

SERVICE LEVEL AGREEMENT FOR PRIVATE CLOUD EDITION SERVICES, TAILORED OPTION SERVICES, EX SERVICES, HEC SERVICES

面向私有云版本服务、定制选项服务、EX 服务、HEC 服务的服务水平协议

This Service Level Agreement for SAP HANA Enterprise Cloud services (“HEC Services”); RISE with SAP S/4HANA Cloud, private edition (formerly, SAP S/4HANA, private cloud edition); SAP ERP, private cloud edition (collectively, “Private Cloud Edition Services”); SAP S/4HANA Cloud, extended edition which was previously known as S/4HANA Cloud, single tenant edition (“EX Services”); RISE with SAP S/4HANA Cloud, private edition, tailored option; and SAP ERP, private cloud edition, tailored option (collectively, “Tailored Option Services”) (each, a “Cloud Service”) sets forth the applicable Service Levels for HEC Services, Private Cloud Edition Services, EX Services, Tailored Option Services, and Server Provisioning to which Customer has subscribed in an Order Form with SAP.

本服务水平协议面向 SAP HANA Enterprise Cloud [HANA 企业云] (以下简称“HEC 服务”)、RISE with SAP S/4HANA Cloud (私有云版本) [ERP 云业务转型即服务私有云版本] (以前称为 SAP S/4HANA (私有云版本) [ERP 商务套件私有云版本])、SAP ERP (私有云版本) [企业资源规划私有云版本] (以下统称“私有云版本服务”) 以及 SAP S/4HANA Cloud (扩展版) [ERP 云扩展版] 服务 (以前称为 SAP S/4HANA Cloud (单租户版) [ERP 云单租户版], 以下简称“EX 服务”)、RISE with SAP S/4HANA Cloud (私有云版本) 定制选项 [ERP 云业务转型即服务私有云版本定制选项]、SAP ERP (私有云版本) [企业资源规划私有云版本] 定制选项 (以下统称“定制选项服务”) (每项服务为一项“云服务”), 规定了适用于客户通过订购单向 SAP 订阅的 HEC 服务、私有云版本服务、EX 服务、定制选项服务和服务器配置的服务水平。

1. DEFINITIONS

定义

Capitalized terms used in this document but not defined herein are defined in the Agreement.

本文档中使用的但未定义的以粗体显示的术语在协议中进行定义。

- 1.1. **“Agreed Downtime”** means any downtime requested by SAP or Customer and mutually agreed by the parties.
“约定的停机时间”是指 SAP 或客户请求的以及双方约定的任何停机时间。
- 1.2. **“Business Day”** means any days from Monday to Friday with the exception of the public holidays observed at Customer’s primary access location designated in the Order Form.
“工作日”是指从周一到周五的任何一天, 订购单中指定的客户主要访问地点的公共节假日除外。
- 1.3. **“Computing Environment”** means the data center facilities, servers, networking equipment, operating systems, and data storage mechanisms selected and used by SAP to provide the Cloud Service for the Customer, and includes the production Computing Environment (“PRD”), and any other Computing Environment used for non-production purposes (“NON-PRD”), as agreed in the Order Form.
“计算环境”是指 SAP 选择的、用于为客户提供云服务而提供的数据中心设施、服务器、联网设备、操作系统以及数据存储机制, 包括订购单中约定的生产计算环境 (“PRD”) 和出于非生产目的所使用的任何其他计算环境 (“非 PRD”)。
- 1.4. **“Credit”** means the following, subject always to Section 5 of this Service Level Agreement:
“抵免”是指始终受本服务水平协议第 5 节约束的以下规定:
 - 1.4.1. for HEC Subscription, Private Cloud Edition Services, EX Services, Tailored Option Services, S/4HANA CPO and S/4HANA CPE, 2% of Monthly Service Fees for each 1% below the SA SLA;
对于 HEC 订阅、私有云版本服务、EX 服务、定制选项服务、S/4HANA CPO 和 S/4HANA CPE, 每低于 SA SLA 一个百分点, 获得 2% 的月服务费抵免;
 - 1.4.2. for HEC BYOL (previously known as HEC Production), as agreed in the Order Form; and
对于订购单中约定的 HEC BYOL (以前称为 HEC 生产); 以及

1.4.3. for Server Provisioning (IaaS Basic), €1,500 per Month in aggregate for any and all instances below the SA SLA.

