

SAP ENTERPRISE SUPPORT SCHEDULE (“Schedule”)
SAP ENTERPRISE SUPPORT 明細表 (以下稱「明細表」)

In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the Agreement including any appendices, exhibits, order forms or other documents attached to or incorporated by reference to the Agreement, the provisions of this Schedule shall prevail and govern.

若本明細表的條款與本合約（包含任何附錄、附表、訂購單或合約所附加或透過參考併入的其他文件）的條款相互抵觸或不一致，則應以本明細表的條款為準。

This Schedule governs the provision of support services by SAP as further defined herein (“SAP Enterprise Support”) for all software licensed by Licensee under the Agreement (hereinafter collectively referred to as the “Enterprise Support Solutions”), excluding software to which special support agreements apply exclusively.

本明細表規範針對被授權人遵循合約所授權之任何軟體（以下合稱「Enterprise Support Solution」）而由 SAP 提供之支援服務（如本文進一步定義；以下稱「SAP Enterprise Support」），但單獨適用特殊支援合約之軟體則不在此限。

1. Definitions:

名詞定義：

1.1 “Go-Live” marks the point in time from when, after implementation of the Enterprise Support Solutions or an upgrade of the Enterprise Support Solutions, the Enterprise Support Solutions can be used by Licensee for processing real data in live operation mode and for running Licensee’s internal business operations in accordance with the Agreement.

在 Enterprise Support Solution 完成建置或 Enterprise Support Solution 完成升級後，「上線運作」會標示被授權人何時可開始將 Enterprise Support Solution 用於以現場操作模式處理實際資料，以及根據本合約來執行被授權人的內部業務營運。

1.2 “Licensee Solution(s)” shall mean Enterprise Support Solutions and any other software licensed by Licensee from third parties.

「被授權人解決方案」係指 Enterprise Support Solution 以及由被授權人向第三方取得授權的任何其他軟體。

1.3 “Licensee IT Solution(s)” shall mean Licensee Solution(s) and hardware systems supported by Licensee’s IT team.

「被授權人 IT 解決方案」係指被授權人解決方案及被授權人的 IT 團隊所支援之硬體系統。

1.4 “Production System” shall mean a live SAP system used for running Licensee’s internal business operations and where Licensee’s data is recorded.

「生產系統」指使用於被授權人內部業務營運，且儲存被授權人資料之 SAP 即時線上系統。

1.5 “SAP Software Solution(s)” shall mean a group of one or multiple Production Systems running Licensee Solutions and focusing on a specific functional aspect of Licensee’s business. Details and examples can be found on SAP’s Customer Support Website (as specified in SAP Note 1324027 or any future SAP Note which replaces SAP Note 1324027).

「SAP 軟體解決方案」係指包含一部或多部執行被授權人解決方案且著重於被授權人商務特定功能面之生產系統的組合。

您可在 SAP 的客戶支援網站上找到詳細資料和範例（明定於 SAP Note 1324027 或未來取代 SAP Note 1324027 的任何 SAP Note）。

1.6 “Service Session” shall mean a sequence of support activities and tasks carried out remotely to collect further information by interview or by analysis of a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.

「服務會談」係指以遠端方式舉辦的一連串支援活動和工作事項，目的是透過訪談或分析生產系統收集更多資訊，來產生建議清單。服務會談可以手動執行，或採取自助或全自動方式執行。

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

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

1.8 "Local Office Time" shall mean regular working hours (8.00 a.m. to 6.00 p.m.) during regular working days, in accordance with the applicable public holidays observed by SAP's registered office. With regard to SAP Enterprise Support only, both parties can mutually agree upon a different registered office of one of SAP's affiliates to apply and serve as reference for the Local Office Time.

「當地辦公時間」係指根據 SAP 註冊辦公室遵行之適用公定假日，於正常工作日中的正常工作時間（早上 8:00 至晚上 6:00）。雙方得僅就 SAP Enterprise Support 同意依據其中一個 SAP 關係企業中不同之註冊辦公室，以適用並作為當地辦公時間之參考。

1.9 "SAP's Customer Support Website" shall mean SAP's customer facing support website under <http://support.sap.com/>.

「SAP 之客戶支援網站」係指 SAP 面向客戶的支援網站，位於 <http://support.sap.com/>。

2. Scope of SAP Enterprise Support. Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory, SAP Enterprise Support services. SAP Enterprise Support currently includes:

SAP Enterprise Support 之範圍。 被授權人可請求並且 SAP 應提供 SAP Enterprise Support 服務，限於 SAP 在此區域內普通提供此服務的範圍內。SAP Enterprise Support 目前包括：

Continuous Improvement and Innovation

持續不斷的改進和創新

- New software releases of the licensed Enterprise Support Solutions, as well as tools and procedures for upgrades.

授權 Enterprise Support Solution 的新版軟體，以及用於升級的工具和程序。

- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.

支援套件 - 修正套件，減少實作單一修正的工作。支援套件也可能包含可使現有功能符合變更之法規需求的修正套件，減少實作單一。

- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP may provide enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP's current practice is to provide one enhancement package or other update per calendar year.

