

SAP PartnerEdge
VAR Delivered Support Specific Terms and Conditions
SAP PartnerEdge
VAR 交付支持特定条款和条件
(“VAR Delivered Support Model”)
(以下简称“VAR 交付支持模式”)

Definitions and Interpretation

定义和解释

1. Definitions

定义

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

“**自定义代码**”是指由 SAP 以外的合作伙伴、受支持最终用户或任何第三方编写的软件代码。

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

“**交付**”在销售企业预置型模式第 4 条（软件交付）中予以定义。

“**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).

“**上线**”是指在实施或升级受支持软件后，受支持最终用户可以将受支持软件用于在上线运行模式中处理真实数据以及根据适用许可条款（例如，EULA）开展其内部业务运营的时间点。

“**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**”是指最早报告给 SAP 或合作伙伴的支持组织的很有可能因为受支持软件的缺陷或错误导致受支持软件故障或功能不健全，进而引发的支持活动。

“**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.

“**事件补救**”是指针对事件采取的补救措施，比如消除缺陷、提供新的程序版本或示范如何以合理的措施避免缺陷造成的影响。事件补救包括错误修正、补丁、缺陷修复、应急措施、备件交付，或任何其他类型的软件或文档修正或修改。

“**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.

“**当地办公时间**”是指由 SAP 的当地注册办公室按照适用的公共假期制定的正常工作日内的工作时间。当地办公时间在每个工作日内应至少包括连续 8 个小时（如上午 9 点到下午 5 点）。双方可以相互约定，将 SAP 的关联企业之一作为注册办公室，以该办公室作为当地办公时间的参考地。

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

“**维护服务**”就本 VAR 交付支持模式而言，是指 VAR 交付的支持。

“**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).

“**第一优先级事件**”是指第二部分第 B 节 Article 2 第 1a) 款（针对初始响应时间的 SLA）中规定的具有“非常高”优先级的的事件。

“**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.

“**价目表**”就本 VAR 交付支持模式而言，是指由适用于最终用户所在国家/地区的销售企业预置型模式的“SAP 定价和许可原则”、“软件使用权利（SUR）”和“SAP PartnerEdge 渠道合作伙伴价目表”组成的“SAP 价格和条件列表（间接销售）”，该价目表发布在 SAP 面向合作伙伴的网站上或由 SAP 直接提供给合作伙伴。

“**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.

“**产品系列**”是指由一个或多个 SAP 软件产品或服务构成的 SAP 产品系列，详见适用的区域特定计划信息（RSPI）。

“**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.

“**生产系统**”是指用于运行受支持最终用户的内部经营活动及记录受支持最终用户数据的活动 SAP 系统。

“**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 交付支持**”是指由 SAP 依据“SAP 交付支持协议”中所列的条款和条件直接向最终用户提供的支持服务，在此情况下，“SAP 交付支持协议”由 SAP 与最终用户直接签订。

“**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[早期预警]**”是指 SAP 提供的用于监控 SAP 组件基本管理功能并向用户报告组件性能及稳定性的一种工具，详细介绍请参见：<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 Enterprise Support[企业支持]**”是指一项名为“SAP Enterprise Support[企业支持]”的 SAP 企业支持服务，本 VAR 交付支持模式和技术支持指南中有具体说明。

“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”是指 SAP 面向客户、最终用户和合作伙伴的网络信息库，其网址为：<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 软件解决方案”是指由一个或多个系统构成的一组生产系统，这些系统运行受支持软件，并针对受支持最终用户的特定业务功能领域。详情与示例请参见 SAP Service Marketplace（见 SAP 注释 1324027 或任何替代 SAP 注释 1324027 的其他 SAP 注释）。

“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[解决方案管理器]”是指针对 VAR 交付支持为受支持最终用户和/或合作伙伴提供的一款支持应用程序，其使用范围取决于订购的 SAP Standard Support[标准支持]或 SAP Enterprise Support[企业支持]。更多详情请参见 SAP Service Marketplace（<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 Standard Support[标准支持]”是指一项名为“SAP Standard Support[标准支持]”的 SAP 标准支持服务，本 VAR 交付支持模式和技术支持指南中有具体说明。

“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 支持网络”是指 SAP 用于进行端到端事件管理和软件更新/生命周期管理的全球服务和支撑中枢，该中枢由 SAP 技术支持数据库、SAP Solution Manager[解决方案管理器]和 SAP Service Marketplace 组成。

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

“SAP 支持组织”是指 SAP 集团的支持组织。

“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 技术支持数据库”是指由 SAP 提供并维护的技术信息数据库；SAP 在其中发布与技术支持相关的信息，目前发布信息的方式有 SAP Notes、SAP TopNotes、SAP Legal Change Notes、SAP Security Notes、SAP Knowledge Base Articles 和 SAP Hot News 等。

“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.

“销售企业预置型模式”是指SAP与合作伙伴通过签订销售企业预置型协议一致约定的“SAP PartnerEdge — 销售企业预置型特定条款和条件”，SAP依据此类条款和条件授予合作伙伴营销和分销特定软件的权利。

“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”.

“销售企业预置型协议”是指SAP与合作伙伴签订的“SAP PartnerEdge — 销售企业预置型协议”，其中提及“SAP PartnerEdge — 销售企业预置型特定条款和条件”。

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

“支持授权”的定义见技术支持指南。

“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.

“支持交付模式”是指 SAP 交付的支持或 VAR 交付的支持，或者 SAP 在未来提供的任何其他维护服务交付方式。

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

“受支持最终用户”是指合作伙伴为其与 SAP 签订了目前仍在有效期内的 SAP 支持销售订单的任何最终用户。

“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.

“受支持软件”就本 VAR 交付支持模式而言，是指依据销售企业预置型模式分销的任何软件，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.

“模板”是指合作伙伴根据软件解决方案资格准则创建的基于软件的合格软件解决方案。有关详情，请联系您的合作伙伴服务顾问。

“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.

“重大问题”是指由 SAP 和合作伙伴根据 SAP 标准共同确定并优先考虑的问题和/或故障，这些问题和/或故障会 (i) 危及即将投入生产运行的系统的上线，或 (ii) 对生产系统产生重大业务影响。

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

“无限制发售”是指软件版本可普遍供所有受支持最终用户使用的交付阶段。

“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.

“VAR 交付支持”就本 VAR 交付支持模式而言，是指以 SAP Enterprise Support[企业支持]或 SAP Standard Support[标准支持]（视适用情况而定）形式为受支持软件提供的支持，详见本 VAR 交付支持模式。

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 交付支持模式中未定义的所有术语应适用协议其他部分或销售企业预置型模式对其赋予的含义。

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 交付支持模式中使用的标题仅供参考，解释本 VAR 交付支持模式时可以忽略。

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 交付支持模式中对特定文档的任何引用也包括对该文档时而产生的修订、变更、替代或补充内容的引用。

5. Where the context so admits, the singular includes the plural and vice versa.

依据上下文的内容，单数形式亦应包括复数形式，反之亦然。

PART 1 – General Terms and Conditions

第一部分：一般条款和条件

Article 1 Engagement Model

第 1 条 互动模式

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).

依据本 VAR 交付支持模式规定的条款和条件，且在合作伙伴依据销售企业预置型模式获得软件营销和分销授权并已获得且将持续持有支持授权的前提下，SAP 特此授予合作伙伴且合作伙伴特此接受 SAP 授予的以下权利：以自己的名义、自担风险且自负盈亏就销售企业预置型模式下分销的软件（SAP Business One 除外）向所在地域（见 VAR 交付支持协议中的定义）内的最终用户营销、销售和提供 VAR 交付支持。

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.

合作伙伴应尽最大努力就销售企业预置型模式下分销的软件（SAP Business One 除外）营销和定位 SAP 交付支持，或者营销、销售和提供 VAR 交付支持。

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.

合作伙伴确认，SAP 仅按本 VAR 交付支持模式、技术支持指南和价目表规定的基数向合作伙伴提供 VAR 交付支持。合作伙伴确认，VAR 交付支持对某些软件产品不适用。

Article 2 Introduction to VAR Delivered Support

第 2 条 VAR 交付支持简介

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)).

依据本 VAR 交付支持模式，合作伙伴是为受支持软件提供支持的主要提供商。简而言之，这意味着合作伙伴接收支持最终用户发送的事件，并负责履行其合作伙伴支持职责（见第二部分第 C 节 Article 5（合作伙伴的支持职责）的具体规定和说明）。

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 应作为受支持软件的后续支持提供商，在合作伙伴履行其支持职责后，接收合作伙伴发送的事件并执行开发支持（见第二部分第 B 节 Article 1（SAP 的支持任务）的具体规定和说明）。

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

合作伙伴应向有意接受 VAR 交付支持的所有最终用户阐明 SAP 支持服务的范围和价值。

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 交付支持的确切范围以及 SAP Enterprise Support[企业支持]与 SAP Standard Support[标准支持]之间的差异见第二部分第 A 节（VAR 交付支持下的标准服务）所述。

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 交付支持模式不适用于 SAP Business One。针对 SAP Business One 的 VAR 交付支持的前提条件见“SAP PartnerEdge — 针对 SAP Business One 的 VAR 交付支持的条款和条件”，该文件位于：<http://www.sap.com/company/legal>。

Article 3 Prerequisites for VAR Delivered Support

第 3 条 VAR 交付支持的前提条件

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:

为就受支持软件获得营销、销售和提供 VAR 交付支持的授权，合作伙伴需要满足以下所有前提条件：

1. Sell On Premise Model

销售企业预置型模式

Partner and SAP must have concluded a Sell On Premise Model and Partner must be authorized to market and distribute Software thereunder.

合作伙伴与 SAP 必须已签订销售企业预置型模式，且合作伙伴必须获得据其营销和分销软件的授权。

2. Support Authorization

支持授权

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

合作伙伴必须已经获得并将继续持有 Article 5（支持授权）中规定的支持授权。

3. SAP Support Sales Order

SAP 支持销售订单

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.

合作伙伴与 SAP 必须已就为合作伙伴希望向其提供 VAR 交付支持的最终用户下达的每份软件订单签订 SAP 支持销售订单（定义如下）。

Article 4 Conclusion of SAP Support Sales Order

第 4 条 签订 SAP 支持销售订单

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.

合作伙伴必须随为希望从合作伙伴处获得 VAR 交付支持的最终用户下达的每份软件订单一起向 SAP 下达 SAP Enterprise Support[企业支持]或 SAP Standard Support[标准支持]订单（两份订单可合并为一份订购单）。合作伙伴应当使用已填写完整的订购单，并满足 SAP 规定的最低订单要求，同时还须遵循 SAP Enterprise Support[企业支持]或 SAP Standard Support[标准支持]届时有效的订购流程。若适用，合作伙伴同意使用 SAP 规定的电子方式进行订购。

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.

合作伙伴就 SAP Enterprise Support[企业支持]和 SAP Standard Support[标准支持]下达的订单应具有约束力，不得取消、撤销或转让。合作伙伴下达的所有订单须以 SAP 接受为准，SAP 通过订单流程交付相关软件或者发送就合作伙伴的 SAP Enterprise Support[企业支持]或 SAP Standard Support[标准支持]订单开具的发票（以先发生者为准）即为接受订单。

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").

特定最终用户的每份已接受的 SAP Enterprise Support[企业支持]或 SAP Standard Support[标准支持]订单均代表 SAP 与合作伙伴之间的一份单独合同（每份合同为一份“SAP 支持销售订单”）。

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.

对于受支持最终用户购买的任何其他适用 VAR 交付支持的受支持软件，合作伙伴必须另行签署 SAP 支持销售订单。

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.

如受支持最终用户在一个解决方案领域内拥有多个支持交付模式（SAP 交付支持和 VAR 交付支持），则合作伙伴必须在与受支持最终用户签订的维护协议中保证，受支持最终用户在与现有支持交付模式不同的技术安装基础上安装和运行其他支持交付模式下涵盖的软件，包括但不限于，在与合作伙伴通过 VAR 交付支持提供支持的软件不同的技术安装基础上安装和运行直接由 SAP 提供 SAP 交付支持的任何软件。

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 与合作伙伴依据先前针对 VAR 交付支持的“PartnerEdge 渠道合作伙伴协议”（如协议中所定义）达成的或续签的或者与之相关的任何 SAP Enterprise Support[企业支持]或 SAP Standard Support[标准支持]订单（但不包括任何与 SAP Business One 有关的订单）应作为本 VAR 交付支持模式下的 SAP 支持销售订单持续有效，但前提是此类订单在 VAR 交付支持协议规定的生效日期仍具有效力。对于此类订单，应适用本 VAR 交付支持模式的条款和条件。

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 与合作伙伴依据先前的 SMB 经销协议或合作伙伴提供支持所依据的其他早期 SAP 合作伙伴转售协议达成的或者与之相关的任何 SAP Enterprise Support[企业支持]或 SAP Standard Support[标准支持]订单（但不包括任何与 SAP Business One 有关的订单）应作为本 VAR 交付支持模式下的 SAP 支持销售订单持续有效，但前提是此类订单在 VAR 交付支持协议规定的生效日期仍具有效力。对于此类订单，应适用本 VAR 交付支持模式的条款和条件。

Article 5 Support Authorization

第 5 条 支持授权

1. Achievement of Support Authorization

获得支持授权

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.