对于服务器配置（IaaS 基础），任何低于 SA SLA 的实例每月总共抵免 1,500 欧元

1.5. “**Downtime**” means the Total Minutes in the Month during which the Cloud Service (or Servers for Server Provisioning) does not respond to a request from SAP’s Point of Demarcation for the data center providing the Cloud Service (or Server for Server Provisioning), excluding Excluded Downtime.

“**停机时间**”是指一个月内云服务（或针对服务器配置的服务器）不响应从提供云服务（或针对服务器配置的服务器）的 SAP 数据中心的分界点发出请求的总分钟数，排除的停机时间不包括在内。

1.6. “**Emergency Downtime**” means downtime during emergency patch deployment and emergency operating system upgrades as described in the Supplement.

“**紧急停机时间**”是指补充中所述的部署紧急补丁和操作系统紧急升级期间的停机时间。

1.7. “**Excluded Downtime**” means the Total Minutes in the Month attributable to: Scheduled Downtime; Agreed Downtime; Emergency Downtime; downtime caused by factors outside of SAP’s reasonable control such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised (see examples in Section 2); or downtime of a NON-PRD system caused by using the NON-PRD for failover/to repair to a PRD system.

“**排除的停机时间**”是指一个月内在以下原因导致停机的总分钟数：计划停机时间；约定停机时间；紧急停机时间；因 SAP 无法合理控制的因素导致的停机时间，比如即使采取合理注意也无法避免的不可预知和不可预见的事件（请参阅第 2 节中的示例）；或因使用非 PRD 清除/修复 PRD 系统中的故障而导致的非 PRD 系统的停机。

1.8. “**Incident**” means unplanned interruptions or material reduction in service quality to the Computing Environment that is reported by Authorized Users.

“**事件**”是指授权用户报告的计算环境服务计划外中断或服务质量的实质性下降。

1.9. “**Incident Reaction Time**” means the amount of time (e.g. in hours or minutes) between when the SAP Support Level 1 organization is notified of the Customer-reported Incident and the first action is taken by an SAP support person, familiar with the Customer’s environment, to repair the Incident.

“**事件响应时间**”是指从 SAP 第一级支持组织收到客户报告的事件到熟悉客户环境的 SAP 支持人员初步采取事件补救措施之间的时间（如按小时或分钟算）。

1.10. “**Licensed Software**” means the applications, databases, software, tools and components owned or licensed by Customer (other than any Subscription Software) which Customer provides to SAP to be hosted in the Cloud Service.

“**许可软件**”是指客户提供给 SAP 托管在云服务中，且客户拥有或获得许可的应用程序、数据库、软件、工具和组件（订阅软件除外）。

1.11. “**Local Time**” means the time zone in Customer’s primary access location identified in the Order Form.

“**当地时间**”是指订购单中规定的客户主要访问地点的时区。

1.12. “**Month**” means a calendar month.

“**月**”是指日历月。

1.13. “**Monthly Service Fees**” means the monthly (or 1/12 of the annual fee) subscription fees paid for the affected Cloud Service which did not meet the SA SLA.

“**月服务费**”是指针对没有达到系统可用性 SLA 的受影响的云服务支付的月服务费（或年服务费的 1/12）。

1.14. “**Scheduled Downtime**” means downtime scheduled at a mutually agreed time, as listed in the Order Form, or as described in the Supplement.

“**计划停机时间**”是指如订购单中所列或根据补充规定在双方约定的时间计划实施的停机时间。

1.15. **“Subscription Software”** shall (i) have the meaning set forth in its respective Supplement for HEC Services and Tailored Option Services, and (ii) mean Cloud Services Software set forth in its respective Supplement for EX Services and Private Cloud Edition Services.