SAP 在 SAP Business Suite 7 核心應用程式的各發行版本（從 SAP ERP 6.0 起，以及從 2008 年發行的 SAP CRM 7.0、SAP SCM 7.0、SAP SRM 7.0 和 SAP PLM 7.0 起）中，可能會透過增強套件或其他可用的方式，提供增強的功能和/或創新技術。在進行 SAP 核心應用程式發行版本的主要維護過程中，SAP 目前的做法是會在每一年度提供一個增強套件或其他更新。

- Technology updates to support third-party operating systems and databases.

支援第三方作業系統和資料庫的技術更新。

- Available ABAP source code for SAP software applications and additionally released and supported function modules.

可供 SAP 軟體 應用程式及另行發行與支援之功能模組使用的 ABAP 原始碼。

- Software change management, such as changed configuration settings or Enterprise Support Solutions upgrades, is supported for example with content, tools and information material.
支援軟體變更管理 (例如變更的組態設定或 Enterprise Support Solution 升級), 其方式例如內容、工具和資訊資料。
- SAP provides Licensee with up to five days remote support services per calendar year from SAP solution architects
SAP 每日曆年由其解決方案架構師, 向被授權人提供最多五天的遠端支援服務
 - to assist Licensee in evaluating the innovation capabilities of the latest SAP enhancement package and how it may be deployed for Licensee's business process requirements.
協助被授權人評估最新 SAP 加強套件的創新功能, 以及如何根據被授權人的營業程序需求進行部署。
 - to give Licensee 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/enterprisesupport>. Scheduling, availability and delivery methodology is at SAP's discretion.
以知識傳授課程 (一天) 的方式給予被授權人指導, 以了解定義的 SAP 軟體/應用程式或「全球支援基礎架構」元件。目前已在以下網址列出課程內容和時間表: <http://support.sap.com/enterprisesupport>。SAP 保留排程、可用性和授課方式的決定權。
- SAP gives Licensee access to guided self-services as part of SAP Solution Manager Enterprise Edition, helping the Licensee to optimize technical solution management of selected Enterprise Support Solutions.
SAP 提供被授權人得以存取引導式自助服務, 作為 SAP Solution Manager Enterprise Edition 的一部分, 協助被授權人最佳化所選取 Enterprise Support Solution 的技術解決方案管理。

Advanced Support for Enhancement Packages and other SAP Software Updates

增強套件及其他 SAP 軟體更新之進階支援

SAP offers special remote checks delivered by SAP solution experts to analyze planned or existing modifications and identify possible conflicts between Licensee custom code and enhancement packages and other Enterprise Support Solutions updates. Each check is conducted for one specific modification in one of Licensee's core business process steps. Licensee is entitled to receive two services from one of the following categories per calendar year per SAP Software Solution.

SAP 會執行 SAP 解決方案專家所研發的特殊遠端檢查, 來分析計劃於未來進行的修改或現有修改, 並找出被授權人自訂程式碼和增強套件及其他 Enterprise Support Solution 更新之間的可能衝突。每項檢查都會針對單項被授權人核心業務流程步驟中的單一特定修改加以執行。被授權人有權於每日曆年就每套 SAP 軟體解決方案取得下列其中一種類別的兩項服務。

- Modification Justification: Based on Licensee's provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager Enterprise Edition, SAP identifies standard functionality of Enterprise Support Solutions which may fulfill the Licensee's requirements (for details see <https://support.sap.com/support-programs-services/programs/enterprise-support/academy/delivery/continuous-quality-check.html>).
使修改合理化: 依據被授權人提供 SAP 所需之說明文件, 其中記錄計劃中或現有對 SAP Solution Manager Enterprise Edition 進行自訂修改的範圍和設計, SAP 會找出可能滿足被授權人需求之 Enterprise Support Solution 的標準功能 (如需詳細資訊, 請參閱 <https://support.sap.com/support-programs-services/programs/enterprise-support/academy/delivery/continuous-quality-check.html>)。
- Custom Code Maintainability: Based on Licensee's provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager Enterprise Edition, SAP identifies which user exits and services may be available to separate custom code from SAP code (for details see <https://support.sap.com/support-programs-services/programs/enterprise-support/academy/delivery/continuous-quality-check.html>).

[support/academy/delivery/continuous-quality-check.html](https://support.sap.com/support-programs-services/programs/enterprise-support/academy/delivery/continuous-quality-check.html)).

自訂程式碼的可維護性：依據被授權人提供 SAP 所需之說明文件，其中記錄計劃中或現有對 SAP Solution Manager Enterprise Edition 進行自訂修改的範圍和設計，SAP 會找出可提供哪些使用者出口和服務來區別自訂程式碼與 SAP 程式碼（如需詳細資訊，請參閱 <https://support.sap.com/support-programs-services/programs/enterprise-support/academy/delivery/continuous-quality-check.html>）。