为了获得营销、销售和提供 VAR 交付支持的授权，合作伙伴必须已获得并继续持有支持授权。对于合作伙伴获得并持续持有支持授权所需具备的条件，请参见技术支持指南。

2. Consequences of Losing Support Authorization

失去支持授权的影响

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

若合作伙伴失去或不再继续持有支持授权（“失去支持授权”）：

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

合作伙伴将不再拥有向任何最终用户营销和销售 VAR 交付支持的权利；

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

合作伙伴仍应有为在失去支持授权之时仍然有效且合作伙伴经授权可为其提供 VAR 交付支持的受支持最终用户的 SAP 支持销售订单提供 VAR 交付支持的权利，但前提是 SAP 仍为此类软件产品提供 VAR 交付支持；和

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.

SAP 将自失去支持授权后的第一天（包括当天）起，按 SAP 交付支持的费率（包括之前的任何费用上调）对上文 Article 5 第 2 a)ii 款中规定的合作伙伴仍有权提供 VAR 交付支持的 SAP 支持销售订单向合作伙伴开票。自此时起，合作伙伴还可将此受支持最终用户要求合作伙伴就其 SAP 支持销售订单履行支持职责（见第二部分第 C 节第 5 条（合作伙伴的支持职责）中的详细规定和说明）的所有请求直接转交给 SAP。合作伙伴必须在与受支持最终用户签订的维护协议中保证，在此情况下，SAP 可直接与受支持的每位最终用户联系。对于合作伙伴与最终用户商定的除本 VAR 交付支持模式下提供的服务以外的任何其他维护服务，SAP 将不予负责提供。合作伙伴全权负责履行对最终用户的责任，包括但不限于，交付任何 VAR 交付支持服务及其在最终用户维护协议中同意交付的任何其他维护服务。

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.

若合作伙伴曾提供先前的“PartnerEdge 渠道合作伙伴协议”下规定的或与之相关的 VAR 交付支持（见“PartnerEdge 渠道合作伙伴协议”中的定义），但之后失去了或不再继续持有支持授权（见“PartnerEdge 渠道合作伙伴协议”中的定义），则此处 Article 5 第 2a) i、ii 和 iii 款的规定也应适用。

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:

若合作伙伴曾依据 SMB 经销商协议或与 SAP 之间的其他早期 SAP 合作伙伴转售协议提供支持且这些协议最初无需要求合作伙伴具备任何“合作伙伴专家中心”认证即有资格提供 VAR 交付支持，并且合作伙伴：

i. has not achieved Support Authorization; or

尚未获得支持授权；或

ii. did achieve Support Authorization but did not continue to uphold it,

曾获得支持授权，但未继续持有，

this Article 5 no. 2a) i., ii. and iii. will apply analogously.

则此处 Article 5 第 2a) i、ii 和 iii 款的规定也将适用。

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.

若合作伙伴曾依据与被 SAP 集团的成员收购的某公司之间的经销协议积极提供合作伙伴支持，且合作伙伴尚未获得支持授权，则此处 Article 5 第 2a) i、ii 和 iii 款的规定也将予以适用。

3. Other Consequences

其他影响

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:

若合作伙伴未向受支持最终用户提供或停止提供 VAR 交付支持或者合作伙伴失去了或不再继续持有支持授权，抑或上述两者情况兼而有之，并且该合作伙伴的受支持最终用户直接与 SAP 接洽，则 SAP 将有权（取决于受支持最终用户的选择）：

- a) directly enter into a SAP Delivered Support agreement with the Supported End User and provide SAP Delivered Support; or
直接与受支持最终用户签署 SAP 交付支持协议，并提供 SAP 交付支持；或
- b) recommend to the Supported End User other partners or third parties for the provision of VAR Delivered Support.
向受支持最终用户推荐提供 VAR 交付支持的其他合作伙伴或第三方。

Article 6 Fee for VAR Delivered Support

第 6 条 VAR 交付支持的费用

1. Payment and invoicing of fees

费用支付和开票

- 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 交付支持的通用计算基数参见价目表以及每份 SAP 支持销售订单中的规定。
- 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.
合作伙伴必须按年提前支付 SAP 支持销售订单中最初规定或者根据本 VAR 交付支持模式上调的每份 SAP 支持销售订单的费用。
- 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.
对于 Article 8 第 1 款（期限）第 a) i 项规定的初始期限（仅针对 SAP Business Objects 解决方案的 VAR 交付支持的初始期限除外），SAP 将针对 SAP 支持销售订单中规定的费用开具两张发票，第一张发票对应从交付软件下个月的第一天至当年 12 月 31 日的期限，第二张发票对应从下一日历年度的 1 月 1 日至 12 月 31 日的期限。
- 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.
对于仅针对 SAP Business Objects 解决方案的 VAR 交付支持的初始期限（见 Article 8 第 1 款（期限）第 a) ii 项的规定），应在初始期限内按 SAP 支持销售订单中规定的费用开具发票。
- 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.
对于每个续租期限，应在续租期限内就 SAP 支持销售订单中最初规定的或者根据本 VAR 交付支持上调的费用开具发票。
- 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 建议合作伙伴按照 SAP 的建议价格向最终用户提供 SAP Enterprise Support[企业支持]和 SAP Standard Support[标准支持]。

2. Fee Increase

费用上调

- 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，SAP Standard Support[标准支持]的费用在初始期限和首个续租期限内保持不变。
- b) SAP agrees that the fee for SAP Enterprise Support will remain unchanged until December 31, 2020.
SAP 同意，SAP Enterprise Support[企业支持]的费用在 2020 年 12 月 31 日前保持不变。
- 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 Article 6 第 2a) 款和第 b) 款中提及的适用期限之后，SAP 保留在提前三个月向合作伙伴发送通知后在日历年内对每份 SAP 支持销售订单的费用进行一次上调的权利（“费用上调”）。如进行费用上调，合作伙伴可以通过在费用上调生效日期前一个月发送通知的形式终止涉及受支持最终用户的所有 SAP 支持销售订单。
- 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.
首次费用上调不得超出相较于自 SAP 支持销售订单初始期限开始之日起指数（见 PartnerEdge GTC 中第二部分第 9 条（指数）中的定义）价值所增加的百分比（以与去年同期相比的累积值计算）。任何后续费用上调的幅度应限于相比于用作 SAP 支持销售订单上一次费用上调基数的指数值，该指数增加的百分比（以与去年同期相比的累积值计算）。若该指数不复存在，SAP 可选择应用任何政府机构或非合作伙伴机构发布的某个合理等效的价格指数来替代该指数（以下简称“替代指数”）。变更为替代指数时，SAP 应以书面形式告知合作伙伴。合作伙伴可以在基于替代指数的费用上调生效日期前一个月，通过发送通知的形式终止涉及受支持最终用户的所有 SAP 支持销售订单。
- e) Not raising fees in any given year is not a waiver of SAP's right to do so.
在任何指定年度内不上调费用不构成 SAP 对该项权利的放弃。

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

此处 Article 6 第 2b)、c)和 d)款中的限制规定不适用于以下通知和订单:

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 日前向合作伙伴发出的提价通知 (即使提价在 2010 年 1 月 1 日后一次或多次生效);

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

将 2010 年 1 月 1 日前向合作伙伴发出的其他通知修改为对合作伙伴有利的通知 (例如延期或延缓已宣布的提价); 和

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.

2020 年 12 月 31 日前向合作伙伴发出的有关尚未设定为合作伙伴软件购买价格 22% 的 SAP Enterprise Support[企业支持]的 SAP 支持销售订单的任何通知, 但这些订单的价格最高不超过合作伙伴软件购买价格的 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 建议合作伙伴在与受支持最终用户签署的支持和维护协议中体现此处 Article 6 第 2 款 (费用上调) 所规定的条款和条件。

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").

按事件支付的费用。依据本 VAR 交付支持模式, 合作伙伴负责解决不需要开发支持的事件。若事件由受支持最终用户或合作伙伴转发给 SAP, 且该事件未满足下文第 a)、b)和 c)款中规定的标准, 合作伙伴必须按事件向 SAP 支付费用, 详见价目表 ("非标准和/或其他维护服务的收款") 中的规定。

SAP will not invoice Partner:

SAP 不就以下事件对合作伙伴开具发票:

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

由 SAP 开发支持部门处理的事件 (见第二部分第 B 节 Article 1 (SAP 的支持任务) 的规定);

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

已购买 SAP Enterprise Support[企业支持]的受支持最终用户发送的第一优先级事件; 或

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

每个季度符合开票资格的事件数量不多于五个 (包括五个)。

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 将以季度为单位向合作伙伴开具发票。这些发票将包含由 SAP 支持组织所处理的事件的清单。发票中应仅包括已关闭的事件 (即, 状态为合作伙伴/受支持最终用户 "已确认" 或者 SAP "已自动确认")。

Article 7 Tax

第 7 条 税款

1. Each Party will be responsible for the payment of its own taxes.

各方各自负责支付己方税款。

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").

联邦、州或地方政府实体针对本协议项下的或与本协议任何部分有关的所收付款征收的或可能征收的所有所得税均由付款接收方承担 (以下简称 "收款方")。

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.

如进行此类付款的一方 (以下简称 "付款方") 按照法律必须从本协议项下或因本协议任何部分支付给收款方的任何付款总额中预扣所得税、公司税或类似税款 (以下简称 "预扣税"), 则付款方应有权从应付总额中预扣或扣减此类税款, 但前提是, 收款方可以依据收款方所在国家/地区的法律规定, 从其所得税或公司税义务中抵销预扣所得税和公司税义务。但付款方在遵循所有适用法律和双重税务条约的前提下, 必须尽最大努力将任何此类应付预扣税降低至尽可能最低的比率。收款方将与付款方在必要的范围内进行合作, 以申请此类降低, 特别是通过、但不限于提供必要的表格给付款方或相关税务机关。否则, 付款方有权根据相关法律按标准税率预扣税款。在预扣任何预扣税款的情况下, 付款方将向收款方提供相关税务机关开具的已经支付预扣税的收据。若本协议项下的或与本协议任何部分有关的收款方无权依据所在国家/地区的法律规定抵销预扣所得税和公司税义务, 则

收款方和付款方双方将以书面形式约定，付款方是否有权为收款方从合同约定的付款中预扣税款。若无法执行（或在特定年份无法执行）此类抵销，收款方须告知付款方。

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.

除所得税或公司税（或类似税款）之外的所有其他税款或任何类型的费用（包括但不限于，进口税、关税、消费税、总收入税、销售和使用税以及增值税）将由付款方承担。合作伙伴必须将其业务所在国家/地区分配的 VAT 或 GST 识别号告知 SAP。SAP 应将依据本协议提供的或者与本协议有关的受支持软件支持视为用于合作伙伴的业务运营，并根据所提供的 VAT 或 GST 识别号将其提供给合作伙伴所在地点。若任何此类税款或关税应从本协议项下的或与本协议有关的任何付款中预扣或扣除，则付款方应在本协议项下的或与本协议有关的付款金额基础上增加此类金额，从而确保在预扣或扣除之后，收款方还能收到与应付款相等的金额。签署 VAR 交付支持协议前，必须向 SAP 提交任何适用的直接支付许可或有效免税证明。

Article 8 Term and Termination of SAP Support Sales Orders

第 8 条 SAP 支持销售订单的期限和终止

1. Term

期限

a) The initial term for SAP Support Sales Orders will be as follows ("Initial Term"):

SAP 支持销售订单的初始期限规定如下（以下简称“初始期限”）：

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), 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

对于针对 (i) 仅除 SAP BusinessObjects 解决方案之外的受支持软件和 (ii) 联合交易（在一个订单中同时销售 SAP BusinessObjects 解决方案的 VAR 交付支持和一个或多个非 SAP BusinessObjects 解决方案的受支持软件产品的 VAR 交付支持）的各个 SAP 支持销售订单而言，VAR 交付支持的初始期限将于交付软件后下个月的第一天开始，并于下一个完整日历年的 12 月 31 日终止，（交付软件后下个月的第一天为相应日历年的 1 月 1 日的除外，此类情形下，初始期限将持续至相应日历年的 12 月 31 日）；或者

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).

对于仅包含 SAP BusinessObjects 解决方案的各个 SAP 支持销售订单而言，VAR 交付支持的初始期限将于软件交付之日开始，并于 12 个月终止（不包含软件交付当日）。

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:

依据本 VAR 交付支持模式，在初始期限结束后，各个 SAP 支持销售订单将自动续展随后的 12 个月的期限：

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

对于针对 (i) 仅除 SAP BusinessObjects 解决方案之外的受支持软件和 (ii) 联合交易（在一个订单中同时销售 SAP BusinessObjects 解决方案的 VAR 交付支持和一个或多个非 SAP BusinessObjects 解决方案的受支持软件产品的 VAR 交付支持）的各个 SAP 支持销售订单而言，续展日为每个日历年的 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.

对于仅包含 SAP BusinessObjects 解决方案的各个 SAP 支持销售订单而言，续展日为软件交付日。

(each a "Renewal Term"), whereby the first twelve months period immediately following the Initial Term will be defined as "1st Renewal Term".

（每个期限为一个“续租期限”），初始期限后的第一个 12 个月期限称为“首个续租期限”。

2. Termination

终止

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.

合作伙伴可通过在初始期限或续租期限结束前三个月发送书面通知的形式终止涉及受支持最终用户的所有 SAP 支持销售订单。为避免疑义，合作伙伴作出的终止决定严格适用于受支持最终用户的所有 SAP 支持销售订单；不允许对涉及受支持最终用户的 SAP 支持销售订单进行任何部分终止。

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.

合作伙伴终止任何 SAP 支持销售订单时，应向 SAP 提供此类支持销售订单涉及的相关受支持最终用户的姓名和客户识别号、终止原因、终止的生效日期以及受支持最终用户与合作伙伴之间签订的相关支持和维护协议的终止通知的副本。

- 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 可通过在初始期限或续租期限结束前三个月发送书面通知的形式终止 SAP 支持销售订单。若合作伙伴未在明确规定的日期和地点，使用规定的货币向 SAP 支付 SAP 支持销售订单下规定的或与之相关的任何应付金额，SAP 将有权终止相关 SAP 支持销售订单，除非在到期日后三十日内支付款项。

- 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.

