

SERVICE LEVEL AGREEMENT FOR EX SERVICES AND HEC SERVICES
EX 服務和 HEC 服務之服務層級協議

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

本服務層級合約適用於 SAP HANA Enterprise Cloud 服務 (以下稱「HEC 服務」) 和 SAP S/4HANA Cloud (擴充版) 服務 (先前稱為 S/4HANA Cloud (單租戶版)) (以下稱「EX 服務」) (每項均各稱為「雲端服務」), 載明客戶透過訂購單向 SAP 訂閱的 HEC 服務、EX 服務和伺服器佈建所適用的服務層級。

1. DEFINITIONS

名詞定義

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

本文件所使用但未定義之大寫詞彙, 係定義於「合約」中。

- 1.1. **“Agreed Downtime”** means any downtime requested by SAP or Customer and mutually agreed by the parties.
「商定的停機時間」係指任何由 SAP 或客戶要求且經雙方商定的停機時間。
- 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」係指從星期一至星期五中的任何一天, 但不包括客戶主要存取地點所實施的國定假日。
- 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.
「計算環境」係指 SAP 為客戶提供雲端服務所採用的資料中心設施、伺服器、網路設備、作業系統及資料儲存機制, 包括如訂購單中商定之正式運作計算環境 (「PRD」) 以及其他所有非正式運作計算環境 (「非 PRD」)。
- 1.4. **“Credit”** means the following, subject always to Section 5 of this Service Level Agreement:
「扣抵」係指下列符合本服務層級協議第 5 條規定之情形:
 - 1.4.1. for HEC Subscription, EX Services, S/4HANA CPO and S/4HANA CPE, 2% of Monthly Service Fees for each 1% below the SA SLA;
對於 HEC 訂閱、EX 服務、S/4HANA CPO 和 S/4HANA CPE, 每低於 SA SLA 達 1%, 即扣抵 2% 的月服務費;
 - 1.4.2. for HEC BYOL (previously known as HEC Production), as agreed in the Order Form; and
對於 HEC BYOL (先前稱為 HEC 正式運作版本), 則如訂購單中商定扣抵, 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.
關於伺服器佈建 (IaaS Basic), 任何及所有低於 SA SLA 之執行個體, 每月扣抵總額為 1,500 歐元。
- 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.
「停機時間」係指針對 SAP 分界點請求資料中心提供雲端服務 (或伺服器佈建之伺服器), 該雲端服務 (或伺服器佈建之伺服器) 未回應之月分鐘總數, 但不包括排除在外的停機時間。
- 1.6. **“Emergency Downtime”** means downtime during emergency patch deployment and emergency operating system upgrades as described in the Supplement.
「緊急停機時間」係指補充條款中所載緊急修補程式部署期間與緊急作業系統升級期間內發生的停機時間。
- 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.

「排除在外的停機時間」係指下列事由發生之月總分鐘數：表定停機時間；商定停機時間；緊急停機時間；由 SAP 合理控制範圍以外因素造成的停機時間，例如無法預測及不可預見的事件，縱使善盡合理注意仍無法避免者 (參見第 2 條中的範例)，或因使用非 PRD 進行 PRD 系統容錯移轉/修復而造成的非 PRD 系統停機時間。

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

「事故」係指授權使用者提報的計算環境之服務意外中斷或服務品質嚴重下降。

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.

「事故反應時間」係指自 SAP 一級支援組織收到客戶事故通報起，至熟悉客戶環境之 SAP 支援人員就修復該事故開始所採取第一個動作為止，兩者間之時間量 (例如以小時或分鐘計算)。

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.

「授權軟體」係指客戶擁有或取得授權，並提供給 SAP 以在雲端服務中控管之應用程式、資料庫、軟體、工具和元件 (不包括任何訂閱軟體)。

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

「當地時間」係指訂購單中客戶主要存取地點之時區。

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

「月」係指一個曆月。

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.

「月服務費」係指針對受影響雲端服務每月支付之訂閱費用 (或年度費用的 1/12)，且該服務未達 SA SLA 者。

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

「表定停機時間」係指在當事人雙方同意的表定時間停機，停機時間列於訂購單或於補充條款中說明。

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

「訂閱軟體」應係指 (i) 對於 HEC 服務而言，其與補充條款中所載定義相同；以及 (ii) 對於 EX 服務而言，則係指其補充條款中規定之雲端服務軟體。

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, each System is identified by the Tier No. column in the System Setup Table in the Order Form, and for EX Services, each System is identified by the system tier type as set forth in the Service Use Description of the Supplement. For Server Provisioning, System as used herein means Server, as defined in the Order Form.

