序事件 (有關事件優先順序之定義，請參見 SAP 註記 67739) 作出確認，並在四個工作小時內，向各該受支援之終端使用者，提供初始有效回應。

##### Maximum Processing Time:

最長處理時間：

- Priority 1 Incidents under SAP Standard Support: For Supported End Users under SAP Standard Support, Partner must provide a solution or workaround for Priority 1 Incidents within eight hours (real time) or forward the Incident to SAP within that time if the cause of the defect in the Incident indicates a previously unknown problem with the SAP coding.  
SAP 標準支援下之優先順序 1 事件：對於 SAP 標準支援下的受支援之終端使用者而言，合作夥伴必須就優先順序 1 事件，在八小時 (即時) 內，提供解決方案或因應措施，或者，倘若事件缺陷原因顯示 SAP 代碼出現先前不明的問題，則將事件在前述期限內轉寄給 SAP。
- Priority 2 ("High") Incidents: Partner must provide a solution or workaround for Incidents with the priority "High" (for definition of Incident priorities see SAP Note 67739) within two working days or forward the Incident to SAP within that time if the cause of the defect in the Incident indicates a previously unknown problem with the SAP coding.  
優先順序 2 (「高度」) 事件：合作夥伴必須就「高度」優先順序事件 (有關事件優先順序之定義，請參見 SAP 註記 67739)，在兩個工作天內，提供解決方案或因應措施，或者，倘若事件缺陷原因顯示 SAP 代碼出現先前不明的問題，則將事件在前述期限內轉寄給 SAP。

Times during which the Incident's status is "Customer Action" are not counted toward the Maximum Processing Time.

事件的狀態為「客戶動作」期間內的時間不會被計入最長處理時間。

For Priority 1 Incidents, the time is measured in real time, regardless of Local Office Times. For Incidents with any other priority, the time is measured in working hours during Partner's Local Office Time.

對於優先順序 1 事件，將即時測量時間，而不論當地辦公時間為何。對於任何其他優先順序的事件，將合作夥伴的當地辦公時間內以工作時間測量。

#### Article 5 Partner Support Duties

##### 第 5 條 合作夥伴支援責任

Before forwarding an Incident to SAP, Partner must have performed all its Partner Support Duties to try to resolve the Incident using tools and resources indicated in this VAR Delivered Support Model. Below is a description of the scope of support tasks for which Partner is responsible ("Partner Support Duties"). These tasks can be referred to as first level and second level support, although in reality these duties are usually performed by the same support consultant or group.

在將事件轉寄給 SAP 前，合作夥伴必須履行其一切合作夥伴支援責任，使用 VAR 交付支援模式所列之工具與資源，來嘗試解決事件。以下列出對於合作夥伴應負責之支援工作的範圍敘述 (「合作夥伴支援責任」)。該等工作可被稱作第一層級與第二層級之支援，即便實際上該等工作通常係由相同支援顧問或集團來執行。

##### Customer Communication

###### 客戶聯繫

- Acknowledging receipt of the Incident to the Supported End User.  
向受支援之終端使用者，確認收到事件之通知。
- Continually updating the Supported End User on the progress of the Incident and notifying the Supported End User whenever an Incident is forwarded to another person within the partner organization or to SAP Support Organization.  
持續向受支援之終端使用者更新事件之進展，並於事件被轉交給合作夥伴組織內其他人員或轉交給 SAP 支援機構時，知會受支援之終端使用者。