SAP 支持销售订单终止后，SAP 应尽力将所有相关 SAP 支持销售订单移交给 SAP 或拥有支持授权的其他 SAP 合作伙伴（取决于受支持的每位最终用户的选择）。合作伙伴同意，为相关 SAP 支持销售订单向 SAP 或拥有支持授权的其他 SAP 合作伙伴（取决于受支持的每位最终用户的选择）的移交事宜积极给予支持。若受支持最终用户希望从其他拥有支持授权的 SAP 合作伙伴处获取 VAR 交付支持，合作伙伴授予 SAP 将各个 SAP 支持销售订单中的费用（维护百分比、维护基数以及软件合作伙伴购买价格）披露给向其移交该 SAP 支持销售订单的相关 SAP 合作伙伴的权利。合作伙伴必须在与受支持的每位最终用户签订的支持和维护协议中保证 SAP 在收到或发送有关 SAP 支持销售订单的终止通知后会立即联系相关最终用户。

- 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.

SAP 支持销售订单或本 VAR 交付支持模式终止后，合作伙伴应将其提供的与为受支持软件提供支持有关的所有信息返还给各相关的受支持最终用户。

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 建议合作伙伴在与受支持最终用户签署的支持和维护协议中体现此处 Article 8（SAP 支持销售订单的期限和终止）所规定的条款和条件。

Article 9 Change of Support Offering

第 9 条 支持服务变更

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

支持服务从 SAP Enterprise Support[企业支持]变更为 SAP Standard Support[标准支持]

- 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:

在以下情形下，即使存在 Article 8（SAP 支持销售订单的期限和终止）第 2 款中规定的合作伙伴的权利，若合作伙伴未违反针对相关受支持最终用户应承担的任何义务，则合作伙伴可为此类最终用户选择以 SAP Standard Support[标准支持]代替 SAP Enterprise Support[企业支持]：

- 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

合作伙伴为受影响的最终用户签订的首份且仍然有效的 SAP Enterprise Support[企业支持]的 SAP 支持销售订单必须已结束初始期限；且

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

在以下情况下，合作伙伴必须在以下日期前提前三个月书面通知 SAP：

- a) if all SAP Support Sales Orders for the affected Supported End User are solely on a calendar year renewal basis (renewing on January 1st 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 31st in any calendar year; or

若相关受支持最终用户的所有 SAP 支持销售订单仅基于日历年续租（于各日历年 1 月 1 日起续租）或者若相关受支持最终用户的部分 SAP 支持销售订单基于日历年续租，而其他订单基于周年续租，则于任一日历年的 12 月 31 日之前；或者

- 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: 30th June 2011, 2nd February 2012 and 13th March 2013. In such case, the first one to come up for renewal in any calendar year would be the one dated 2nd February 2012. Thus, 1st February of any calendar year would be the day before the anniversary date.

若相关受支持最终用户的所有 SAP 支持销售订单仅基于周年续租（每次自软件交付之日起续租十二个月），则于任一日历年首个达到续租日期的 SAP 支持销售订单的周年日的前一天之前。示例如下：合作伙伴与 SAP 在以下日期签订三个 SAP 支持销售订单：2011 年 6 月 30 日、2012 年 2 月 2 日和 2013 年 3 月 13 日。在该示例中，在任何日历年内，首个达到续租日期的 SAP 支持销售订单应为 2012 年 2 月 2 日签订的订单。因此，任一日历年的 2 月 1 日应为周年日的前一天。

- 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.

该变更由合作伙伴在通知函中加以说明, 并且, SAP Enterprise Support[企业支持]在 SAP Standard Support[标准支持]开始生效时终止。选择 SAP Standard Support[标准支持]适用于相关受支持最终用户的 SAP Enterprise Support[企业支持]下目前涵盖的所有受支持软件解决方案, 并受 SAP Standard Support[标准支持]届时有效的条款和条件约束, 包括但不限于定价。合作伙伴选择 SAP Standard Support[标准支持]后, SAP 可要求合作伙伴签署一份或多份新的 SAP 支持销售订单以及体现合作伙伴的选择和 SAP 届时有效的条款和条件的修订或其他文件。SAP Standard Support[标准支持]开始提供之日为新初始期限的开始日期。

- 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.

为避免疑义, 合作伙伴终止 SAP Enterprise Support[企业支持]而改选 SAP Standard Support[标准支持]的决定严格适用于受支持最终用户的所有 SAP 支持销售订单; 不允许对涉及受支持最终用户的某些 SAP 支持销售订单进行 SAP Enterprise Support[企业支持]的任何部分的终止或 SAP Standard Support[标准支持]的任何部分的选择。

- 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).

若合作伙伴为受支持最终用户选择以 SAP Standard Support[标准支持]代替 SAP Enterprise Support[企业支持], 则 Article 6 (VAR 交付支持的费用) 将予以适用, 但适用期限应自 Article 9 第 1b)款规定的新初始期限开始之日开始。

2. Change of Support Offering from SAP Standard Support to SAP Enterprise Support

支持服务从 SAP Standard Support[标准支持]变更为 SAP Enterprise Support[企业支持]

- 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.

即使存在 Article 8 (SAP 支持销售订单的期限和终止) 第 2 款中规定的合作伙伴的权利, 若合作伙伴未违反针对相关受支持最终用户应承担的任何义务, 则合作伙伴可通过在任一日历月第一天前三个月书面通知 SAP 后为此类最终用户选择以 SAP Enterprise Support[企业支持]代替 SAP Standard Support[标准支持]。

- 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.

该变更由合作伙伴在通知函中加以说明, 并且, SAP Standard Support[标准支持]在 SAP Enterprise Support[企业支持]开始生效时终止。选择 SAP Enterprise Support[企业支持]适用于相关受支持最终用户的 SAP Standard Support[标准支持]下目前涵盖的所有受支持软件解决方案, 并受 SAP Enterprise Support[企业支持]届时有效的条款和条件约束, 包括但不限于定价。合作伙伴选择 SAP Enterprise Support[企业支持]后, SAP 可要求合作伙伴签署一份或多份新的 SAP 支持销售订单以及体现合作伙伴的选择和 SAP 届时有效的条款和条件的修订或其他文件。SAP Enterprise Support[企业支持]开始提供之日为新初始期限的开始日期。

- 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.

为避免疑义, 合作伙伴终止 SAP Standard Support[标准支持]而改选 SAP Enterprise Support[企业支持]的决定严格适用于受支持最终用户的所有 SAP 支持销售订单; 不允许对涉及受支持最终用户的某些 SAP 支持销售订单进行 SAP Standard Support[标准支持]的任何部分的终止或 SAP Enterprise Support[企业支持]的任何部分的选择。

- 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).

若合作伙伴为受支持最终用户选择以 SAP Enterprise Support[企业支持]代替 SAP Standard Support[标准支持], 则 Article 6 (VAR 交付支持的费用) 将予以适用, 但适用期限应自 Article 9 第 2a)款规定的新初始期限开始之日开始。

Article 10 Continuous Support

第 10 条 持续支持

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).

受支持的每位最终用户必须确保其所有软件安装始终在一种 VAR 交付支持类型 (即 SAP Enterprise Support[企业支持]或 SAP Standard Support[标准支持]) 涵盖的范围之内。若受支持最终用户在 SAP Standard Support[标准支持]范围内运行其软件安装, 则合作伙伴不得向其营销、销售或提供 SAP Enterprise Support[企业支持], 反之亦然; 这包括支持服务从 SAP Standard Support[标准支持]变更为 SAP Enterprise Support[企业支持]等的情况。否则, 合作伙伴必须完全终止其与此类受支持最终用户之间就 VAR 交付支持达成的支持和维护协议。不允许部分终止。若受支持最终用户在 SAP Standard Support[标准支持]范围内运行软件安装, 则合作伙伴不能提供 SAP Enterprise Support[企业支持], 反之亦然。在此情形下, 合作伙伴必须依据 Article 9 (支持服务变更) 的规定为受支持最终用户变更支持服务。

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.

若合作伙伴在为最终用户订购受支持软件之后未立即为其订购 VAR 交付支持, 而是稍后订购, 以便获得新软件版本, 或者 VAR 交付支持依据 Article 8 (SAP 支持销售订单的期限和终止) 第 2 款的规定终止或在一段时间内拒绝使用, 且随后申请提供或恢复该支持服务, 则合作伙伴必须支付其同意在订购受支持软件后立即订购 VAR 交付支持时同意支付的 VAR 交付支持费用 (按照价目表的规定), 方能为此类最终用户获得 VAR 交付支持。在此类情形下, SAP 将就 VAR 交付支持的此类应计费用和恢复费开具发票。合作伙伴应立即支付全部应计费用和恢复费。该规定同样适用于依据 Article 13 (本 VAR 交付支持模式的期限和终止) 取消或终止或以其他方式终止、之后又重新激活或重新签署本 VAR 交付支持模式的情形。

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

为避免疑义, Article 10 (持续支持) 第 2 款也将适用于:

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 与合作伙伴之前达成的符合以下条件的任何 SAP enterprise support[企业支持]或 SAP standard support[标准支持]订单: 依据原先的 "PartnerEdge 渠道合作伙伴协议" (如本协议所定义) 就 VAR 交付支持达成的或续签的或者与之相关的, 之后在该原先的 "PartnerEdge 渠道合作伙伴协议" 规定下终止, 且随后根据本 VAR 交付支持模式请求提供、重新签订或恢复的 (但不包括任何与 SAP Business One 有关的订单); 和

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 与合作伙伴之前达成的符合以下条件的任何 SAP enterprise support[企业支持]或 SAP standard support[标准支持]订单: 依据原先的 SMB 经销商协议或其他原先的 SAP 合作伙伴转售协议, 就合作伙伴提供支持达成的或者与之相关的, 之后在该原先的 SMB 经销商协议或其他原先的 SAP 合作伙伴转售协议规定下终止, 且随后根据本 VAR 交付支持模式请求提供、重新签订或恢复的 (但不包括任何与 SAP Business One 有关的订单)。

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.

若合作伙伴希望向目前正在接受 SAP 交付支持但希望从合作伙伴处订购 VAR 交付支持而又不打算购买任何新的受支持软件的最终用户提供 VAR 交付支持, 则合作伙伴必须满足 RSPI 中规定的一定额度的最低年收入。

Article 11 Maintenance Phases

第11条 维护阶段

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 交付支持根据每个软件版本届时适用的维护阶段提供, 详情请参见 SAP Service Marketplace, 网址为: <http://support.sap.com/releasestrategy>。

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>.

VAR 交付支持 (见第二部分第 A 节 (VAR 交付支持下的标准服务) 中的规定) 的服务范围取决于软件版本的各个维护阶段。SAP 将仅在第一个维护阶段, 即所谓的 "主流维护" 阶段, 提供全方位的 VAR 交付支持。"主流维护" 过期后, SAP 可提供其他服务。有关服务的最新版本计划信息和其他信息, 请查阅产品可用性矩阵 (PAM), 网址为: <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.

合作伙伴确认, SAP 不会为生产商已经不再提供支持的第三方操作系统、数据库或其他中间件组件提供支持。SAP 仅能在相关生产商为其产品提供维护和支持的前提下以及此范围内, 为第三方操作系统、数据库或其他中间件组件提供支持。合作伙伴有义务通知受支持最终用户将第三方操作系统、数据库或其他中间件组件升级到最新版本。

Article 12 Limitations

第 12 条 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 将仅支持直接或通过合作伙伴向其订购 SAP Enterprise Support[企业支持]或 SAP Standard Support[标准支持]的受支持最终用户分销的受支持软件，但在以下情况下，SAP 将不提供支持：因合作伙伴或受支持最终用户在未经 SAP 授权的情况下修改受支持软件或违反许可规定引发任何事件，或者因使用非经 SAP 作为受支持软件的一部分分销的软件引发任何问题时。

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

对于非经 SAP 作为受支持软件的一部分分销的第三方软件，SAP 不会提供任何支持服务。

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.

对于属于合作伙伴或受支持最终用户的责任范围，由于安装不当、受支持最终用户培训不过关、业务设计缺乏或不正确、操作不当或硬件故障等原因而产生的事件，SAP 不会提供任何支持服务。

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 交付支持的范围仅限于解决由受支持软件造成的事件和问题，并不包括使用和操作问题，这部分由合作伙伴自行决定予以提供。

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/releasestrategy>.

SAP Enterprise Support[企业支持]或 SAP Standard Support[标准支持]根据届时适用的价目表以及 <http://support.sap.com/releasestrategy> 下当前所列软件版本维护阶段，通过合作伙伴向受支持最终用户订购的受支持软件提供。

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 会就直接或由合作伙伴依据销售企业预置型模式向受支持最终用户分销的第三方软件提供 VAR 交付支持，但仅限于拥有第三方软件的第三方方向 SAP 提供此类支持的范围。SAP 不会为已经超出提供商/供应商支持范围的操作系统、数据库和其他第三方组件提供支持。为获得针对此类第三方软件的 VAR 交付支持，受支持最终用户可能必须同时升级至最新的操作系统、数据库和其他第三方组件。SAP 仅能在操作系统、数据库和其他第三方组件各自的提供商/供应商为其产品提供扩展支持的情况下支持上述产品。若此扩展支持定义为由供应商收费，则 SAP 会为通过 SAP 许可的这些供应商的产品提供收费的扩展支持。定价信息可根据要求提供（有关供应商/提供商产品的详细信息，请参见 SAP Service Marketplace，网址为 <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.