「系統」係指運作一個層級時視為整體使用的一個或多個元件，元件之間相關且各自獨立，如資料庫、伺服器、網路、負載平衡器、網路發派器、租用戶等。各個層級內使用的每一種元件組合，皆等同於一套系統。系統可用性百分比在該層級水準中測量。對於 HEC 服務而言，各系統可由訂購單「系統設定表」中的層級號碼欄位辨識；對於 EX 服務而言，各系統可由補充條款之服務使用說明文件中的系統層級類型辨識。對於伺服器佈建而言，本文中的「系統」係指伺服器，其定義如訂購單所載。

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

每一系統之「系統可用性百分比」之計算及定義如下：

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

$$= \left(\frac{\text{月總分鐘數} - \text{停機時間}}{\text{月總分鐘數}} \right) * 100$$

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:

「系統可用性服務層級」或「SA SLA」係指以下所指系統移交給客戶後，每月於計算環境 (與伺服器佈建之伺服器，如適用) 適用的系統可用性百分比：

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

99.5% 的 PRD 系統可用性百分比，除補充條款或訂購單中另載有較高之系統可用性百分比；

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

95.0% 的非 PRD 系統可用性百分比，以及

1.18.3. 99.5% System Availability Percentage for Server Provisioning.

99.5% 的伺服器佈建系統可用性百分比。

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

「月總分鐘數」係指一個月內，每日 24 小時、一週 7 天所測得之總分鐘數。

2. SYSTEM AVAILABILITY

系統可用性

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

除訂購單另明文規定外，SA SLA 不得適用自第三方取得之授權軟體。

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

由 SAP 合理控制範圍以外因素造成的停機時間包括但不限於下列事由：

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.

客戶無法履行本合約規定之客戶責任 (包括適用於授權軟體之訂購維護、根據目前維護使用授權軟體和/或訂購軟體版本或發行版)。

2.2.2. Downtime caused by Customer.

客戶導致的停機時間。

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

因授權軟體第三方製造商規定要件導致之中斷。

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.

計算環境或其部分 (或伺服器佈建之伺服器) 中斷或停機係因客戶提供的授權軟體品質、及/或客戶自訂或修改授權軟體、訂閱軟體或計算環境 (或伺服器佈建之伺服器) 所造成，但若本合約規定此為 SAP 應負之責任，不在此限。

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.

非可歸責於 SAP 而進行必要復原，其針對使用者資料的復原次數 (從媒體備份恢復資料庫資料)。

3. BACKUP AND COMPUTING ENVIRONMENT INCIDENT REACTION TIME

備份和計算環境事故反應時間

(not applicable to Server Provisioning)

(不適用於伺服器佈建)

Description 說明	Computing Environment 計算環境	Service Levels 服務層級
Backup Frequency and retention period for Databases	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.
	NON-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.
資料庫的備份頻率和保留期間	PRD	根據 SAP 產品標準備份每日完全的備份和記錄檔案：30 天保留時間。PRD 的備份將會複製至備援資料中心或位置。
	非 PRD	根據 SAP 產品標準，備份每週完整備份和日誌檔案。14 天保留時間。非 PRD 的備份將會複製至備援資料中心或位置。
Long Term Backup*	PRD and/or NON-PRD	Monthly full back up – 1 year retention time Quarterly full back up – 1 year retention time Yearly full back up – up to 5 years retention time
長期備份*	PRD 及/或非 PRD	每月完整備份 - 1 年保留時間 每季完整備份 - 1 年保留時間 每年完整備份 - 至多 5 年保留時間
Backup Frequency and retention period for File systems	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.
	NON-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.
檔案系統的備份頻率和保留期間	PRD	每月完整備份和每天增量。2 個月保留時間。PRD 的備份將會複製至備援資料中心或位置。
	非 PRD	每月完整備份和每天增量。2 個月保留時間。非 PRD 的備份將會複製至備援資料中心或位置。
Incident Reaction Time for Incident Management	Incident Priority Very High	20 minutes (7x24) and (i) resolution or (ii) workaround or (iii) action plan within 4hrs for PRD
	Incident Priority High	2 hours (7x24) for PRD 4 hours [Local Time on Business Days] for NON-PRD
	Incident Priority Medium	4 hours [Local Time on Business Days] for PRD and NON-PRD
	Incident Priority Low	1 Business Day for PRD and NON-PRD
事故管理的事務反應時間	事故優先順序 - 非常高	20 分鐘 (7x24) 和 (i) 解決方案或 (ii) 暫時性解決方案或 (iii) PRD 的 4 小時內之行動計劃

事故優先順序 - 高	針對 PRD 為 2 小時 (7x24) 針對非 PRD 為 4 小時 [工作日當地時間]
事故優先順序 - 中	針對 PRD 與非 PRD 為 4 小時 [當地時間營業日]
事故優先順序 - 低	1 針對 PRD 與非 PRD 的營業日

*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.