Global Support Backbone

全球支援基礎架構

- SAP's Customer Support Website - SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to licensees and partners of SAP only.
SAP 之客戶支援網站 - SAP 的知識庫，以及 SAP 用以傳輸僅得發佈予 SAP 被授權人和合作夥伴的內容和服務相關知識之外部網路。
- SAP Notes on SAP's Customer Support Website document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that licensees can implement into their SAP system. SAP Notes also document related issues, licensee questions, and recommended solutions (e.g. customizing settings).
SAP 客戶支援網站使用的 SAP Note 會記錄軟體功能錯誤的發生情形，並提供補救、防止和避免發生錯誤的方法。
SAP Note 可能包含可由被授權人建置到本身 SAP 系統中的程式編碼修正。SAP Note 同時載明相關問題、被授權人問題和建議的解決方案（例如自訂設定）。
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
SAP Note Assistant - 可將特定修正和改良功能安裝到 SAP 元件的工具。
- **SAP Solution Manager Enterprise Edition** – as described in Section 2.4
SAP Solution Manager Enterprise Edition – 請參閱第 2.4 條說明

Mission Critical Support

任務關鍵支援

- Global incident handling by SAP for problems related to Enterprise Support Solutions, including Service Level Agreements for Initial Reaction Time and Corrective Action (for more information refer to Section 2.1.1).
由 SAP 針對 Enterprise Support Solution 相關問題處理之全球事件，包括初始回應時間與改正行動之服務層級協議（如需詳細資訊，請參閱 2.1.1 條）。
- SAP Support Advisory Center – as described in Section 2.2.
SAP 支援顧問中心 – 請參閱第 2.2 條說明。
- Continuous Quality Checks – as described in Section 2.3.
持續品質檢查 – 請參閱第 2.3 條說明。
- Global 24x7 root cause analysis and escalation procedures in accordance with section 2.1 below.
依據第 2.1 條之規定，全年無休地進行全球性根本原因分析和逐步上呈程序。
- Root Cause Analysis for Custom Code: For Licensee custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis, according to the Global Incident Handling process and Service Level Agreements stated in Sections 2.1.1, 2.1.2 and 2.1.3, applicable for priority "very high" and priority "high" incidents. If the Licensee custom code is documented according to SAP's then-current standards (for details see <http://support.sap.com/supportstandards>), SAP may provide guidance to assist Licensee in issue

resolution

自訂程式碼的根本原因分析：對於使用 SAP 開發工作台建立的被授權人自訂程式碼，SAP 應依據第 2.1.1, 2.1.2 和 2.1.3 條所述之全球事件處理程序與服務層級協議，就優先順序為「非常高」和「高」的事件提供適用之任務關鍵支援根本原因分析。若被授權人自訂程式碼係依 SAP 當時標準所記載（如需詳細資訊，請參閱 <http://support.sap.com/supportstandards>），則 SAP 得提供指導方針以協助被授權人解決事件

Other Components, Methodologies, Content and Community Participation

其他元件、方法、內容和社群參與

- Monitoring components and agents for systems to monitor available resources and collect system status information of the Enterprise Support Solutions (e.g. SAP EarlyWatch Alert).
監控系統元件和代理程式（例如，SAP EarlyWatch Alert）可供系統監控可用的資源，並收集 Enterprise Support Solution 的系統狀態資訊。
- Process descriptions and process content that may be used as pre-configured test templates and test cases via the SAP Solution Manager Enterprise Edition. In addition, the SAP Solution Manager Enterprise Edition assists Licensee's testing activities.
得透過 SAP Solution Manager Enterprise Edition 做為預先設定之測試範本和測試案例使用之程序說明及程序內容。此外，SAP Solution Manager Enterprise Edition 會協助被授權人的測試活動。
- Content and supplementary tools designed to help increase efficiency, in particular for implementations.
為增進效率所設計的內容和補充工具，特別是針對建置方面
- Tools and content for SAP Application Lifecycle Management (shipped via SAP Solution Manager Enterprise Edition and/or the Enterprise Support Solutions and/or the applicable Documentation for Enterprise Support Solutions and/or SAP's Customer Support Website):
SAP 應用程式生命週期管理之工具及內容（隨附於 SAP Solution Manager Enterprise Edition 和/或 Enterprise Support Solution 和/或 Enterprise Support Solution 的適用文件和/或 SAP 的客戶支援網站交付）：
 - Tools for implementation, configuration, testing, operations and system administration
實作、組態、測試、作業及系統管理的工具
 - Best practices, guidelines, methodologies, process descriptions and process content. This content supports the usage of the tools for SAP Application Lifecycle Management.
最佳實務、指導方針、方法、程序說明及程序內容。本內容支援 SAP 應用程式生命週期管理工具的使用。
- Access to guidelines via SAP's Customer Support Website, which may include implementation and operations processes and content designed to help reduce costs and risks.
透過 SAP 客戶支援網站存取指導方針，此資料庫可能包括建置和作業等程序，以及設計用於協助降低成本和風險的內容。
- Participation in SAP's customer and partner community (via SAP's Customer Support Website), which provides information about best business practices, service offerings, etc.
參與 SAP 客戶和合作夥伴社群（透過 SAP 客戶支援網站），社群可提供最佳商務實務和服務方案等相關資訊。

2.1. Global Incident Handling and Service Level Agreement (SLA). When Licensee reports malfunctions, SAP supports Licensee 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. Licensee may send an incident at any time. All persons involved in the incident resolution process can access the status of the incident at any time. For further details on definition of incident priorities, see SAP Note 67739.