若不能使用由 SAP 或合作伙伴提供的维护服务，如面向受支持最终用户的远程服务、SAP 技术质量检查和 SAP EarlyWatch Alert[早期预警]和/或远程连接，将导致 SAP 无法发现潜在问题并提供消除这些问题的支持服务。这样又将导致软件性能不佳，对此 SAP 不承担任何责任。

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.

在事先未征得 SAP 书面批准的情况下，合作伙伴不得将 VAR 交付支持的任何或所有部分转包给第三方。在 SAP 批准合作伙伴进行此类转包的情况下，仍由合作伙伴对 SAP 全权负责履行在本 VAR 交付支持模式中规定的合作伙伴义务。

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

SAP 不提供任何有关第三方软件功能的培训。

Article 13 Term and Termination of this VAR Delivered Support Model

第 13 条 本 VAR 交付支持模式的期限和终止

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.

期限。本 VAR 交付支持模式自 VAR 交付支持协议规定的生效日期起生效，效力持续至同年 12 月 31 日（包括当日）。此后，该期限将自动续展下一个整年。

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.

任意终止。任意一方均可在每年 12 月 31 日前通过提前 3 个月发出书面通知，任意终止本 VAR 交付支持模式。

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.

自动终止。销售企业预置型模式终止、解除或以其他方式结束时，本 VAR 交付支持模式将同时自动终止。

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:

因正当理由终止: 除 PartnerEdge GTC 第一部分第 10 条 (因正当理由终止) 中规定的终止理由外, 在以下情况下, SAP 可在书面通知合作伙伴之后立即终止本 VAR 交付支持模式:

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

SAP 有合理理由认为合作伙伴在向最终用户提供 VAR 交付支持时的行为损害了 SAP 合法权益的情况。这包括因合作伙伴未遵守 SAP 届时有效的 VAR 交付支持质量标准而致使 SAP 的品牌声誉置于风险之中的情形; 以及

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 maintenance 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.

合作伙伴 (i) 针对 SAP 产品营销或销售第三方维护服务的情况, 或者 (ii) 允许第三方为 SAP 产品直接或间接提供维护服务的情况, 上述两种情况的前提是, SAP 有合理理由认为此行为对 SAP 的知识产权或 SAP 的保密信息构成威胁。

5. Consequences of Termination.

终止的影响。

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.

若本 VAR 交付支持模式终止、解除或以其他方式结束, 则合作伙伴依据本 VAR 交付支持模式 Article 1 (互动模式) 的规定向任何最终用户营销、销售和提供 VAR 交付支持的权利也将立即终止。在此情况下, Article 5 (支持授权) 或 Article 8 (SAP 支持销售订单的期限和终止) 均不予适用。

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.

本 VAR 交付支持模式终止、解除或以其他方式结束后, SAP 应尽力将所有相关 SAP 支持销售订单移交给 SAP 或拥有支持授权的其他 SAP 合作伙伴 (取决于受支持的每位最终用户的选择)。合作伙伴同意, 为所有 SAP 支持销售订单向 SAP 或拥有支持授权的其他 SAP 合作伙伴 (取决于受支持的每位最终用户的选择) 的移交事宜积极给予支持。若受支持最终用户希望从其他拥有支持授权的 SAP 合作伙伴处获取 VAR 交付支持, 合作伙伴授予 SAP 将各个 SAP 支持销售订单中的费用 (维护百分比、维护基数以及软件合作伙伴购买价格) 披露给向其移交该 SAP 支持销售订单的相关 SAP 合作伙伴的权利。合作伙伴必须在与每位受支持最终用户签订的支持和维护协议中保证 SAP 在收到或发送有关本 VAR 交付支持模式的终止通知后会立即联系此类最终用户。

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.

特此澄清: 失去支持授权不会导致自动终止本 VAR 交付支持模式, 亦不会导致失去提供 VAR 交付支持的权利。若合作伙伴失去支持授权, 但本 VAR 交付支持模式尚未终止, 则 Article 5 (支持授权) 应予以适用。

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 建议合作伙伴在与受支持最终用户签署的支持和维护协议中体现此处 Article 13 (VAR 交付支持的期限和终止) 所规定的条款和条件。

PART 2 – Support Services

第二部分 — 支持服务

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 交付支持的范围内, 受支持最终用户应至少获得下文所述的各项服务。除依据本 VAR 交付支持模式提供的服务外, 合作伙伴还可提供其他服务。

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.

所有权利和义务均适用于 SAP 与合作伙伴之间。本 VAR 交付支持模式并非就特定最终用户的权益达成的协议, 且不予任何最终用户向 SAP 提起诉讼的权利。

A. Standard Services under VAR Delivered Support

VAR 交付支持下的标准服务

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.

本节（第 A 节）（VAR 交付支持下的标准服务）介绍了合作伙伴可申请提供且 SAP 应向其提供的标准服务，此类服务应属于 SAP 在地域内向合作伙伴普遍提供的且受支持的最终用户依据 VAR 交付支持应从合作伙伴处获取的服务范围内。确切的服务范围取决于受支持最终用户所选择的 VAR 交付支持类型、维护阶段（详见第一部分 Article 11（维护阶段））以及受支持的产品系列。

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 Enterprise Support[企业支持]与 SAP Standard Support[标准支持]之间的主要区别体现在 SAP 提供的支持服务范围上，而在两种情形下，合作伙伴对最终用户和 SAP 承担的职责大致相同（请参见第 C 节（合作伙伴对 SAP 与受支持最终用户承担的职责））。

Article 1 Scope of SAP Enterprise Support

第 1 条 SAP Enterprise Support[企业支持]的范围

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（SAP Enterprise Support[标准支持]范围）中所列的以下支持范围适用于 SAP Enterprise Support[标准支持]，SAP 将针对就 SAP Enterprise Support[标准支持]达成的各个 SAP 支持销售订单提供该范围内的支持服务：

Continuous Improvement and Innovation

持续的改进和创新

- 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).

经许可的受支持软件的新软件版本以及用于升级的工具和程序。SAP 支持在主流维护过程中升级到新的受支持软件版本。SAP 不支持在扩展维护或客户特定维护过程中升级到新的受支持软件版本，除非此步骤是在主流维护过程中升级到目标受支持软件版本的多个步骤中不可缺少的一个步骤。有关维护阶段的信息，请参见第一部分 Article 11（维护阶段）。

- 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.
支持包：用于减少实施单项修正工作量的修正包。支持包还可能包含用于根据变更的法律和法规要求来调整现有功能的修正内容。
- 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.
针对 SAP Business Suite 7 版本的核心应用程序（从 SAP ERP 6.0 和 SAP CRM 7.0、SAP SCM 7.0、SAP SRM 7.0 和 SAP PLM 7.0 版本开始提供，这些版本于 2008 年推出），SAP 通过增强包或其他可用途径来提供增强功能和/或创新内容。在 SAP 核心应用程序版本的主流维护阶段，SAP 的现行做法是每日历年提供一个增强包或其他更新服务。
- 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.
技术更新以支持第三方操作系统和数据库。SAP 软件应用程序可用的 ABAP 源代码，以及另外发布并支持的功能模块。
- 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.
对于变更配置设置或受支持软件升级等软件变更管理，采用内容和信息材料、客户端复制工具和实体复制工具、比较自定义工具等提供支持。
- Configuration guidelines and content for Supported Software are usually shipped via SAP Solution Manager.
受支持软件的配置指南和内容通常通过 SAP Solution Manager[解决方案管理器]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.
提供针对 SAP System Administration[系统管理]的最佳实践以及用于受支持软件的 SAP 解决方案运维。详情请参见 SAP Service Marketplace。
- SAP configuration and operation content is supported as integral part of the Supported Software.
SAP 配置与运维内容作为受支持软件不可或缺的一部分受到支持。
- 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 应用程序生命周期管理的内容、工具和流程说明是 SAP Solution Manager[解决方案管理器]、受支持软件和/或受支持软件适用文档的组成部分。

Global Support Backbone

全球支持中枢

- 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 的知识数据库和 SAP 用于传输知识的外联网，SAP 通过该站点仅向 SAP 的客户、最终用户和合作伙伴提供内容和服务。
- 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 上的 SAP Notes 用于记录软件故障，包含有关如何修正、避免和回避错误的信息。SAP Notes 中可能包含受支持最终用户可以实施到其 SAP 系统中的编码修正。SAP Notes 还会记录客户、最终用户和合作伙伴提出的问题 and 难题以及建议的解决方案（如定制设置）。
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
SAP 注释助手：一种用于安装 SAP 组件特定修正和改进的工具。
- SAP Solution Manager - as described in Section B. Article 3 (SAP Solution Manager).
SAP Solution Manager[解决方案管理器]：参见第 B 节 Article 3（SAP Solution Manager[解决方案管理器]）。

Technical Quality Checks

技术质量检查

- 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.

如收到 SAP EarlyWatch Alert[早期预警]报告的重要警报或出现重大问题，合作伙伴可以请求 SAP 为受支持的特定最终用户提供技术质量检查，详见技术支持指南（“**技术质量检查**”或“**TQC**”）。在收到此类请求之后，SAP 会针对受支持最终用户的情形进行分析，如需在受支持最终用户的地点处理重要警报或重大问题，或者需要缓解紧急情形，SAP 将提供技术质量检查。

- 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 可能由一项或多项手动服务、自助服务或自动远程服务会话组成。每次技术质量检查结束时，SAP 都将向合作伙伴和/或受支持的最终用户提供一项行动计划和/或书面建议。技术质量检查会话可能由 SAP 和/或经认证的 SAP 合作伙伴（作为 SAP 的分包商）根据 SAP 标准和方法提供。

- SAP cannot deliver a TQC for Third Party Software.
SAP 不会为第三方软件提供 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 只能重新计划一次。重新计划至少需要在计划交付日期前二十个工作日进行。否则，SAP 没有义务提供 TQC。
- 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.
技术质量检查仅可由合作伙伴为受支持的特定最终用户请求提供。合作伙伴负责确保受支持的最终用户已满足技术支持指南中针对服务详细列出的所有技术前提条件。
- 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.

合作伙伴可以根据届时适用的价目表为受支持的特定最终用户申请其他 SAP 服务（TQC 服务组合以内或以外的服务）（详情参见：<https://support.sap.com/support-programs-services.html>）。

Other Components, Methodologies, Content and Community Participation

其他组件、方法、内容与社区参与

- Monitoring components and agents for systems to monitor available resources and collect system status information of the Supported Software (e.g. SAP EarlyWatch@ Alert).
监控系统组件和代理用于监控可用资源和收集受支持软件（如 SAP EarlyWatch Alert[早期预警]）的系统状态信息。
- 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:
预配置测试模板和测试案例通常通过 SAP Solution Manager[解决方案管理器]提供。此外，SAP Solution Manager[解决方案管理器]还通过各项功能协助受支持的最终用户进行测试，这些功能目前包括：
 - Test administration for Supported Software by using the functionality provided as part of the SAP Solution Manager
使用作为SAP Solution Manager[解决方案管理器]一部分提供的功能对受支持软件进行测试管理
 - Quality Management for management of „Quality-Gates“
使用质量管理管理“质量关口”
 - SAP-provided tools for automatic testing
由SAP提供的自动测试工具
 - 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>).
由SAP提供的用于协助优化回归测试范围的工具。这些工具可以识别受SAP软件解决方案变更计划影响的业务流程，提出测试范围建议，还可以制定测试计划（详情参见：<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.
旨在帮助提高效率的内容和辅助工具，其中可能包括实施方法和标准程序、实施指南（IMG）以及业务配置（BC）套件。
- 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:
通过 SAP Service Marketplace 访问指南，其中包括实施和操作最佳实践、流程以及用于降低成本和风险的内容。这类内容目前包括：
 - 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.
端到端解决方案运维：协助受支持的最终用户优化其SAP软件解决方案的端到端运维。
 - 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：协助受支持的最终用户进行应用程序管理、业务流程运作以及SAP NetWeaver技术平台管理，目前包括：
 - The SAP standards for solution operations
针对解决方案运维的SAP标准
 - The roadmap of Run SAP to implement end-to-end solution operations
用于实施端到端解决方案运维的Run SAP路线图
 - 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>.
包括SAP Solution Manager[解决方案管理器]应用程序管理解决方案在内的各种工具。有关Run SAP方法的更多信息，请参见：<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.