“订阅软件” (i) 对于 HEC 服务和定制选项服务而言，其定义与相应补充中的含义相同；(ii) 对于 EX 服务和私有云版本服务而言，是指相应补充中所述的云服务软件。

1.16. **“System”** means one or more interrelated and interdependent components such as databases, servers, networks, load balancers, web dispatchers, tenants, etc. which when taken as a whole are used to operate a tier. Each combination of components used within each tier is equivalent to one System. System Availability Percentage is measured at the tier level. For HEC Services and Tailored Option Services, each System is identified by the Tier No. column in the System Setup Table in the Order Form, and for Private Cloud Edition Services and EX Services, each System is identified by the system tier type as set forth in the Service Description Guide and Service Use Description respectively of the Supplement. For Server Provisioning, System as used herein means Server, as defined in the Order Form.

“系统”是指作为一个整体用于运行层级时，相互关联且相互依赖的组件，比如数据库、服务器、网络、负载均衡器和网络分配器、租户等。每个架构层中使用的组件组合起来就相当于一个系统。系统可用性百分比是按层级衡量的。对于 HEC 服务和定制选项服务，每个系统由订购单的系统设置表中的“层号”列标识，对于私有云版本服务和 EX 服务，每个系统分别由补充服务说明指南和服务使用说明文档中规定的系统层级类型标识。对于服务器配置，此处使用的系统是指服务器，详见订购单中的定义。

1.17. **“System Availability Percentage”** for each System is calculated and defined as follows:

每个系统的“系统可用性百分比”按如下方式计算：

$$= \left(\frac{\text{Total Minutes in the Month} - \text{Downtime}}{\text{Total Minutes in the Month}} \right) * 100$$

1.18. **“System Availability Service Level”** or **“SA SLA”** means the applicable System Availability Percentage specified below during each Month for the Computing Environment (and Server for Server Provisioning, if applicable) after System handover to the Customer:

“系统可用性服务水平”或“SA SLA”是指系统移交给客户后，计算环境（以及针对服务器配置的服务器，如适用）每月适用的系统可用性百分比，具体规定如下：

1.18.1. 99.5% System Availability Percentage for PRD unless a higher System Availability Percentage is identified in the Supplement or Order Form;

PRD 的系统可用性百分比为 99.5%，除非补充或订购单中规定了更高的系统可用性百分比；

1.18.2. 95.0% System Availability Percentage for NON-PRD; and

非 PRD 的系统可用性百分比为 95.0%；以及

1.18.3. 99.5% System Availability Percentage for Server Provisioning.

服务器配置的系统可用性百分比为 99.5%。

1.19. **“Total Minutes in the Month”** are measured 24 hours at 7 days a week during a Month.

“每月总分钟数”按每月每周七（7）天每天二十四（24）小时计算。

2. SYSTEM AVAILABILITY

系统可用性

2.1. The SA SLA shall not apply to Licensed Software from a third party unless otherwise expressly set forth in the Order Form.

除非订购单中另有明确规定，否则 SA SLA 不适用于第三方的许可软件。

2.2. Downtime caused by factors outside of SAP's reasonable control include, but is not limited to the following:

因 SAP 无法合理控制的因素导致的停机时间包括但不限于：

2.2.1. Customer's failure to meet Customer's responsibilities (including ordering maintenance for the Licensed Software, using a version or release of the Licensed Software and/or Subscription Software on current maintenance) as set forth in the Agreement.

客户未能按照协议的规定履行客户职责（包括订购许可软件维护，使用在当前维护范围内的许可软件和/或订阅软件版本或发布）。

2.2.2. Downtime caused by Customer.

由客户导致的停机时间。

2.2.3. Interruptions as a result of requirements stipulated by a third-party manufacturer of the Licensed Software.

因第三方许可软件制造商规定的要求导致的中断。

2.2.4. Interruptions or shutdowns of the Computing Environment, or portions thereof (or Servers for Server Provisioning) resulting from the quality of the Licensed Software provided by the Customer and/or Customer's customizations or modifications of the Licensed Software, Subscription Software or Computing Environment (or Servers for Server Provisioning), unless this is the responsibility of SAP under this Agreement.

因客户所提供许可软件的质量和/或客户对许可软件、订阅软件或计算环境（或针对服务器配置的服务器）的定制或修改而导致计算环境或其一部分（或针对服务器配置的服务器）中断或关闭，属于本协议项下 SAP 责任范围内的除外。

2.2.5. Restore times of user data (recovery of database data from a media backup) where SAP was not the root cause for the required restoration.