全球事件處理與服務層級協議 (SLA). 當被授權人匯報故障情形時，SAP 得提供補救、防止或避免錯誤的方法，

給予被授權人支援。此類支援的主要管道為 SAP 提供的支援基礎架構。被授權人可於任何時間傳送事件訊息。所有參與事件解決程序的人員，均可隨時存取該事件的狀態。如需事件優先順序定義的相關詳細資料，請參閱 SAP 註記 67739。

In exceptional cases, Licensee may also contact SAP by telephone. Contact details are provided in SAP Note 560499. For such contact (and as otherwise provided) SAP requires that License provide remote access as specified in Section 3.2(iii).

在例外情況下，被授權人亦可致電聯絡 SAP。聯絡人詳細資料請參閱 SAP Note 560499。若是採取上述聯絡方式（以及另外提供的其他方式），SAP 會要求授權依第 3.2(iii) 條所載方式提供遠端存取權限。

The following Service Level Agreements (“SLA” or “SLAs”) shall apply to all Licensee incidents that SAP accepts as being Priority 1 or 2 and which fulfill the prerequisites specified herein. Such SLAs shall commence in the first full Calendar Quarter following the Effective Date of this Schedule. As used herein, “Calendar Quarter” is the three-month period ending on March 31, June 30, September 30 and December 31 respectively of any given calendar year.

下列服務層級協議（以下稱「SLA」或「SLAs」）應適用於 SAP 接受屬於優先順序 1 或 2 並符合下述先決條件的所有被授權人事件。是類 SLA 應開始於本明細表生效日後第一個完整的日曆季度。此處使用的「日曆季度」以三個月為一期，分別結束於任一指定歷年之 3 月 31 日、6 月 30 日、9 月 30 日和 12 月 31 日。

2.1.1 SLA for Initial Response Times:

初始回應時間的 SLA :

a. Priority 1 Incidents (“Very High”). SAP shall respond to Priority 1 incidents within one (1) hour of SAP’s receipt (twenty-four hours a day, seven days a week) of such Priority 1 incidents. An incident is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP functions in the Production System, or Top-Issues, and for each circumstance a workaround is not available.

優先順序 1 事件（以下稱「非常高」）。 SAP 應於接獲（全天候全年無休）此類優先順序 1 事件後一（1）小時內回應。若問題會對正常業務交易造成極其嚴重之後果，且無法執行緊急或營業之重要工作，則該事件應判定為優先順序 1。通常這類事件是因下列原因所造成：完整系統中斷、生產系統的主要 SAP 功能發生故障，或是出現首要問題，而前開原因均無適用之解決方案。

b. Priority 2 Incidents (“High”). SAP shall respond to Priority 2 incidents within four (4) hours of SAP’s receipt during SAP’s Local Office Time of such Priority 2 incidents. An incident is assigned Priority 2 if normal business transactions in a Production System are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system that are required to perform such transactions and/or tasks.

優先順序 2 事件（以下稱「高」）。 SAP 應於接獲（SAP 當地辦公時間內）此類優先順序 2 事件後四（4）小時內回應。若生產系統中的正常業務交易受到嚴重影響，且無法執行必要作業，則該事件應判定為優先順序 2。造成此類情況的原因在於 SAP 系統中執行前述交易及/或工作所需的功能不正確或無法操作。

2.1.2 SLA for Corrective Action Response Time for Priority 1 Incidents: SAP shall provide a solution, work around or action plan for resolution (“Corrective Action”) of Licensee’s Priority 1 incident within four hours of SAP’s receipt (twenty-four hours a day, seven days a week) of such Priority 1 incident (“SLA for Corrective Action”). In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible SAP resources; (iii) required Licensee actions to support the resolution process; (iv) to the extent possible, planned dates for SAP’s actions; and (v) date and time for next status update from SAP. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. 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" or "SAP Proposed Solution", whereas (a) the status Customer Action means the incident was handed over to Licensee; and (b) the status SAP Proposed Solution means SAP has provided a Corrective Action as outlined herein. The SLA for Corrective Action shall be deemed met if within four (4) hours of processing time: SAP proposes a solution, a workaround or an action plan; or if Licensee agrees to reduce the priority level of the incident.

優先順序 1 事件的改正行動回應時間 SLA : (以下稱「改正動作 SLA」) SAP 應於接獲 (全天候全年無休) 前述優先順序 1 事件後四個小時內, 就被授權人的優先順序 1 事件提供解決方案、因應措施或解決方案的行動方案 (以下稱「改正動作」)。若將行動方案提交給被授權人作為修正動作時, 此類行動方案應包括: (i) 解決方案過程狀態、(ii) 計劃的後續步驟 (包括找到應負責執行的 SAP 資源)、(iii) 支援解決方案過程所需的被授權人動作、(iv) 盡可能計劃 SAP 動作的日期, 以及 (v) SAP 下一次狀態更新的日期和時間。後續的狀態更新應包括所採取動作的摘要、計劃的後續步驟, 以及下一次狀態更新的日期和時間。針對糾正行動的 SLA 僅表示在 SAP 處理事件時的處理時間部份 (以下稱「處理時間」)。處理時間不包括事件狀態為「客戶動作」或「SAP 提議解決方案」的時間, 其中 (a)「客戶動作」狀態表示已將事件交回給被授權人, 以及 (b)「SAP 提議解決方案」狀態表示 SAP 已提供本條概述的改正動作。若在四 (4) 小時的處理時間內, SAP 提議解決方案、因應措施或行動方案, 或若被授權人同意降低事件的優先等級, 則視為符合修正動作的 SLA。