参加SAP的客户和合作伙伴社区（通过SAP Service Marketplace），这些社区提供最佳业务实践和服务产品等的相关信息。

Mission Critical Support

关键任务支持

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

SAP 应为合作伙伴提供如下关键任务支持:

- 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.
当合作伙伴报告事件时, SAP可向合作伙伴提供有关如何修正、避免或回避错误的信息支持。由SAP提供的支持基础架构将作为这种支持的主要渠道。合作伙伴可随时发送事件。参与事件处理流程的所有人员可随时获取事件状态。有关详细的事件优先级定义, 请参见SAP注释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). 如发生第一优先级的事件或重大问题, 合作伙伴还可通过电话联系SAP。对于此类联系(另有规定), SAP要求合作伙伴根据第C节Article 2 (有关受支持最终用户协议的要求)的规定提供远程访问权限。
- 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).
SAP 针对第一优先级事件提供的全球事件处理, 包括 SAP 与合作伙伴依据第 B 节 Article 2 第 1 款 (SAP Enterprise Support[企业支持]的服务水平协议)的规定达成的服务水平协议。
- 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. 除第一优先级事件外, SAP 还将接收由 SAP EarlyWatch Alert[早期预警]报告的重要警报以及合作伙伴报告的重大问题。SAP 将查看由 SAP EarlyWatch Alert[早期预警]报告的重要警报并直接与受支持的最终用户和/或合作伙伴合作解决重大问题。
- Global 24x7 Incident root cause analysis and escalation procedures in accordance with Section B. Article 2 (Service Level Agreement).
24x7 全天候全球事件根本原因分析和上报程序, 详情参见下方的第 B 节 Article 2 (服务水平协议)。
- 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).
自定义代码根本原因分析: 针对通过 SAP 开发工作台构建的自定义代码, SAP 根据服务水平协议规定的初始响应时间, 对第一优先级事件提供关键任务事件根本原因分析, 参见第 B 节 Article 2 (服务水平协议)。若自定义代码根据 SAP 届时的标准予以记录(详情请参见 <http://support.sap.com>), SAP 会提供相关指导, 协助合作伙伴解决事件。
- Partner gets access to the Partner Support Advisory Center as described in Section B. Article 5 (Partner Support Advisory Center).
合作伙伴根据第 B 节 Article 5 (合作伙伴支持咨询中心)的规定获得合作伙伴支持咨询中心的访问权限。

Article 2 Scope of SAP Standard Support

第 2 条 SAP Standard Support[标准支持]的范围

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 Article 2 (SAP Standard Support[标准支持]范围)中所列的以下支持范围适用于 SAP Standard Support[标准支持], SAP 将针对就 SAP Standard Support[标准支持]达成的各个 SAP 支持销售订单提供该范围内的支持服务:

Continuous Improvement and Innovation

持续的改进和创新

- 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).
经许可的受支持软件的新软件版本以及用于升级的工具和程序。SAP 支持在主流维护过程中升级到新的受支持软件版本。SAP 不支持在扩展维护或客户特定维护过程中升级到新的受支持软件版本, 除非此步骤是在主流维护过程中升级到目标受支持软件版本的多个步骤中不可缺少的一个步骤。有关维护阶段的信息, 请参见第一部分 Article 11 (维护阶段)。
- 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.
支持包: 用于减少实施单项修正工作量的修正包。支持包还可能包含用于根据变更的法律和法规要求来调整现有功能的修正内容。
- 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.
针对 SAP Business Suite[商务套件]7 版本的核心应用程序(从 SAP ERP 6.0 和 SAP CRM 7.0、SAP SCM 7.0、SAP SRM 7.0 和 SAP PLM 7.0 版本开始提供, 这些版本于 2008 年推出), SAP 通过增强包或其他可用途径来提供增强功能和/或创新内容。在 SAP 核心应用程序版本的主流维护阶段, SAP 的现行做法是每日历年提供一个增强包或其他更新服务。
- 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.
技术更新以支持第三方操作系统和数据库。SAP 软件应用程序可用的 ABAP 源代码, 以及另外发布并支持的功能模块。
- 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.
对于变更配置设置或受支持软件升级等软件变更管理, 采用内容和信息材料、客户端复制工具和实体复制工具、比较自定义工具等提供支持。

Global Support Backbone

全球支持中枢

- 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 的知识数据库和 SAP 用于传输知识的外联网，SAP 通过该站点仅向 SAP 的客户、最终用户和合作伙伴提供内容和服务。
- 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 上的 SAP Notes 用于记录软件故障，包含有关如何修正、避免和回避错误的信息。SAP Notes 中可能包含受支持最终用户可以实施到其 SAP 系统中的编码修正。SAP Notes 还会记录客户、最终用户和合作伙伴提出的问题 and 难题以及建议的解决方案（如定制设置）。
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
SAP 注释助手：一种用于安装 SAP 组件特定修正和改进的工具。
- SAP Solution Manager - as described in Section B. Article 3 (SAP Solution Manager).
SAP Solution Manager[解决方案管理器]：参见第B节Article 3（SAP Solution Manager[解决方案管理器]）。

Incident Handling

事件处理

- 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.
当合作伙伴报告事件时，SAP可向合作伙伴提供有关如何修正、避免或回避错误的信息支持。由SAP提供的支持基础架构将作为这种支持的主要渠道。合作伙伴可随时发送事件。参与事件解决流程的所有人员可随时获取已提交事件的状态。有关详细的事件优先级定义，请参见SAP注释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). 如发生第一优先级的事件或重大问题，合作伙伴还可通过电话联系SAP。对于此类联系（另有规定），SAP要求合作伙伴根据第C节Article 2（有关受支持最终用户协议的要求）的规定提供远程访问权限。
 - SAP will commence Incident handling on Priority 1 Incidents within 24 hours, 7 days a week provided that the following conditions are met:
对于第一优先级的事件，SAP将在24小时（7X24全天候）内启动事件处理流程。但必须符合以下条件：
 - (i) The Incident must be reported in English; and
必须使用英语报告事件；
 - (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.
合作伙伴必须指定一名具有相应技能且精通英语的员工，以便在SAP将问题事件发送至海外SAP支持中心时，合作伙伴和SAP也能顺畅沟通。
- 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.
未满足以上一项条件或两项条件的，在满足上述条件之前，SAP可能无法启动事件处理流程或继续处理事件，并且免于承担协议项下规定的责任。
- Global 24x7 escalation procedures.
24x7 全球上报程序。

Remote Services for Supported End Users under SAP Standard Support

SAP Standard Support[标准支持]下适用于受支持最终用户的远程服务

- 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 Standard Support[标准支持]目前包含有限的远程服务选项。可用服务在技术支持指南中列出。每项服务可包含一个或多个服务会话。
- 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.
为满足远程服务要求的交付日期，合作伙伴必须至少在要求的服务交付日期前两个月订购远程服务。远程服务的权利仅适用于特定安装，不能转让给其他安装。

Other Components, Methodologies, Content and Community Participation

其他组件、方法、内容与社区参与

- Monitoring components and agents for systems to monitor available resources and collect system status information of the Supported Software (e.g. SAP EarlyWatch Alert).
系统监控组件和代理用于监控可用资源和收集受支持软件（如：SAP EarlyWatch Alert[早期预警]）的系统状态信息。
- Administrative integration of distributed systems through SAP Solution Manager for the purposes of SAP EarlyWatch Alert.
出于SAP EarlyWatch Alert[早期预警]的需要，通过SAP Solution Manager[解决方案管理器]对分布式系统进行的管理性集成。
- 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.
旨在帮助提高效率的内容和辅助工具，其中包括实施方法和标准程序、实施指南（IMG）和业务配置（BC）套件。
- 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.
通过SAP Service Marketplace访问指南，其中包括实施和操作最佳实践、流程以及用于降低成本和风险的内容。
- Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides information about best business practices, service offerings, etc.
参加SAP的客户和合作伙伴社区（通过SAP Service Marketplace），这些社区提供最佳业务实践和服务产品等的相关信息。

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

SAP 依据本 VAR 交付支持模式向合作伙伴提供的服务和权益

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.

为支持合作伙伴向受支持的最终用户提供高质量的支持服务，SAP 还针对每个支持销售订单向合作伙伴提供以下服务和权益。

Article 1 SAP's support tasks

第 1 条 SAP 的支持任务

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 或第三方供应商（若事件与第三方软件有关）将执行下面列出的支持任务（以下简称“**开发支持**”），但前提是，该事件由受支持软件的产品缺陷导致，且 SAP 尚未在 SAP Service Marketplace 上针对此类产品缺陷发布解决方案，并且合作伙伴已履行第 C 节（合作伙伴对 SAP 与受支持最终用户承担的职责）中规定的所有合作伙伴支持职责：

- Analyzing in detail all recorded traces and Incidents forwarded by Partner concerning a Supported End User.
详细分析合作伙伴所转发的有关受支持最终用户的所有记录线索和事件。
- Accessing Supported End User systems if necessary:
如有必要，访问受支持最终用户的系统：
 - To analyze the Supported End User's system regarding the Incident.
针对事件分析受支持最终用户的系统。
 - To assist the Partner in performing the required and applicable Incident Remedy by using workaround recommendations or fixes.
通过提出应急方案建议或利用修复手段，协助合作伙伴对事件进行合适且必要的补救。
 - To change coding, provide fixes and create patches.
更改编码、进行修复并创建修补程序。
- Creating or modifying existing SAP Notes regarding:
创建或修改现有的 SAP Notes，其内容涉及：
 - The identified cause of the Incident.
引起事件的确定原因。
 - Resolution of the issue with all relevant information and material (e.g. bug fixes, patches, description of workarounds).
问题解决流程，包括所有相关的信息和材料（如缺陷修复、修补程序、应急方案描述）
- Specifying and communicating the expected time when patches, bug fixes or support packages will be provided to remedy specific defects in the Software.
告知通过修补程序、缺陷修复或支持包修补特定软件缺陷时预计需要的时间。
- Recommending solutions or workarounds for Supported End User's Incident to Partner.
针对受支持最终用户的事件向合作伙伴提供解决方案建议或应急方案建议。

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).

对于第一优先级以外的事件，SAP 将在当地办公时间内为合作伙伴提供开发支持。第一优先级的事件应根据第 B 节 Article 2（服务水平协议）的规定进行处理。

Article 2 Service Level Agreement

第 2 条 服务水平协议

1. Service Level Agreement for SAP Enterprise Support

SAP Enterprise Support[企业支持]的服务水平协议

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.

SAP 向合作伙伴提供的以下服务水平协议（以下简称“**SLA**”）仅适用于就 SAP Enterprise Support[企业支持]达成的各个 SAP 支持销售订单。这些 SLA 适用于 SAP 作为第一优先级接收的且满足以下所述前提条件的所有事件。

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.

合作伙伴确认，在受支持软件包含由 SAP 从第三方获得许可或转售的产品和/或软件组件的情况下，SAP 需要获得这些第三方的支持来满足 SLA 要求。

a) SLA for Initial Response Time

针对初始响应时间的 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**”).

第一优先级事件（“非常高”）。SAP通过SAP支持网络收到（24X7全天候）符合SAP注释67739详细规定的“非常高”优先级定义的事件的，应在收到此类“非常高”优先级事件后的一小时内对其做出响应。“非常高”优先级事件是指在问题对正常业务流程或与核心业务流程相关的IT流程产生非常严重的影响，且无法执行紧急关键业务工作时发出的事件。有关更多详情，请参见SAP注释67739（“**第一优先级事件**”）。

b) SLA for Corrective Action

针对纠正措施的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应在通过SAP支持网络收到（24X7全天候）此类第一优先级事件的四小时内提供用于解决问题的解决方案、应急措施或行动计划（以下简称“**纠正措施**”）（“**针对纠正措施的SLA**”）。将行动计划作为纠正措施提交给合作伙伴或受支持的最最终用户的，此类行动计划应包括：

- i. status of the resolution process;
解决过程的状态；
- ii. planned next steps, including identifying responsible SAP resources;
后续行动计划，包括确定SAP的负责人；
- iii. required actions from Partner or Supported End User to support the resolution process;
合作伙伴或受支持最最终用户为支持解决过程所需采取的行动；
- iv. to the extent possible, planned dates for SAP’s actions; and
在可行范围内制定的SAP计划行动日期，以及
- 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下一次状态更新的日期和时间。后续状态更新应包括以下内容的汇总：目前为止所采取的措施、计划执行的后续措施、以及后续状态更新的日期和时间。

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

针对纠正措施的SLA仅指事件在SAP接受处理时的处理时间（以下简称“**处理时间**”）。处理时间不包括事件状态为“客户行动”、“已提供解决方案”、“发送至SAP合作伙伴”或“合作伙伴客户行动”时的时间，其中：

- i. the status Customer Action means the Incident was handed over to Partner or Supported End User; and
“客户行动”状态表示事件已经移交给合作伙伴或受支持的最最终用户；
- ii. the status Solution Provided means SAP has provided a Corrective Action as outlined herein.
“已提供解决方案”状态表示SAP已提供本协议项下所述的纠正措施。

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.

如SAP在四小时处理时间内提出解决方案、应急方案或行动计划，或者合作伙伴或受支持的最最终用户同意降低事件的优先级，则应视为已符合针对纠正措施的SLA。

c) Prerequisites

前提条件

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

仅在事件满足以下前提条件的情况下方能适用SLA:

- 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”;
在除第A节Article 1（SAP Enterprise Support[企业支持]的范围，关键任务支持）的“自定义代码的根本原因分析”以外的所有情况下，事件与SAP分类为“无限制发售”状态的受支持软件的版本有关；
- ii. Incidents are submitted by Partner or Supported End User in English;
事件由合作伙伴或受支持最最终用户以英文形式提交；
- 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).
事件与处于主流维护或扩展维护阶段（详见第一部分Article 11（维护阶段））的受支持软件的产品版本有关。
- 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用于分析特定事件类型且可供VAR交付支持使用的支持工具（例如当前用于Java相关事件的SAP Solution Manager[解决方案管理器]诊断工具）由合作伙伴和/或受支持最最终用户实施。需要由合作伙伴和/或受支持的最最终用户安装的必要支持工具的清单已公布在SAP Service Marketplace上。
- v. the issue and its business impact are described in detail sufficient to allow SAP to assess the issue;

问题及其业务影响描述得足够详细，足以支持SAP评估该问题；

- 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
合作伙伴指定一名精通英语的联系人与SAP进行24x7的全天候沟通，该联系人需接受过足够的培训、具备充足的知识，可依据本协议下规定的合作伙伴义务协助处理第一优先级事件；并且
- vii. a contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.
指定一名联系人负责向SAP开启系统的远程连接以及提供必要的登录数据。

d) Exclusions

例外情况

The following types of Priority 1 Incidents are excluded from the SLAs:

以下类型的第一优先级事件不包含在 SLA 范围内：

- 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;
与专为受支持最终用户开发（包括但不限于由 SAP 自定义开发部门和/或 SAP 子公司开发）的受支持软件的发布、版本和/或功能相关的事件，通过 SAP 开发工作台开发的自定义代码除外；
- 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
不作为受支持软件一部分而作为合作伙伴扩展组件、增强或修改的国家/地区版本的相关事件明确除外，即使这些国家/地区版本是由 SAP 或 SAP 关联公司创建而成；以及
- 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).
引起事件的根本原因并非功能故障而是功能缺失（“开发请求”），或者事件被归为咨询请求（根据 SAP 注释 83020）。

2. Service Level Agreement for SAP Standard Support

SAP Standard Support[标准支持]的服务水平协议

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.