如不是因 SAP 的原因而必须恢复数据时，用户数据的恢复时间（数据库数据从备份介质恢复）。

3. BACKUP AND COMPUTING ENVIRONMENT INCIDENT REACTION TIME

备份和计算环境事件响应时间

(not applicable to Server Provisioning)

(不适用于服务器配置)

Description 说明	Computing Environment 计算环境	Service Levels 服务水平
Backup Frequency and retention period for Databases 数据库备份频率和保留期限	PRD	Daily full backup and log file backup per SAP product standard. 30 days retention time. Backup of the PRD will be replicated to an alternate data center or location. 每天对每款 SAP 产品标准进行备份并生成日志文件。保留期限为三十（30）天。PRD 的备份将复制到备用数据中心或备用位置。
	NON-PRD 非 PRD	Weekly full backup and log file backup per SAP product standard. 14 days retention time. Backup of the NON-PRD will be replicated to an alternate data center or location. 每周对每款 SAP 产品标准进行备份并生成日志文件。保留期限为十四（14）天。非生产环境的备份将复制到备用数据中心或备用位置。
Long Term Backup* 长期备份*	PRD and/or NON-PRD PRD 和/或非 PRD	Monthly full back up – 1 year retention time 每月完全备份 — 保留期限为一（1）年 Quarterly full back up – 1 year retention time 每季完全备份 — 保留期限为一（1）年

		Yearly full back up – up to 5 years retention time 每年完全备份 — 保留期限至多为五（5）年
Backup Frequency and retention period for File systems 文件系统的备份频率和保留期限	PRD	Monthly full backup and daily incremental. Two Months retention time. Backup of the PRD will be replicated to an alternate data center or location. 每月进行一次完全备份，每天进行增量备份。保留期限为两（2）个月。PRD 的备份将复制到备用数据中心或备用位置。
	NON-PRD 非 PRD	Monthly full backup and daily incremental. Two Months retention time. Backup of the NON-PRD will be replicated to an alternate data center or location. 每月进行一次完全备份，每天进行增量备份。保留期限为两（2）个月。非生产环境的备份将复制到备用数据中心或备用位置。
Incident Reaction Time for Incident Management 事件管理的事件响应时间	Incident Priority Very High 事件优先级：非常高	20 minutes (7x24) and (i) resolution or (ii) workaround or (iii) action plan within 4hrs for PRD 二十（20）分钟（7x24），在四（4）小时内针对 PRD 提供 (i) 解决方案，或 (ii) 应急方案，或 (iii) 行动计划
	Incident Priority High 事件优先级：高	2 hours (7x24) for PRD 二（2）小时（7x24）（针对 PRD） 4 hours [Local Time on Business Days] for NON-PRD 四（4）小时[当地工作日时间]（针对非 PRD）
	Incident Priority Medium 事件优先级：中	4 hours [Local Time on Business Days] for PRD and NON-PRD 四（4）小时[当地工作日时间]（针对 PRD 和非 PRD）
	Incident Priority Low 事件优先级：低	1 Business Day for PRD and NON-PRD 一（1）个工作日（针对 PRD 和非 PRD）

*Applies if this optional service is purchased in an Order Form. The retention periods for Long Term Backup will end at the earlier of the retention time set forth herein or the end of Customer's Cloud Service subscription term.

若在订购单中采购了此可选服务，则适用。长期备份的保留期将在本协议规定的保留时间或客户的云服务订阅期限结束时结束（以较早的时间为准）。

3.1. **Incident Priorities.** The following priority levels apply to all Incidents (such priority to be assigned by Customer, and which may be re-assigned by SAP based on the criteria below and acting reasonably):

事件优先级。 以下优先级适用于所有事件（此类优先级由客户指定，也可由 SAP 依据以下标准和合理行为重新指定）：

3.1.1. **Very High:** An Incident should be categorized with the priority "Very High" if the incident reported has very serious consequences for normal business processes or IT processes related to core business processes, and urgent work cannot be performed. This is generally caused by the following circumstances:

非常高： 若报告的事件对正常的业务流程或与核心业务流程有关的 IT 流程产生非常严重的影响，且紧急工作无法执行，则应该将该事件的优先级归为“非常高”。这通常由下列情况引起：