2.1.3 Prerequisites and Exclusions.

先決條件與例外狀況

2.1.3.1 Prerequisites. The SLAs shall only apply when the following prerequisites are met for incidents: (i) in all cases except for Root Cause Analysis for Custom Code under Section 2, incidents are related to releases of Enterprise Support Solutions which are classified by SAP with the shipment status "unrestricted shipment"; (ii) incidents are submitted by Licensee in English via the SAP Solution Manager Enterprise Edition in accordance with SAP's then current incident handling log-in procedure which contain the relevant details necessary (as specified in SAP Note 16018 or any future SAP Note which replaces SAP Note 16018) for SAP to take action on the reported incident; (iii) incidents are related to a product release of Enterprise Support Solutions which falls into Mainstream Maintenance or Extended Maintenance.

先決條件。僅當事件符合下列先決條件時, 方可適用 SLA 之內容: (i) 除第 2 條所述自訂程式碼的根本原因分析外, 在所有情況下, 事件應與 Enterprise Support Solution 的發行版本有關, 且 SAP 將其出貨狀態歸類為「不受限制的出貨」; (ii) 事件應由被授權人透過 SAP Solution Manager Enterprise Edition 並依 SAP 當時事件處理登錄程序以英文提交, 前開程序包含 SAP 對報告事件採取行動所需的相關詳細資訊 (如 SAP 註記 16018 或未來將替代 SAP 註記 16018 的任何 SAP 註記所載); (iii) 事件應落在主要維護或延伸維護之範圍內, 並與 Enterprise Support Solution 的產品發行版本有關。

For Priority 1 incidents, the following additional prerequisites must be fulfilled by Licensee: (a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue; (b) Licensee makes available for communications with SAP, twenty four (24) hours a day, seven (7) 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 Licensee's obligations hereunder; and (c) a Licensee contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

被授權人應就優先順序 1 事件滿足下列額外的先決條件: (a) 對於問題及其營業上之影響, 已作出充份詳細之描述, 足以讓 SAP 評估該問題; (b) 被授權人可隨時 (全天候全年無休) 由其經充份培訓且具備充份知識的聯絡人, 使用英文與 SAP 進行溝通, 以便在解決優先順序 1 事件上, 提供與被授權人在本文件下所訂義務相符的協助; 且 (c) 為開啟系統的遠端連線, 並提供必要登入資料予 SAP, 已提供被授權人之聯絡人。

2.1.3.2 Exclusions. For SAP Enterprise Support in particular the following types of Priority 1 incidents are excluded from the SLAs: (i) incidents regarding a release, version and/or functionalities of Enterprise Support Solutions developed specifically for Licensee (including without limitation those developed by SAP Custom Development and/or by SAP subsidiaries) except for custom code built with the SAP development workbench; (ii) incidents regarding country versions that are not part of the Enterprise Support Solutions 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; (iii) the root cause behind the incident is not a malfunction, but a missing functionality (“development request”) or the incident is ascribed to a consulting request.

例外狀況。下列類型的優先順序 1 事件並不包含在 SLAs 內，尤其是對 SAP Enterprise Support 而言：(i) 與專為被授權人開發之 Enterprise Support Solution 發行版本、版本及/或功能有關的事件，包括但不限於 SAP Custom Development 及/或 SAP 子公司所開發者；(ii) 與不屬於 Enterprise Support Solution 一部份並被識別為合作夥伴的附加元件、增強功能或修改的國家版本相關的事件，應予明確排除，即使這些國家版本係由 SAP 或其關係企業所建立者，亦同；(iii) 事件的根本原因並非故障，而屬功能缺失（「開發請求」）或事件歸因於諮詢請求。

2.1.4 Service Level Credit.

服務水準抵扣

2.1.4.1 SAP shall be deemed to have met its obligations pursuant to the SLAs as stated above by reacting within the allowed time frames in ninety-five percent (95%) of the aggregate cases for all SLAs within a Calendar Quarter. In the event Licensee submits less than twenty (20) incidents (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the Enterprise Support term, Licensee agrees that SAP shall be deemed to have met its obligations pursuant to the SLAs stated above if SAP has not exceeded the stated SLA time-frame in more than one incident during the applicable Calendar Quarter.

SAP 應依上述 SLAs 履行其義務，就日曆季度內之所有 SLA，於允許的時間範圍內針對百分之九十五 (95%) 的彙總情況作出回應。若被授權人依上述 SLAs 於 Enterprise Support 期間之任何日曆季度內所提交的事件少於二十 (20) 件 (所有 SLA 之彙總情況)，則被授權人同意 SAP 應依上述 SLAs 履行其義務，前提是 SAP 於適當日曆季度期間的多次事件中，均未超過上述 SLA 時間範圍。