未就 SAP Standard Support[标准支持]提供服务水平协议。然而，SAP 应在通过 SAP 支持网络收到此类第一优先级事件后的二十四小时（7X24 全天候）内开始对第一优先级的事件进行处理。但需满足以下前提条件：事件以英语报告，且合作伙伴和受支持的最终用户指定一名具有相应技能并精通英语的联系人，以便在 SAP 将事件分配给海外 SAP 支持组织中心时能够与 SAP 进行顺畅沟通。

Article 3 SAP Solution Manager

第 3 条 SAP Solution Manager[解决方案管理器]

1. Price and Usage Rights granted by SAP to Partner

价格及 SAP 授予合作伙伴的使用权利

SAP provides usage rights for the SAP Solution Manager to Partner as set out below.

SAP 向合作伙伴提供以下列出的 SAP Solution Manager[解决方案管理器]的使用权利。

- 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 向合作伙伴提供此处 Article 3（SAP Solution Manager[解决方案管理器]）详细规定的 SAP Solution Manager[解决方案管理器]的使用权利，且不收取额外费用。

- 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 不会向合作伙伴收取 SAP 公司网络内因合作伙伴的 SAP Solution Manager[解决方案管理器]与 SAP 支持网络集成产生的任何集成费用。另外，对于合作伙伴与 SAP 之间通过 SAP Solution Manager[解决方案管理器]进行事件移交所产生的 SAP 内部基础架构和 SAP 公司网络的所有相关成本，SAP 也不会向合作伙伴进行任何收费。

- c) Usage rights under SAP Enterprise Support:

SAP Enterprise Support[企业支持]下的使用权利：

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

对于其受支持软件属于 SAP Enterprise Support[标准支持]范围内的受支持最终用户，合作伙伴仅可出于以下目的使用 SAP Solution Manager[解决方案管理器]：

- 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
交付 SAP Enterprise Support[企业支持]和受支持软件的支持服务，包括软件交付和安装以及受支持软件的技术维护；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:

面向受支持软件和任何其他软件组件及受支持最终用户从第三方处获得许可的或以其他方式取得的 IT 资产的应用程序生命周期管理，前提是，此类第三方软件、软件组件和 IT 资产与受支持软件一起运行，且是完成 SAP Solution Manager[解决方案管理器]解决方案文档中记录的受支持最终用户的业务流程所需的（“其他受支持资产”）。前述应用程序生命周期管理仅限于以下目的：

- implementation, configuration, testing, operations, continuous improvement and diagnostics;
执行、配置、测试、运行、持续改进和诊断；
- Incident management (service desk), problem management and change request management as enabled using SAP CRM technology integrated in SAP Solution Manager; and
通过使用 SAP Solution Manager[解决方案管理器]中所含的 SAP CRM 技术激活的事件管理（服务台）、问题管理和变更请求管理；以及
- 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.
通过使用 SAP Solution Manager[解决方案管理器]中所含的 SAP NetWeaver 技术激活的管理、监控、报告和商务智能。如果合作伙伴获得了适当的 SAP BI 软件许可，则也可以执行商务智能。

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.

对于上文 Article 3（SAP Solution Manager[解决方案管理器]）第 1c) ii 款中所述的应用程序生命周期管理，SAP 授予合作伙伴使用 SAP Solution Manager[解决方案管理器]所需的所有包和指定用户（或亦称为命名用户）许可。

d) Usage rights under SAP Standard Support:

SAP Standard Support[标准支持]下的使用权利：

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

对于其受支持软件属于 SAP Standard Support[标准支持]范围内的受支持最终用户，合作伙伴仅可出于以下目的使用 SAP Solution Manager[解决方案管理器]：

- i. delivery of SAP Standard Support and support services for the Supported Software, including delivery and installation, upgrade and maintenance for Supported Software;
交付 SAP Standard Support[标准支持]和受支持软件的支持服务，包括受支持软件的交付和安装以及升级和维护；
- 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
根据受支持最终用户的请求以及受支持软件的根本原因分析，重新激活支持，包括但不限于应用补救措施（例如，补丁、注释等）；以及
- 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>.
仅使用作为性能基线一部分的方案执行受支持软件管理，性能基线的定义见 SAP Service Marketplace，网址为：
<http://support.sap.com/solutionmanager>。

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.

合作伙伴已为受支持的最终用户购买 SAP Standard Support[标准支持]的，SAP Solution Manager[解决方案管理器]必须明确禁止用于非 SAP 直接授予许可或通过合作伙伴由 SAP 间接授予许可的第三方应用程序或者与受支持软件一起运行的任何其他组件或 IT 资产。

- 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.

不得出于上述目的以外的其他目的使用 SAP Solution Manager[解决方案管理器]。除上述限制规定外，合作伙伴不得将 SAP Solution Manager[解决方案管理器]用于：(i) 诸如服务计划、合同、服务确认管理等 CRM 方案，但 Article 3（SAP Solution Manager[解决方案管理器]）第 1c) ii 款中明确规定的 CRM 方案除外；(ii) 除上述类型外的其他 SAP NetWeaver 使用类型；或 (iii) 应用程序生命周期管理，特别是事件管理（服务台），但不包括受支持最终用户的受支持软件，且若受支持最终用户的受支持软件在 SAP Enterprise Support[企业支持]范围内，则不包括额外支持资产，以及 (iv) 非 IT 共享服务能力，包括但不限于人力资源、财务或采购。

- 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 自行决定在 SAP Service Marketplace 上（<http://support.sap.com/solutionmanager>）随时更新此处 Article 3 中规定的 SAP Solution Manager[解决方案管理器]的用例。

- 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[解决方案管理器]仅应在本 VAR 交付支持模式期限内，专门用于合作伙伴的 SAP 相关支持目的，以支持受支持最终用户的内部业务运营。除此外 Article 3 第 1c)款（SAP Enterprise Support[企业支持]下的使用权利）规定的功能以外，要获得在 SAP Enterprise Support[企业支持]下使用 SAP Solution Manager[解决方案管理器]的其他功能的权利，必须与 SAP 另行签订一份书面协议，即便这些功能可通过 SAP Solution Manager[解决方案管理器]获得或者与之相关也不例外。除此外 Article 3 第 1d)款（SAP Standard Support[标准支持]下的使用权利）规定的功能以外，要获得在 SAP Standard Support[标准支持]下使用 SAP Solution Manager[解决方案管理器]的其他功能的权利，必须与 SAP 另行签订一份书面协议，即便这些功能可通过 SAP Solution Manager[解决方案管理器]获得或者与之相关也不例外。

- 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.

若合作伙伴根据第一部分 Article 9（支持服务变更）第 1 款的规定选择将受支持最终用户的 SAP Enterprise Support[企业支持]替换为 SAP Standard Support[标准支持]，则 Article 3 第 1c)款（SAP Enterprise Support[企业支持]下的使用权利）下针对该受支持最终用户的受支持软件规定的 SAP Solution Manager[解决方案管理器]的 SAP Enterprise Support[企业支持]的使用权利应随之终止，而 Article 3 第 1d)款（SAP Standard Support[标准支持]下的使用权利）规定的 SAP Solution Manager[解决方案管理器]的 SAP Standard Support[标准支持]的使用权利应自就 SAP Standard Support[标准支持]新签订的协议初始期限第一天起开始适用。若合作伙伴根据第一部分 Article 9（支持服务变更）第 2 款的规定选择将受支持最终用户的 SAP Standard Support[标准支持]替换为 SAP Enterprise Support[企业支持]，则 Article 3 第 1d)款（SAP Standard Support[标准支持]下的使用权利）下针对该受支持最终用户的受支持软件规定的 SAP Solution Manager[解决方案管理器]的 SAP Standard Support[标准支持]的使用权利应随之终止，而 Article 3 第 1c)款（SAP Enterprise Support[企业支持]下的使用权利）规定的 SAP Solution Manager[解决方案管理器]的 SAP Enterprise Support[企业支持]的使用权利应自就 SAP Enterprise Support[企业支持]新签订的协议初始期限第一天起开始适用。

- 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.

除合作伙伴的受支持最终用户外，合作伙伴不得将 SAP Solution Manager[解决方案管理器]的使用以服务的形式提供给第三方（即使此类第三方已获得软件许可和指定用户许可）。

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

此处 Article 3（SAP Solution Manager[解决方案管理器]）中的条款也应适用于 SAP Solution Manager[解决方案管理器]的任何后续产品。

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

价格及合作伙伴可授予受支持最终用户的使用权利

- 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:

如受支持的最终用户想要自己运行 SAP Solution Manager[解决方案管理]，则合作伙伴有权授予受支持的最终用户此处 Article 3 第 1 款中规定的上述所有使用权利，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;

合作伙伴仅在以下前提条件下授予受支持的最终用户 Article 3 第 1c)款（SAP Enterprise Support[企业支持]下的使用权利）规定的权利：受支持最终用户的受支持软件属于 SAP Enterprise Support[企业支持]的范围内，且合作伙伴仅在以下前提条件下授予受支持的最终用户 Article 3 第 1d)款（SAP Standard Support[标准支持]下的使用权利）规定的权利：受支持最终用户的受支持软件属于 SAP Standard Support[标准支持]的范围内；

- 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

合作伙伴在与受支持最终用户签订的许可协议中纳入 Article 3 第 1 款（价格及 SAP 授予合作伙伴的使用权利）中规定的相同使用限制。

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

受支持的最终用户在订购或下载 SAP Solution Manager[解决方案管理器]之前接受此类使用权利和限制。

- b) In addition, Partner must ensure that:

另外，合作伙伴必须保证：

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

受支持的最终用户不会向任何第三方转让 SAP Solution Manager[解决方案管理器]的使用权利；

- 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[解决方案管理器]仅供受支持的最终用户授予许可的指定用户使用，且其使用受有关受支持软件的许可权利的约束，并且专门用于受支持最终用户的 SAP 相关支持目的，以支持受支持最终用户的内部业务运营；以及

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

受支持最终用户的使用权利在下列情况下终止，以较早发生者为准：

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

SAP 与合作伙伴之间的 VAR 交付支持模式终止；或

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

合作伙伴与 SAP 就受支持最终用户签订的最后一份 SAP 支持销售订单终止。

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 不建议合作伙伴就 SAP Solution Manager[解决方案管理器]的使用向受支持的最终用户收取费用。

3. Ordering and Operating SAP Solution Manager

SAP Solution Manager[解决方案管理器]的订购和运行

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 注释 925690 中包含有关获取 SAP Solution Manager[解决方案管理器]的重要信息。有关更多信息，例如，有关运行 SAP Solution Manager[解决方案管理器]的信息，可以在 SAP Service Marketplace 中找到，网址为：<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.

合作伙伴通过 SAP 支持网络直接连接到 SAP 以及 SAP 通过远程访问连接到受支持最终用户的系统是实施服务的前提条件。合作伙伴承诺为 SAP 征求访问受支持最终用户系统的必要同意。

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

合作伙伴负责其 SAP Solution Manager[解决方案管理器]的运行和维护以及与 SAP 支持网络的技术集成。

Article 4 Partner Integration with the SAP Support Network and Use of SAP Support Network

第 4 条 合作伙伴与 SAP 支持网络的集成和 SAP 支持网络的使用

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).

合作伙伴必须使用 SAP Solution Manager[解决方案管理器]为部分产品系列提供支持，并且在为其他产品系列提供支持时，也强烈建议使用 SAP Solution Manager[解决方案管理器]。有关详细信息，请参见技术支持指南。必须使用 SAP Solution Manager[解决方案管理器]时，必须通过 SAP Solution Manager[解决方案管理器]或通过 SAP 认可的其他系统（在 PCOE 认证过程中予以批准）履行下述义务。

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

必须使用 SAP Solution Manager[解决方案管理器]且受到第 B 节 Article 3（SAP Solution Manager[解决方案管理器]）规定的使用权利约束的情况下：

a) Partner will implement and operate SAP Solution Manager and use it for providing support services under this VAR Delivered Support Model.

合作伙伴实施和运行 SAP Solution Manager[解决方案管理器]，并将其用于依据本 VAR 交付支持模式提供支持服务。

b) Partner will use SAP Solution Manager to receive Incidents from Supported End Users and to provide Supported End Users with Incident Remedy.

合作伙伴使用 SAP Solution Manager[解决方案管理器]接收来自受支持最终用户报告的事件并为受支持的最终用户提供事件补救措施。

c) Partner will exchange Incidents with SAP exclusively by way of SAP Solution Manager.

合作伙伴仅通过 SAP Solution Manager[解决方案管理器]与 SAP 交流事件。

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.

通过使用 SAP 提供的开放接口，合作伙伴可以将 SAP Solution Manager[解决方案管理器]链接到自己的支持/来电跟踪系统。合作伙伴可免费使用该接口。不过，实施成本将由合作伙伴承担。

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.