3.1.1.1. A PRD system is completely down.

PRD 系统完全停机。

3.1.1.2. The imminent go-live or upgrade is jeopardized.

危及即将进行的上线或升级。

3.1.1.3. The core business processes of Customer are seriously affected.

客户的核心业务流程受到严重影响。

3.1.1.4. A workaround is not available.

没有应急方案。

3.1.1.5. The Incident requires immediate processing because the malfunction may cause serious losses.

该事件必须立即得到处理，因为故障可能会导致严重损失。

3.1.2. **High:** An Incident should be categorized with the priority "High" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Computing Environment that are required immediately. The Incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.

高：如正常业务流程受到严重影响，则该事件的优先级应归类为“高”。出现该优先级事件时，将无法执行必要任务。这是由于立即需要的计算环境不正确或无法运行导致的。由于持续的故障会严重破坏整个生产业务流程，所以必须尽快处理事件。

3.1.3. **Medium:** An Incident should be categorized with the priority "Medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Computing Environment. A message should be categorized with the priority "Medium" if normal business transactions are affected.

中：如正常业务流程受到影响，则该故障的优先级应归类为“中”。这类问题是由计算环境的功能异常或无法运行导致的。如正常业务交易受到影响，则该问题消息的优先级应归为“中”。

3.1.4. **Low:** An Incident should be categorized with the priority "Low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Computing Environment that are not required daily, or are rarely used.

低：如报告的问题对正常业务流程影响甚微或毫无影响，则该事件的优先级应归类为“低”。这类问题是由不经常使用或极少使用的计算环境出现功能异常或无法运行导致的。

4. SERVICE LEVEL REPORTING

服务水平报告

4.1. SAP shall track and report to Customer the Service Levels set forth herein in a monthly summary report.

SAP 应跟踪并在月度总结报告中向客户报告本协议中规定的“服务水平”。

4.2. In the event that one or more of the Service Levels set forth herein are not met, Customer may notify the assigned SAP account manager and request to analyze the Service Level metric statistics based on the monthly summary report provided by SAP.

如未达到本协议中规定的一个或多个服务水平，客户可通知 SAP 客户经理并请求根据 SAP 提供的月度总结报告分析服务水平指标统计数据。

4.3. SAP will then promptly:

SAP 应及时：

4.3.1. determine the root cause or possible root cause of the failure (if known) to meet the Service Level; and

确定已知未达到服务水平的根本原因或可能的根本原因；且

4.3.2. unless failure is excused, develop a corrective action plan, and submit such plan to Customer for written approval (which will not be unreasonably withheld or delayed) and, following Customer's written approval implement the plan in a reasonable period of time (and in accordance with any agreed timescales).

除非未达到服务水平得到客户的谅解，否则应制定纠正措施计划并将此类计划提交给客户，以待获得书面批准（不得无故拒绝或拖延），在得到客户的书面批准之后，于合理的时间范围内（且依据任何约定的时间框架）实施该计划。

4.4. If applicable, SAP will provide the specific Credit as described in Section 5 below.

如适用，SAP 应按照下文第 5 节的规定提供特定的抵免。

4.5. SAP will be relieved of its obligation to pay any applicable Credits and will not be in breach of the Service Level where the root cause analysis (as reasonably performed by SAP) indicates the failure to meet the relevant Service Level was caused by Customer and shall therefore be treated as Excluded Downtime. In the event that Customer disagrees with the root cause analysis, the parties will discuss the root cause analysis.

如根本原因分析（由 SAP 合理执行）表明是因客户的原因而导致未能达到相关服务水平并因此被视为排除的停机时间，则 SAP 将免于支付任何相应抵免的义务，且不视为 SAP 违反服务水平协议。如客户对根本原因分析持不同意见，双方将探讨根本原因分析。

5. SERVICE LEVEL FAILURES

服务水平未达标

5.1. Service Credits

服务抵免

5.1.1. If SAP fails to meet the applicable SA SLA, Customer is entitled to claim a Credit which is calculated as the sum of the Credits for NON-PRD, PRD and Server Provisioning (as applicable), for SAP's failure to meet the respective SA SLA. Claims for a Credit must be made in good faith through a documented submission of a support case within 30 Business Days after receipt of the monthly SA SLA report. Under no circumstances will the total maximum Credits:

若 SAP 未达到相应的 SA SLA，客户有权要求获得抵免，该抵免的计算方式为 SAP 未达到各自 SA SLA 的非 PRD、PRD 和服务器配置（如适用）的抵免总和。抵免请求必须是善意的，且须在收到每月 SA SLA 报告后三十（30）个工作日内书面提交支持案例。在任何情况下，抵免的最高总额：

5.1.1.1. for any 1 Month, exceed an aggregate of 20% of the Monthly Service Fee for that Month across all the Systems at 99.9% SA SLA (if identified in the Order Form and purchased by Customer), and an aggregate of 100% of the Monthly Service Fee for that Month across all SA SLAs; and

就任意月份而言，当所有系统达到 99.9% 的 SA SLA 时累计不得超出每月服务费的 20%（若在订购单中加以规定并由客户购买），并且不得超出该月所有 SA SLA 的全部月服务费；以及

5.1.1.2. for any given contract year, exceed in the aggregate an amount equal to one-third of the annual subscription fees paid for the affected Cloud Service for the contract year (or one third of the total subscription fees paid for the affected Cloud Service if the term as defined in the applicable Order Form is less than 1 year).

就任意给定合同年而言，累计不得超出该合同年针对受影响的云服务支付的年订阅费总额的三分之一（或者，如适用订购单中定义的期限少于一（1）年，则不得超出针对受影响的云服务支付的总订阅费的三分之一）。

5.1.2. When Customer's entitlement of the Credit is confirmed by SAP in writing (email permitted), SAP will apply such Credit to a future invoice relating to the Cloud Service or provide a refund if no future invoice is due under the Agreement.

若客户经 SAP 书面确认（允许使用电子邮件方式）有权享受抵免，SAP 将在日后针对云服务开具的发票中应用此类抵免，或者若协议项下不存在日后到期付款的发票，则提供退费。

5.1.3. Customer acknowledges that the Credits are the sole and exclusive remedy for SAP's failure to meet the specified Service Level, except to the extent prohibited by applicable law.

客户确认，抵免是 SAP 未达到规定的服务水平时唯一且排他性的补救措施，除非适用法律禁止。

5.1.4. Customers who have not subscribed to the Cloud Service directly from SAP must claim the Credit from their applicable SAP partner.

未直接从 SAP 订阅云服务的客户必须向其适用的 SAP 合作伙伴提出抵免请求。

5.2. Termination

终止

5.2.1. In the event of SAP fails to meet the SA SLA for PRD Computing Environment for 3 consecutive Months, Customer may terminate the applicable Order Form by providing SAP with written notice within 30 days of Customer's receipt of the respective Service Level report. Termination shall become effective 1 Month after SAP's receipt of such notice (or any later date set out by Customer in its notice). For the avoidance of doubt, this termination right shall supersede any and all other termination provision in the GTC for failure to meet an SLA, and such termination right from the GTC shall not apply.

若 SAP 连续三（3）个月未达到 PRD 计算环境的 SA SLA，客户可在收到相应服务水平报告的三十（30）天内向 SAP 提供书面通知终止适用的订购单。终止行为应自 SAP 收到该等通知一（1）个月后（或客户在其通知中约定的任何较晚日期）开始生效。为避免疑义，因未能实现 SLA 而行使的此等终止权利应取代 GTC 中的任何及所有其他终止条款，GTC 中所述的此类终止权利不适用。

6. SERVICE REQUESTS

服务请求

For Private Cloud Edition Services, Customers may request specific tasks related to the Computing Environment via the SAP Service Request Platform ("Service Request"). To the extent Service Requests are distinct from an Incident, SAP will address Service Requests during the following hours of operations:

对于私有云版本服务，客户可通过 SAP 服务请求平台请求与计算环境相关的特定任务（以下简称“服务请求”）。若服务请求与事件不同，SAP 将在以下工作时间内处理服务请求：

PRD	24x7 subject to Excluded Downtime 24x7 全天候服务，受排除的停机时间的约束
NON-PRD 非 PRD	24x5 (Business Days) subject to Excluded Downtime 24x5（工作日），受排除的停机时间的约束