2.1.4.2. Subject to Section 2.1.4.1 above, in the event that the timeframes for the SLA’s are not met (each a “Failure”), the following rules and procedures shall apply: (i) Licensee shall inform SAP in writing of any alleged Failure; (ii) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Licensee’s claim; (iii) Licensee shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP’s ability to reach the SLAs; (iv) subject to this Section 2.1.4, if based on the report, an SAP Failure is proved, SAP shall apply a Service Level Credit (“SLC”) to Licensee’s next SAP Enterprise Support Fee invoice equal to one quarter percent (0.25%) of Licensee’s SAP Enterprise Support Fee for the applicable Calendar Quarter for each Failure reported and proved, subject to a maximum SLC cap per Calendar Quarter of five percent (5%) of Licensee’s SAP Enterprise Support Fee for such Calendar Quarter. Licensee bears the responsibility of notifying SAP of any SLCs within one (1) month after the end of a Calendar Quarter in which a Failure occurs. No penalties will be paid unless notice of Licensee’s well-founded claim for SLC(s) is received by SAP in writing. The SLC stated in this Section 2.1.4 is Licensee’s sole and exclusive remedy with respect to any alleged or actual Failure.

根據上述第 2.1.4.1 條之規定，若不符合 SLA 之時間範圍 (以下分別稱「失敗」)，則應適用下列規則與程序：(i) 被授權人應就任何聲稱之失敗狀況書面通知 SAP；(ii) SAP 應調查是類索賠並提供可證明被授權人索賠正確或不正確之書面報告；(iii) 被授權人應向 SAP 提供可糾正問題或程序之合理協助，以提升 SAP 達成 SLAs 之能力；(iv) 根據第 2.1.4 條之規定，若報告可證明 SAP 失敗狀況，SAP 應對被授權人下一次的 SAP Enterprise

Support 費用發票適用服務水準折扣 (以下稱「SLC」), 對於所有經過報告與證明的失敗情形, 被授權人均可於適當之日曆季度內抵扣其 SAP Enterprise Support 費用的百分之零點二五 (0.25%), 惟仍應遵守各日曆季度之 SLC 上限規定, 亦即被授權人於是類日曆季度內最多可抵扣 SAP Enterprise Support 費用的百分之五 (5%)。被授權人應負責於發生失敗狀況之日曆季度結束後一 (1) 個月內, 將所有 SLC 通知 SAP。SAP 將不會支付任何罰款, 除非其收到被授權人對 SLC 提出合理索賠之書面通知。第 2.1.4 條所述之 SLC 為被授權人對任何聲稱或實際失敗狀況之唯一、專屬補償。

2.2 SAP Support Advisory Center. For Priority 1 and Top-Issues directly related to the Enterprise Support Solutions, SAP shall make available a global unit within SAP's support organization for mission critical support related requests (the "Support Advisory Center"). The Support Advisory Center will perform the following mission critical support tasks: (i) remote support for Top-Issues – the Support Advisory Center will act as an additional escalation level, enabling 24X7 root cause analysis for problem identification; (ii) Continuous Quality Check service delivery planning in collaboration with Licensee's IT, including scheduling and delivery coordination; (iii) provides one SAP Enterprise Support report on request per calendar year; (iv) remote primary certification of the SAP Customer Center of Expertise if requested by Licensee; and (v) providing guidance in cases in which Continuous Quality Checks (as defined in Section 2.3 below), an action plan and/or written recommendations of SAP show a critical status (e.g. a red CQC report) of the Enterprise Support Solutions.

SAP 支援顧問中心。針對與 Enterprise Support Solution 直接相關的優先順序 1 和首要問題, SAP 應就任務關鍵支援的相關要求, 在 SAP 支援機構中設置全球性單位 (以下稱「支援顧問中心」)。支援顧問中心應執行下列任務關鍵支援工作: (i) 對於首要問題之遠端支援 - 支援顧問中心應扮演其他逐步上呈層級的角色, 進行全年無休的根本原因分析以識別問題; (ii) 與被授權人的 IT 人員協力提供持續品質檢查服務, 包括排程與交付上之協調; (iii) 各歷年皆依要求提供一份 SAP Enterprise Support 報告; (iv) 持續品質檢查 (如第 2.3 條所載)、行動方案和/或 SAP 書面建議顯示 Enterprise Support Solution 處於嚴重狀態 (例如: 紅色 CQC 報告) 時, 提供指導方針。

As preparation for the Continuous Quality Check delivery through SAP Solution Manager Enterprise Edition, Licensee's Contact Person and SAP shall jointly perform one mandatory setup service ("Initial Assessment") for the Enterprise Support Solutions. The Initial Assessment shall be based upon SAP standards and documentation.

作為透過 SAP Solution Manager Enterprise Edition 交付持續品質檢查的準備工作, 被授權人之聯絡人與 SAP 應對 Enterprise Support Solution 共同執行一項強制設定服務 (以下稱「初步評估」)。初步評估應以 SAP 標準和說明文件為基礎。

The designated SAP Support Advisory Center will be English speaking and available to Licensee's Contact Person (as defined below) or its authorized representative twenty-four hours a day, seven days a week for mission critical support related requests. The available local or global dial-in numbers are shown in SAP Note 560499.

指定的 SAP 支援顧問中心應使用英文與被授權人之聯絡人 (如下定義) 或其授權之代表人, 全年無休地就任務關鍵支援的相關要求作出回應。如需可用的當地或全球電話號碼, 請參閱 SAP 註記 560499。

The Support Advisory Center is only responsible for the above mentioned mission critical support related tasks to the extent these tasks are directly related to issues or escalations regarding the Enterprise Support Solutions.