对于 SAP 系统外部或不属于 SAP 所有的任何基础架构的事件，SAP 没有责任确保正确的技术传输及相应的传输时间框架。

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

合作伙伴应在成功上线 SAP Solution Manager[解决方案管理器]后向 SAP 发送书面通知。

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

合作伙伴仅负责对受支持的最终用户及其员工就支持架构的使用进行培训。

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>.

合作伙伴除了在 SAP 支持网络内安装和运行 SAP Solution Manager[解决方案管理器]外，还应鼓励受支持的最终用户安装并运行 SAP Solution Manager[解决方案管理器]和其他支持相关的 IT 组件（如果有），以利用更多专门针对受支持最终用户的功能，详情请参见 SAP Service Marketplace，网址为：<http://support.sap.com/solutionmanager>。

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).

如受支持的最终用户安装了 SAP Solution Manager[解决方案管理器]，在事先征得受支持的最终用户同意的前提下，合作伙伴可使用此 SAP Solution Manager[解决方案管理器]远程访问位于受支持的最终用户环境内的受支持软件，以执行事件修补措施。受支持最终用户与合作伙伴对 SAP

Solution Manager[解决方案管理器]的使用不得超出本 VAR 交付支持模式下向其授予的权利，特别是第 B 节 Article 3（SAP Solution Manager[解决方案管理器]规定的权利）。

Article 5 Partner Support Advisory Center

第 5 条 合作伙伴支持咨询中心

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").

对于和 SAP Enterprise Support[企业支持]范围内的受支持软件直接相关的第一优先级事件和重大问题，SAP 将在 SAP 支持组织内安排一个全球支持部门，负责处理合作伙伴提出的关键任务支持相关的请求（以下简称“合作伙伴支持咨询中心”）。

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).

合作伙伴支持咨询中心的职能不同于合作伙伴服务顾问的职能。合作伙伴服务顾问是 SAP PartnerEdge 计划的一项计划优势，主要关注 PartnerEdge 计划的技术实现和运营支持（请参见 SAP PartnerEdge VAR 计划指南）。

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

合作伙伴支持咨询中心将执行以下关键支持任务：

- 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.

远程支持重大问题：若存在威胁受支持最终用户业务的重大问题，则合作伙伴支持咨询中心将作为合作伙伴与之联系的一个上报级别，支持执行 24X7 的全天候的根本原因分析，以确定问题所在。

- 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,.

在发出重大问题通知且 SAP 完成情况分析后，如有必要，可与合作伙伴协作为受支持的最终用户制定技术质量检查服务交付计划，其中包括日程安排和交付协作。

- 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 根据 SAP EarlyWatch Alert[早期预警]和/或技术质量检查（见下文定义）提供的行动计划和/或书面建议表明 SAP Enterprise Support[企业支持]下的受支持软件处于关键状态时，提供相关指导。

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.

指定的合作伙伴支持咨询中心的工作语言为英语，可向联系人（见下文定义）或其授权代表提供 24X7 的全天候服务，协助其解决重大问题相关请求。开通的当地或全球拨入号码请参见 SAP 注释 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.

合作伙伴支持咨询中心仅在以下范围内负责上述关键的支持相关任务：这些任务与涉及 SAP Enterprise Support[企业支持]下的受支持软件的重要 SAP EarlyWatch Alert[早期预警]或重大问题直接相关。

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

为使合作伙伴支持咨询中心能够执行其关键支持任务，合作伙伴必须：

- 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.

为与合作伙伴支持咨询中心进行沟通指派一名精通英语的联系人（以下简称“联系人”），该人员有权访问受支持最终用户的详细信息，例如但不限于，约定设置结构、服务和行动计划数据、服务报告、有关重大问题的最新数据等。

- 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.

提供联系人详细信息（特别是姓名、电子邮件地址和电话号码），以便在出现重大问题和第一优先级事件时，能够随时联系到该联系人或其授权代表。联系人应该是合作伙伴的授权代表，有权代表合作伙伴制定必要决策或避免此类决策受到不当延误。

- 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.

作为合作伙伴与受支持最终用户就 SAP Enterprise Support[企业支持]进行互动的准备工作，特别是针对经由 SAP Solution Manager[解决方案管理器]进行的任何 SAP 技术质量检查交付工作，针对 SAP Enterprise Support[企业支持]下的受支持软件为每位受支持的最终用户执行一项强制性的远程设置服务（以下简称“初步评估”）。初步评估应基于 SAP 标准和文档。设置服务会话期间收集的数据须每年由合作伙伴验证一次。

- 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.

与相关的受支持最终用户联合参与一项针对 SAP Enterprise Support[企业支持]下的受支持软件的持续服务和行动计划流程。该流程应侧重于识别 SAP Enterprise Support[企业支持]生命周期内的特殊事件（如项目计划、实施、上线、持续运行等），并以帮助此类受支持的最终用户降低潜在风险为目标。

- 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.
为SAP Enterprise Support[企业支持]下的受支持软件定期提供服务报告，包括但不限于有关重大问题、当前项目、实施、运行、变更分析、事件管理和支持服务交付等的信息。

- 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.
通过使用SAP Solution Manager[解决方案管理器]或SAP支持网络及时向SAP通知有关SAP Enterprise Support[企业支持]下的受支持软件的重大问题或紧急状况。

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.

在出现重大问题时，如有必要，合作伙伴必须向合作伙伴支持咨询中心提供设置服务的结果、服务和行动计划以及服务报告供其使用。

Article 6 Additional VAR Delivered Support services for Partner

第6条 面向合作伙伴的其他 VAR 交付支持服务

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

SAP每日历年会通过SAP解决方案架构为合作伙伴提供最多五（5）天的以下远程支持服务：

- 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.
协助合作伙伴评估SAP的最新增强包的创新能力以及符合受支持最终用户的业务流程要求的部署方式。
- 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.

针对指定的SAP软件/应用程序或全球支持中枢组件，以为期一天的知识传授会议的形式向合作伙伴提供指导。目前，内容和会议计划列于<http://support.sap.com/esacademy>中。时间安排、可用性和交付方法由SAP决定。

See Technical Support Guide for more details.

参见技术支持指南，了解更多信息。

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 提供由 SAP 解决方案专家交付的特殊远程检查服务，用于分析计划的或现有的修改并确定合作伙伴模板中的自定义代码与增强包及其他受支持软件更新之间可能存在的冲突。针对一个核心业务流程步骤中的具体修改展开各项检查。请注意，某些服务可能不适用于某系列受支持软件产品。

- 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.

修改原因（“MJC”）：在合作伙伴提供 SAP 所需的有关在 SAP Solution Manager[解决方案管理器]中计划进行的或现有的自定义修改的范围和设计文档的基础上，SAP 确定可满足合作伙伴要求的受支持软件的标准功能。

- 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.

自定义代码可维护性（“CCMC”）：在合作伙伴提供 SAP 所需的有关在 SAP Solution Manager[解决方案管理器]中计划进行的或现有的自定义修改的范围和设计文档的基础上，SAP 确定可用于区分自定义代码和 SAP 代码的用户出口和服务。

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).

合作伙伴每日历年可针对每个合格的合作伙伴模板申请最多两次 Article 6 第 2 款中所述类别的远程服务交付。服务交付的前提条件是：a) 申请服务前至少二十四（24）小时已执行合作伙伴模板资审（有关 SAP Business All-In-One 解决方案资审准则的详细信息，请向您的合作伙伴服务顾问咨询），b) 合作伙伴已按照 SAP 标准在 SAP Solution Manager[解决方案管理器]内完成合作伙伴自定义开发的解决方案文档，以及 c) 合作伙伴已按照第 B 节 Article 3（SAP Solution Manager[解决方案管理器]）和 Article 4（合作伙伴与 SAP 支持网络的集成和 SAP 支持网络的使用）的规定，完成 SAP Solution Manager[解决方案管理器]的部署。

4. Alternatively Partner may request up to two of the following services per Partner system per calendar year, instead of MJC or CCMC:

除了 MJC 或 CCMC，合作伙伴每日历年还可以为每个合作伙伴系统申请最多两项下列服务：

- Technical quality check (TQC) for implementation
实施的技术质量检查（TQC）
- SAP EarlyWatch Check
SAP EarlyWatch Check[预警检查]

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.

合作伙伴可以使用自己的服务津贴为SAP Enterprise Support[企业支持]下受支持的最终用户的生产系统申请执行上述类别的服务。每日历年只能一共执行两项服务。

C. Partner's duties towards SAP and Supported End User

合作伙伴对SAP与受支持最终用户承担的职责

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:

除第 A 节 Article 1 (SAP Enterprise Support[企业支持]范围) 提及的合作伙伴的职责 (关键任务支持和技术质量检查) 以外, 合作伙伴还承担以下职责:

Article 1 Technical Requirements

第 1 条 技术要求

1. Technical Requirements for Partner

针对合作伙伴的技术要求

Partner's hardware and software must at least meet the list of requirements published on SAP Service Marketplace.

合作伙伴的硬件和软件必须至少满足 SAP Service Marketplace 上公布的要求清单。

In particular, the following requirements are mandatory:

特别是必须满足以下要求:

- Software

软件

- Partner must operate test systems to simulate and analyze problems for all Supported Software solutions supported under this VAR Delivered Support Model

合作伙伴必须通过运行测试系统对本 VAR 交付支持模式下支持的所有受支持软件解决方案进行问题模拟和分析

- Remote connection software as required by SAP (SAP Note 35010)

SAP 要求的远程连接软件 (参见 SAP 注释 35010)

- Telecommunications infrastructure

电信基础设施

- Fast internet connection (minimum ADSL, greater bandwidth recommended)

快速的互联网连接 (至少是 ADSL, 建议使用更高带宽)

- Hotline number

热线电话

- Support infrastructure

支持基础架构

- 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.

合作伙伴同意使用 SAP 提供的与 VAR 交付支持有关的程序、方法和工具主动检测和纠正受支持软件中的常见问题。

- 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.

合作伙伴确认, 其必须使用 SAP EarlyWatch Alert[早期预警]为部分产品系列提供支持, 并且在为其他产品系列提供支持时, 也强烈建议使用 SAP EarlyWatch Alert[早期预警] (有关详细信息, 请参见技术支持指南)。在必须使用 SAP Solution Manager[解决方案管理器]时, 合作伙伴应在生产系统中激活 SAP EarlyWatch Alert[早期预警], 并转移到自己的 SAP Solution Manager[解决方案管理器]中。在上述情况下, SAP EarlyWatch Alert[早期预警]应每周在生产系统上使用一次, 并且由合作伙伴每年至少进行四次检查。如 SAP EarlyWatch Alert[早期预警]报告了有关 SAP Enterprise Support[企业支持]的重要警报, 合作伙伴应按照 SAP 的规定与 SAP 支持组织进行沟通, 详情请参见发布在 SAP Service Marketplace 上的说明。

- 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.

要利用 SAP 支持网络, 合作伙伴必须确保合作伙伴与 SAP 之间以及受支持的最终用户与 SAP 之间进行沟通联系, 这是有效提供远程支持、保证持续可操作性以及迅速作出响应的必要条件。其中也包括与所涉及的任何第三方之间进行必要的沟通联系。合作伙伴必须承担由远程支持而产生的联系费用。SAP 建议合作伙伴使用在 SAP Service Marketplace 上指定的远程支持技术。

- 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).

合作伙伴必须使用 SAP Solution Manager[解决方案管理器]为部分产品系列提供支持，并且在为其他产品系列提供支持时，也强烈建议使用 SAP Solution Manager[解决方案管理器]（有关详细信息，请参见技术支持指南）。必须使用 SAP Solution Manager[解决方案管理器]时，必须通过 SAP Solution Manager[解决方案管理器]或通过 SAP 认可的其他系统（在 PCOE 认证过程中予以批准）履行下述义务。

- 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).

如果合作伙伴必须使用 SAP Solution Manager[解决方案管理器]时却未使用，SAP 将不再承担遵守服务水平协议和提供技术质量检查的责任。合作伙伴应依据第 B 节 Article 3（SAP Solution Manager[解决方案管理器]）的规定运行 SAP Solution Manager[解决方案管理器]。

- 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).

在必须使用 SAP Solution Manager[解决方案管理器]的情况下，合作伙伴必须已经安装、配置且正在有效使用 SAP Solution Manager[解决方案管理器]系统，该系统具有针对 Basis 的最新补丁级别以及最新的或最多前两个 SAP Solution Manager[解决方案管理器]支持包。此规则同样适用于内容更新（ST-ICO 与 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.

对于 SAP Enterprise Support[企业支持]，合作伙伴必须确保在当地办公时间外将第一优先级事件转发给 SAP。这一工作可通过在 SAP Solution Manager[解决方案管理器]中定制服务台来完成。

- 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).

对于 SAP Enterprise Support[企业支持]，合作伙伴必须根据 SAP 届时的标准在 SAP Solution Manager[解决方案管理器]中记录自定义代码（有关详细信息，请参见：<http://support.sap.com>。SAP 开发工作台用于自定义代码或模板开发）。

2. Technical Requirements regarding the Supported End User

对受支持最终用户的技术要求

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:

为获得本 VAR 交付支持模式中所描述的 VAR 交付支持，合作伙伴必须确保每位受支持的最终用户满足以下要求：

- 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.

要获得满意的远程支持，合作伙伴必须确保受支持的最终用户设置有互联网连接，并在适当和必要的情况下获得相关软件的单独许可。

- In cases where the use of SAP Solution Manager is mandatory for Partner:

合作伙伴必须使用 SAP Solution Manager[解决方案管理器]时：

- 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>.