*若已於訂購單中購買此可選服務，則適用此項。長期備份的保留期間終止時間，係本文所載保留時間，或客戶對雲端服務的訂閱期限終止時間 (取其較早者)。

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):

事故優先順序。 以下優先順序適用於所有事故 (客戶指定該優先順序，SAP 得根據以下準則重新指派並合理行事)：

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:

最高： 若客戶回報的事故對正常業務流程，或對核心業務流程的相關 IT 程序造成非常嚴重的後果，且無法執行急迫的工作，則此事故應歸類為「最高」優先順序。常見情況如下：

3.1.1.1. A PRD system is completely down.
PRD 系統完全當機。

3.1.1.2. The imminent go-live or upgrade is jeopardized.
無法立即上線或更新。

3.1.1.3. The core business processes of Customer are seriously affected.
客戶的核心業務流程受到嚴重影響。

3.1.1.4. A workaround is not available.
無法使用暫時性解決方案。

3.1.1.5. The Incident requires immediate processing because the malfunction may cause serious losses.
事故需要立即處理，因為該故障可能會造成嚴重的損失。

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： 如果正常業務流程受到嚴重影響，則事故應歸類為「高」優先順序。這種情況下無法執行必要工作。這是因計算環境中立即需要的功能出錯或不可使用所致。事故必須盡速處理，因為持續故障將嚴重妨礙整體生產業務流程。

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： 如果正常業務流程受到影響，則事故應歸類為「中」優先順序。此問題是因計算環境中功能出錯或不可使用所致。如果正常業務交易受到影響，此訊息應歸類為「中」優先級。

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： 如果問題對正常業務流程影響甚微或根本無影響，則事故應被歸類為「低」優先順序。問題起因是計算環境中並非日常需要或甚少使用的功能出錯或不可使用。

4. SERVICE LEVEL REPORTING

服務層級報告

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

SAP 應在每月彙總報表中追蹤並向客戶匯報本合約所述之「服務層級」。

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.

若客戶未達成本合約規定之一或多個服務層級，則可通知專責 SAP 客戶經理，並請求根據 SAP 提供之每月摘要報告分析服務層級度量統計資料。

4.3. SAP will then promptly:

SAP 隨後將立即：

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

確定未符合服務層級 (若已知) 的根本原因或可能的根本原因，以及

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).

除具有無法符合服務層級的合理事由外，研訂改正行動計畫，並向客戶提交前開計畫以尋求書面核准 (無正當理由，將不會擱置或拖延同意)，且在客戶書面核准後的合理期間 (依據任何商定時間表) 內實施計畫。

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

若適用，SAP 應依以下第 5 條所載內容提供特定抵扣。

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.

若經 SAP 妥適進行根本原因分析，其結果指出未符合相關服務層級係由客戶導致，且因此應視為「排除在外的停機時間」，則 SAP 應免除其支付適用抵扣之義務，且不違反任何服務層級。若客戶不同意根本原因分析，則雙方當事人將共同討論根本原因分析。

5. SERVICE LEVEL FAILURES

服務層級未達成

5.1. Service Credits

服務抵扣

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 未能符合適用的 SA SLA，客戶有權針對 SAP 未能符合各別 SA SLA 請求抵扣，抵扣採加總非 PRD、PRD 與伺服器佈建 (如適用) 之計算方式。請求抵扣額度必須在收到每月 SA SLA 報告後 30 個工作日內，秉持誠信原則，透過書面記錄支援案例之方式提交。無論任何情況下，抵扣最高總額不得超過：

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

在任何一個月，針對所有具備 99.9% SA SLA 的系統，不得超過該月月服務費用的 20% (若載於訂購單，且由客戶購買)；針對所有 SA SLA，則不得超過該月月服務費用的 100%；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).

在任一特定契約年，合計不得超過該契約年受影響雲端服務所支付年度訂閱費用金額的三分之一（或倘適用訂購單中定義的期間短於一年時，指受影響雲端服務所支付訂閱費用總額的三分之一）。

- 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.

當客戶抵扣資格經 SAP 以書面方式 (電子郵件亦可) 確認，SAP 將會套用上列抵扣至日後的雲端服務相關發票，或若本合約無任何日後到期發票，則 SAP 將提供退款。

- 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.

客戶茲確認，抵扣為 SAP 未符合所指服務層級時之唯一專屬補償措施，惟經適用法律禁止者，不在此限。

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

未向 SAP 直接訂閱雲端服務的客戶，須向其適用的 SAP 夥伴請求抵扣額度。

5.2. Termination

終止

- 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 monthly summary 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 SA SLA, and such termination right from the GTC shall not apply.

若 SAP 連續 3 個月皆未符合 PRD 計算環境的 SA SLA，則客戶得在其收到個別每月摘要報告後 30 天內，以書面通知 SAP 終止適用之訂購單。此終止應於 SAP 收到上開通知的 1 個月後生效 (或於客戶在其通知中所載較晚日期生效)。為免除疑義，於無法達成 SA SLA 時，此終止權應取代 GTC 的任何與其他終止條款，且 GTC 所賦予之該等終止權皆無適用餘地。