就 Enterprise Support Solution 而言, 支援顧問中心僅在與問題或逐步上呈直接有關的限度內, 負責進行與前述任務關鍵支援相關的工作。

2.3 SAP Continuous Quality Check. In case of critical situations related to the SAP Software Solution (such as Go Live, upgrade, migration or Top Issues), SAP will provide at least one Continuous Quality Check (the "Continuous Quality Check" or "CQC") per calendar year for each SAP Software Solution.

SAP 持續品質檢查。若發生與 SAP 軟體解決方案相關之嚴重情事 (如上線運作、升級、移轉或首要問題), SAP 每歷年皆應就每套 SAP 軟體解決方案提供至少一項持續品質檢查 (以下稱「持續品質檢查」或「CQC」)。

The CQC may consist of one or more manual or automatic remote Service Sessions. SAP may deliver further CQC's in cases where vital alerts are reported by SAP EarlyWatch Alert or in those cases where Licensee and the SAP Advisory Center mutually agree that such a service is needed to handle a Top-Issue. Details, such as the exact type and priorities of a CQC and the tasks of SAP and cooperation duties of Licensee, shall be mutually agreed upon between the parties. At the end of a CQC, SAP will provide Licensee with an action plan and/or written recommendations.

CQC 得包含一或多次手動、自助或自動遠端服務工作階段。SAP 得交付進一步 CQC 之前題為, SAP EarlyWatch Alert 發出重大警示, 或被授權人與 SAP 顧問中心同意需透過該服務方可處理首要問題。諸如 CQC 之確切類型和優先順序、SAP 之工作以及被授權人之合作責任等詳細資料將由雙方共同約定。CQC 結束時, SAP 應向被授權人提供行動方案和/或書面建議。

Licensee acknowledges that all or part of the CQC sessions may be delivered by SAP and/or a certified SAP partner acting as SAP's subcontractor and based on SAP's CQC standards and methodologies. Licensee agrees to provide appropriate resources, including but not limited to equipment, data, information, and appropriate and cooperative personnel, to facilitate the delivery of CQC's hereunder.

被授權人承認 CQC 工作階段的全部或部份項目將由 SAP 和/或擔任 SAP 分包商之 SAP 認證夥伴, 依據 SAP 之 CQC 標準和方法予以履行。被授權人同意提供適當的資源 (包括但不限於設備、資料、資訊) 以及適當的合作人員, 協助交付下文所述之 CQC。

Licensee acknowledges that SAP limits CQC re-scheduling to a maximum of three times per year. Re-scheduling must take place at least 5 working days before the planned delivery date. If Licensee fails to follow these guidelines, SAP is not obliged to deliver the yearly CQC to the Licensee.

被授權人承認 SAP 得將 CQC 重新排程限制為每年最多三次。重新排程必須在計劃交付日期至少 5 個工作天之前進行。

若被授權人無法遵守上開指導方針, SAP 便無義務每年交付 CQC 予被授權人。

2.4 SAP Solution Manager Enterprise Edition under SAP Enterprise Support.

SAP Enterprise Support 項下的 SAP Solution Manager Enterprise Edition

2.4.1 Use of SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) shall be subject to the Agreement and is solely for the following purposes under SAP Enterprise Support: (i) delivery of SAP Enterprise Support, and (ii) application lifecycle management for Licensee IT Solutions. Such application lifecycle management is limited solely to the following purposes:

SAP Solution Manager Enterprise Edition (及 SAP Solution Manager Enterprise Edition 本文以下提供的任何後續版本) 之使用應受合約所拘束, 且依 SAP Enterprise Support 僅基於下列目的使用: (i) SAP Enterprise Support 的交付 (ii) 被授權人 IT 解決方案的應用程式生命週期管理。此應用程式生命週期管理僅限於以下目的:

- implementation, configuration, testing, operations, continuous improvement and diagnostics
實作、組態、測試、操作、持續改善和診斷
- incident management (service desk), problem management and change request management as enabled using SAP CRM technology integrated in SAP Solution Manager Enterprise Edition
利用整合到 SAP Solution Manager Enterprise Edition 中的 SAP CRM 技術, 促進事件管理 (服務台)、問題管理和變更要求管理
- mobile application lifecycle management scenarios using SAP NetWeaver Gateway (or equivalent technology) integrated in SAP Solution Manager Enterprise Edition

使用 SAP Solution Manager Enterprise Edition 中所整合之 SAP NetWeaver Gateway (或同等技術) 的行動應用程式生命週期管理方案

- management of application lifecycle management projects for Licensee IT Solutions using the project management functionality of SAP Project and Portfolio Management integrated in SAP Solution Manager Enterprise Edition. (However, the portfolio management functionality of SAP Project and Portfolio Management is not in scope of SAP Solution Manager Enterprise Edition and will need to be licensed separately by Licensee.)

利用整合於 SAP Solution Manager Enterprise Edition 中的 SAP 專案與組合管理的專案管理功能對被授權人 IT 解決方案之應用程式生命週期管理專案進行管理。(不過, SAP 專案及組合管理的組合管理功能未包含於 SAP Solution Manager Enterprise Edition 的範圍, 其必須由被授權人單獨授權。)

- administration, monitoring, reporting and business intelligence as enabled using SAP NetWeaver technology integrated in SAP Solution Manager Enterprise Edition. Business intelligence may also be performed provided the appropriate SAP BI software is licensed by Licensee as part of the Enterprise Support Solutions.