合作伙伴必须确保 (i) 至少针对所有生产系统以及与生产系统相关的其他系统在 SAP Solution Manager[解决方案管理器]中维护受支持最终用户的解决方案架构和核心业务流程，并且 (ii) 对于 SAP Enterprise Support[企业支持]，在 SAP Solution Manager[解决方案管理器]中记录所有实施或升级项目。本文档的详细准则参见 SAP 在 SAP Service Marketplace（网址为 <http://support.sap.com/supportstandards>）上提供的“解决方案文档”。

- 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.

至少为受支持最终用户的生产系统激活 SAP EarlyWatch Alert[早期预警]工具，并由该工具向合作伙伴的生产性 SAP Solution Manager[解决方案管理器]传输数据。

- 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.

对于 SAP Enterprise Support[企业支持]，合作伙伴与每位受支持的最终用户已基于 SAP 标准和第 B 节 Article 5（合作伙伴支持咨询中心）中的规定执行初步评估。合作伙伴与每位受支持的最终用户必须已正确实施设置服务中所有必要的建议操作。

Article 2 Requirements regarding Supported End User agreement

第 2 条 有关受支持最终用户协议的要求

- 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.

事件处理系统会自动收集与事件有关的系统数据（例如事务代码、程序 ID、支持包等级、事件编号）。在合作伙伴签订的受支持最终用户协议中，合作伙伴必须确保每位受支持的最终用户同意相关法律（特别是数据保护法）的所有要求。

- 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.

合作伙伴必须确保每位受支持的最终用户通过 SAP 规定的技术标准程序提供并维护远程访问，并授予合作伙伴和 SAP 所有必要的权限，特别是在处理事件时分析问题根本原因的权限。每位受支持的最终用户对这类远程访问的授权不受处理事件的 SAP 员工的国籍或其居住地方面的限制。合作伙伴确认，未能授予访问权限可能会导致延误事件处理和提供修正措施，或者可能使 SAP 无法提供有效帮助。此外，还必须为接收支持服务安装必要的软件组件。详情请参见 SAP 注释 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.

另外，合作伙伴必须确保在其受支持最终用户协议中授予 SAP 访问每位受支持最终用户的系统的权限，以便 SAP 提供 VAR 交付支持或任何其他服务。如适用法律要求，合作伙伴必须从受支持的最终用户处获得书面的数据保护同意书。

- 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.

合作伙伴必须激活 SAP EarlyWatch Alert[早期预警]，这也是 SAP Enterprise Support[企业支持]的必要组成部分。合作伙伴必须就 SAP EarlyWatch Alert[早期预警]的激活流程取得受支持最终用户的确认。

- 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.

合作伙伴应在与受支持最终用户的维护协议中指明，受支持的最终用户不得将与受支持软件相关的任何事件直接发送给 SAP，而应首先与合作伙伴的支持部门取得联系。

- 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.

合作伙伴在订购或下载 SAP Solution Manager[解决方案管理器]之前，必须确保每位受支持的最终用户确认并接受第 B 节 Article 3 (SAP Solution Manager[解决方案管理器]) 规定的 SAP Solution Manager[解决方案管理器]软件的使用权利和限制。

- 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.

合作伙伴必须在其维护协议中告知 SAP Enterprise Support[企业支持]的每位受支持的最终用户，直接转发给 SAP 的与 SAP Enterprise Support[企业支持]范围内的受支持软件相关的第一优先级事件必须以英语提交。

Article 3 Partner responsibilities regarding Incident Processing

第 3 条 合作伙伴在事件处理上的责任

- The Partner Support Duties are specified below in Section C. Article 5 (Partner Support Duties).

合作伙伴的支持职责在第 C 节 Article 5 (合作伙伴支持职责) 中予以规定。

- Partner bears sole responsibility for the provision of VAR Delivered Support in relation to all inquiries from Supported End Users.

合作伙伴全权负责为受支持最终用户提出的所有支持要求提供 VAR 交付支持。

- 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.

在收到事件报告后，合作伙伴应在当地办公时间以相关受支持最终用户的官方语言为该最终用户提供支持。此规定适用于合作伙伴向受支持的最终用户转售的所有类型的受支持软件：SAP 集团软件和第三方软件。合作伙伴应确保每位受支持的最终用户可以一周七天、一天二十四小时随时发送事件。

- 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)).

在将事件转发给 SAP 之前，合作伙伴必须履行有关受支持软件（包括第三方软件）的所有合作伙伴支持职责（请参见第 C 节 Article 5 (合作伙伴支持职责)）。

- Incidents forwarded by Partner to SAP must be in English.

合作伙伴转发给 SAP 的事件须以英语陈述。

- 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.

合作伙伴应通过利用 SAP Solution Manager[解决方案管理器]的相关功能以及运行能够反映实际生产系统的适当测试环境，模拟和分析本 VAR 交付支持模式下的所有受支持软件版本出现的问题。

- 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.

合作伙伴必须以 SAP 在 SAP Solution Manager[解决方案管理器]或 SAP Service Marketplace 中提供的格式维护 SAP 支持组织要求的所有受支持最终用户的数据，并及时进行更新。

- 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 and 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.

合作伙伴应为 SAP 指派一名联系人，负责管理向受支持的最终用户交付支持的相关事宜。如有必要，此支持经理应确保接收和处理受支持最终用户提交的事件或重大问题的合作伙伴员工通过 SAP Solution Manager[解决方案管理器]等工具将此类事件转发给 SAP。这些员工必须具备提供支持的足够资格，并通过 SAP 根据技术支持指南中规定的要求所进行的认证。

- 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).

为核实合作伙伴是否遵守本 VAR 交付支持模式的条款，合作伙伴授权 SAP 定期（至少每年一次，并依照 SAP 标准程序）监控和/或审计 (i) 合作伙伴提供的受支持最终用户相关信息的准确性，以及 (ii) 合作伙伴对 SAP Solution Manager[解决方案管理器]的使用是否符合第 B 节 Article 3（SAP Solution Manager[解决方案管理器]）规定的权利和限制。

- 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.

如果 SAP 要求，合作伙伴应向 SAP 报告在特定期限内从受支持最终用户处收到的事件总量（与受支持软件相关的支持事件），接收事件所采用的所有通信渠道均包括在内。不过，此类时限最长不应超过 SAP 请求日期前的十二个月。收到此类请求后，合作伙伴必须在最晚三十天内向 SAP 提供此信息。

Article 4 Initial Response Times and Maximum Processing Times

第 4 条 初始响应时间和最长处理时间

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:

在与受支持的最终用户和 SAP 进行沟通时，合作伙伴必须遵守下面列出的事件初始响应时间和最长处理时间的规定：

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)

特此澄清：对于涉及第一优先级事件的享受 SAP Enterprise Support[企业支持]的最终用户，适用第 B 节 Article 2（服务水平协议）中规定的针对初始响应时间和纠正措施的 SAP SLA。

Initial Response Time:

初始响应时间：

- 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 Standard Support[标准支持]下的第一优先级事件：对于享受SAP Standard Support[标准支持]的最终用户，合作伙伴必须在六十分钟内（实时）确认收到第一优先级事件，并向每位受支持的最终用户提供符合要求的初步答复。

- 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.

第二优先级（“高”）事件：合作伙伴必须在四个工作小时内确认收到“高”优先级事件（有关事件优先级的定义，请参见SAP注释67739），并向每位受支持的最终用户提供符合要求的初步答复。

Maximum Processing Time:

最长处理时间：

- 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 Standard Support[标准支持]下的第一优先级事件：对于享受SAP Standard Support[标准支持]的最终用户，合作伙伴必须在八小时（实时）内提供第一优先级事件的解决方案或应急方案，或者如果引起事件的缺陷原因表明SAP编码存在先前未知的问题，则在上述时间内将该事件转发给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.

第二优先级（“高”）事件：合作伙伴必须在两个工作日内提供“高”优先级事件（有关事件优先级的定义，请参见SAP注释67739）的解决方案或应急方案，或者如果引起事件的缺陷原因表明SAP编码存在先前未知的问题，则在上述时间内将该事件转发给SAP。

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

事件状态为“客户行动”的时间段不计入最长处理时间。

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.

对于第一优先级事件，不管当地办公时间如何，均以实际时间计时。对于其他优先级的事件，以合作伙伴当地办公时间内的工作时间计时。

Article 5 Partner Support Duties

第 5 条 合作伙伴支持职责

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.

在将事件转发给 SAP 之前，合作伙伴必须已履行其所有合作伙伴支持职责，尝试利用本 VAR 交付支持模式中指定的工具和资源解决该事件。下面介绍了合作伙伴负责处理的支持任务的范围（“合作伙伴支持职责”）。这些任务可分为一级和二级支持，但在实际中，这些职责通常由同一支持顾问或小组执行。

Customer Communication

客户沟通

- Acknowledging receipt of the Incident to the Supported End User.
向受支持的最终用户确认收到事件。
- 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.
向受支持的最终用户持续更新事件进度，并在每次事件转发给合作伙伴组织内的其他人员或转发给 SAP 支持组织时向受支持的最终用户发送通知。
- Communicating the solution to Supported End User.
将解决方案传达给受支持的最终用户。

Incident Administration

事件管理

- Documenting the progress of the investigation in the Incident.
记录事件的调查进度。
- 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.
翻译：受支持的最终用户/合作伙伴转发给 SAP 的所有事件均须以英语陈述。若事件最初由受支持的最终用户以英语之外的其他语言发送给合作伙伴，则在将该事件转发给 SAP 之前，合作伙伴必须撰写一个英语形式的技术移交概要。
- Assigning the Incident to the correct “SAP component” (queue) in SAP’s support system.
将事件分配给 SAP 支持系统中相应的“SAP 组件”（队列）。
- Specifying the Incident priority according to the definitions in SAP Note 67739.
根据 SAP 注释 67739 中的定义，指定事件优先级。
- Describing the business impact of the problem.
描述问题对业务产生的影响。
- Splitting up Incidents that describe more than one problem into separate reports so that only one problem is described in each Incident.
将描述多个问题的事件拆分为几个单独的报告，以便每个事件只描述一个问题。
- Following the appropriate defined process if the issue is a product enhancement request or configuration change request.
如问题为产品增强请求或配置变更请求，则遵循相应的指定流程。
- Making sure that the remote connection to the SAP Support Network, including SAP Solution Manager where mandatory, is open and functional.
确保与 SAP 支持网络（包括必要时使用的 SAP Solution Manager[解决方案管理器]）之间的远程连接开放且有效。
- Providing a comprehensive problem description, including:
提供全面的问题说明，其中包括：
 - Complete technical environment information of the system where the Incident occurred (e.g. operating system, database, support package level);
发生事件的系统的全面技术环境信息（例如，操作系统、数据库、支持包等级）；
 - Step by step description of the workflow leading to the Incident;
引起事件的工作流的逐步说明；
 - Full syntax of the Incident;
事件的完整语法；
 - Changes to the technical environment since last known functioning state;
自上次已知的正常运转状态后对技术环境所做的更改；
 - Which SAP Notes or Knowledge Base Articles have been applied to try to resolve the issue; and
尝试用来解决问题的 SAP Notes 或 SAP Knowledge Base Articles；以及
 - Any documents that provide additional information about the problem, e.g. log files or screenshots.
提供更多问题相关信息的任何文档，例如，日志文件或屏幕截图。

- 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.

在将事件转发给合作伙伴组织内的其他人员或 SAP 支持组织之前，总结目前的调查状态并列出具为解决事件所采取的行动。

Technical Investigation

技术调查

- Searching available SAP knowledge repositories for known issues and solutions/workarounds, e.g. SAP Notes, SAP Knowledge Base Articles, SAP Community Network.
搜索可用的 SAP 知识库，查找已知问题和解决方案/应急方案，例如 SAP Notes、SAP Knowledge Base Articles、SAP Community Network。
- Checking the customizing settings.
检查定制设置。
- Connecting remotely to End User's system as part of the troubleshooting process.
作为解决问题流程的一部分，远程连接至最终用户的系统。
- Using the tracing, monitoring, debugging and remote supportability tools made available by SAP, to analyze the issue.
使用 SAP 提供的跟踪、监控、调试和远程支持工具分析问题。
- Reproducing and validating the problem.
复制并验证问题。
- Isolating the problem to demonstrate the root cause.
隔离问题以证实根本原因。
- Deciding if the Incident is due to a product defect or not:
判断事件是否因产品缺陷所引起：
 - Proposing appropriate system configuration or workaround if the cause for the Incident is not a defect in the Supported Software; and
若事件并非因受支持软件存在缺陷所引起，则给出适当的系统配置或应急方案建议。
 - 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.
若事件因受支持软件存在缺陷而引起，且没有供解决事件可参考的 SAP 注释或可使用的支持包，则将该事件转发给 SAP 支持部门。
- Testing the solution:
测试解决方案：
 - Testing, validating and accepting the solution before presenting it to the Supported End User;
在将解决方案提供给受支持的最终用户之前，对其进行测试、验证和验收；
 - Working with the end customer to implement the solution; and
与最终客户合作实施解决方案；并且
 - Backing up all relevant data before the solution is installed (when possible).
在安装解决方案前备份所有相关数据（可能情况下）。

Article 6 System Measurements

第6条 系统测量

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.

若 SAP 要求对受支持最终用户的任何或所有系统进行测量，以确定受支持最终用户对软件的利用率，则合作伙伴应履行此义务，并向 SAP 提供评估日志。SAP 将为合作伙伴提供执行此类系统测量的必要工具。此外，SAP 或经 SAP 授权的第三方应当有权直接在合作伙伴的受支持最终用户的系统上执行系统测量。