- Communicating the solution to Supported End User.  
將解決方案傳達給受支援之終端使用者。

## Incident Administration

### 事件管理

- Documenting the progress of the investigation in the Incident.  
記錄事件中調查的進度。
- Translating: All Incidents forwarded by Supported End User/Partner to SAP must be written in English. If the Incident was originally sent by the Supported End User to the Partner in a language other than English, the Partner must write a technical handover summary in English before forwarding it to SAP.  
翻譯：由受支援之終端使用者/合作夥伴轉寄給 SAP 之一切事件，必須採用英文撰寫。倘若事件原先係由受支援之終端使用者，採用英文以外的語言發給合作夥伴，合作夥伴必須在轉交給 SAP 前，採用英文撰寫一份技術移交摘要。
- Assigning the Incident to the correct "SAP component" (queue) in SAP's support system.  
在 SAP 的支援系統中，將事件歸類至正確的「SAP 元件」(佇列)。
- Specifying the Incident priority according to the definitions in SAP Note 67739.  
按照 SAP 註記 67739 之定義，標出事件之優先順序。
- Describing the business impact of the problem.  
敘述問題造成的營業影響。
- Splitting up Incidents that describe more than one problem into separate reports so that only one problem is described in each Incident.  
將描述不只一項問題之事件，分到不同的報告中，以便就每一事件，只敘述一個問題。
- Following the appropriate defined process if the issue is a product enhancement request or configuration change request.  
若問題屬於產品增強的請求或變更設定的請求，則遵循適當之既定程序。
- Making sure that the remote connection to the SAP Support Network, including SAP Solution Manager where mandatory, is open and functional.  
確認與 SAP 支援網路的連結 (包括 SAP Solution Manager，若其屬強制使用時) 是開啟並可正常運作。
- Providing a comprehensive problem description, including:
  - Complete technical environment information of the system where the Incident occurred (e.g. operating system, database, support package level);  
有關事件所發生之系統的完整技術環境資訊 (例如：作業系統、資料庫、支援套件層級)；
  - Step by step description of the workflow leading to the Incident;  
對於造成事件發生的工作流程，逐步加以描述；
  - Full syntax of the Incident;  
事件之完整語法；
  - Changes to the technical environment since last known functioning state;  
從最後一個已知的運作狀態起，對技術環境所為的變更；
  - Which SAP Notes or Knowledge Base Articles have been applied to try to resolve the issue; and  
已經採用何等 SAP Notes 或知識庫文章，來嘗試解決問題；及
  - Any documents that provide additional information about the problem, e.g. log files or screenshots.  
可提供與問題有關之額外資訊的任何文件，例如：紀錄檔或螢幕擷取。
- Summarizing the current status of the investigation and listing the actions taken to troubleshoot the Incident, before forwarding the Incident to another person within the partner organization or to SAP Support Organization.  
在將事件轉交給合作夥伴組織內其他人員或轉交給 SAP 支援機構前，簡述目前調查的進度，並列出已採取用來診斷事件問題的動作。

## Technical Investigation

### 技術調查

- Searching available SAP knowledge repositories for known issues and solutions/workarounds, e.g. SAP Notes, SAP Knowledge Base Articles, SAP Community Network.  
對於已知的問題和解決方案/因應措施，於可用之 SAP 知識庫進行搜尋，例如：SAP Notes、SAP 知識庫文章、SAP 社群網路。
- Checking the customizing settings.  
檢查自訂設定。
- Connecting remotely to End User's system as part of the troubleshooting process.  
採用遠端連結至終端使用者系統之方式，作為問題診斷的方法之一。
- Using the tracing, monitoring, debugging and remote supportability tools made available by SAP, to analyze the issue.  
採用 SAP 所提供之追蹤、監控和遠端支援的工具，來分析問題。
- Reproducing and validating the problem.  
重現並驗證問題。
- Isolating the problem to demonstrate the root cause.  
將問題區隔出來，以顯示根本原因。
- Deciding if the Incident is due to a product defect or not:
  - Proposing appropriate system configuration or workaround if the cause for the Incident is not a defect in the Supported Software; and  
若事件的原因並非支援軟體之缺陷，提議適當的系統設定或因應措施；及
  - Forwarding the Incident to SAP Support if the cause for the Incident is a defect in the Supported Software and if no SAP Note or Support Package is available to solve the Incident.  
若事件係由於支援軟體內之缺陷而造成，且並無可用來解決事件的 SAP 註記或支援套件，則將該事件轉交給 SAP 支援部門。

- **Testing the solution:**  
測試解決方案：
  - **Testing, validating and accepting the solution before presenting it to the Supported End User;**  
在提出給受支援之終端使用者前，測試、驗證及核准解決方案；
  - **Working with the end customer to implement the solution; and**  
與終端客戶合作執行解決方案；及
  - **Backing up all relevant data before the solution is installed (when possible).**  
在安裝解決方案前，先備份所有相關資料 (如果可能)。

**Article 6            System Measurements**  
**第 6 條            系統測量**

Partner undertakes to carry out system measurements of any or all of its Supported End Users' systems at SAP's request in order to measure the utilization of the Software by the Supported End User and to make the logs available to SAP. SAP will make the necessary tools for such system measurements available to Partner. In addition, SAP or any third party authorized by SAP will be entitled to carry out system measurements at the systems of Partner's Supported End Users, directly.

合作夥伴承諾按 SAP 的要求對其任何或全部受支援之終端使用者的系統執行系統測量，以便計量受支援之終端使用者的軟體使用情況，並向 SAP 提供有關記錄。SAP 會就該系統測量，提供必要工具給合作夥伴。此外，SAP 或經 SAP 授權之任何第三方，有權對合作夥伴的受支援之終端使用者，直接在其系統上執行系統測量。