利用整合至 SAP Solution Manager Enterprise Edition 的 SAP NetWeaver 技術, 促進管理、監控、回報和商務智慧。若被授權人亦獲得適當 SAP BI 軟體之授權作為 Enterprise Support Solution 的一部分, 則亦可能實現商務智慧。

For application lifecycle management as outlined under section 2.4.1(ii) above, Licensee does not require a separate Package license to SAP CRM. Licensee must hold appropriate Named User licenses to Use SAP Solution Manager.

對於第 2.4.1(ii) 概述之應用程式生命週期管理, 被授權人不需要 SAP CRM 之獨立套件授權。被授權人必須擁有適當的指定使用者授權, 才能使用 SAP Solution Manager。

2.4.2 Licensee is entitled to use those SAP databases which are listed on SAP's Customer Support Website that are generally available to all SAP licensees together with SAP Solution Manager. This runtime license is limited to the use of the relevant database as underlying database of the SAP Solution Manager and limited to the term of this Schedule.

被授權人有權使用 SAP 客戶支援網站上所列示之該等 SAP 資料庫, 其一般係連同 SAP Solution Manager 一併提供予所有 SAP 被授權人。本執行階段授權僅限將相關資料庫做為 SAP Solution Manager 的基礎資料庫使用, 且僅限本明細表期間內。

2.4.3 SAP Solution Manager Enterprise Edition may not be used for purposes other than those stated above. Without limiting the foregoing restriction, Licensee shall especially without limitation not use SAP Solution Manager Enterprise Edition for (i) CRM scenarios such as opportunity management, lead management, or trade promotion management except as CRM scenarios are expressly stated in Section 2.4.1; (ii) SAP NetWeaver usage types other than those stated above or (iii) application lifecycle management and in particular incident management (service desk) except for Licensee IT Solutions and (iv) non-IT shared services capabilities, including without limitation HR, Finance or Procurement; (v) SAP Project and Portfolio Management including but not limited to portfolio management or project management other than management of application lifecycle management projects as described above in Section 2.4.1; (vi) SAP NetWeaver Gateway, except for the mobile application lifecycle management scenarios within the scope described above in Section 2.4.1.

不得針對未於以上列入的目的, 使用 SAP Solution Manager Enterprise Edition。除上述限制之外, 被授權人特別不應且不限於針對下列目的使用 SAP Solution Manager Enterprise Edition: (i) CRM 方案, 例如機會管理、潛在客戶管理或交易促銷管理, 但在第 2.4.1 條中明文詳述的 CRM 方案不在此限; (ii) 上述之外的 SAP NetWeaver 使用類型; 或 (iii) 應用程式生命週期管理, 特別針對事件管理(服務台)(但被授權人 IT 解

決方案不在此限)；以及(iv)非 IT 共用服務功能，包括但不限於人事管理、財務或採購；(v) SAP 專案及組合管理，包括但不限於以上第 2.4.1 條所述應用程式生命週期管理專案之管理以外的組合管理或專案管理；(vi) SAP NetWeaver Gateway，惟具有以上第 2.4.1 條所述範圍的行動應用程式生命週期管理方案除外。

2.4.4 SAP – in its sole discretion – may update from time to time on SAP’s Customer Support Website under <http://support.sap.com/solutionmanager> the use cases for SAP Solution Manager Enterprise Edition under this Section 2.4.

SAP 得自行決定隨時更新 <http://service.sap.com/solutionmanager> 之 SAP 的客戶支援網站上所述，依本文第 2.4 條所規範的 SAP Solution Manager Enterprise Edition 之使用情形。

2.4.5 SAP Solution Manager Enterprise Edition shall only be used during the term of this Schedule and by Named Users licensed by Licensee subject to the licensed rights for the Software and exclusively for Licensee's SAP-related support purposes in support of Licensee’s internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under SAP Enterprise Support other than those listed above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. Notwithstanding the foregoing limitation on Named Users, Licensee shall be entitled to allow any of its employees to use web self-services in the SAP Solution Manager Enterprise Edition during the term of this Schedule like creating support tickets, requesting support ticket status, ticket confirmation and change approvals directly related to Licensee IT Solutions.

SAP Solution Manager Enterprise Edition 僅能於本明細表期間由被授權人授權的具名使用者使用，並受軟體授權權利所約束，且僅能用於被授權人之 SAP 相關支援用途，以支援被授權人的內部業務營運。即使可透過 SAP Solution Manager Enterprise Edition 存取未於上述列出之功能，或此類功能與 SAP Solution Manager Enterprise Edition 相關，在 SAP Enterprise Support 中使用任何未於上述列出之 SAP Solution Manager Enterprise Edition 功能之權利，仍應受其他與 SAP 簽訂之書面協議規範。除前述對指定使用者之限制外，被授權人應有權讓其任何員工，在此明細表期間，僅針對建立支援單、要求支援單狀態、支援單確認，以及直接與被授權人 IT 解決方案相關的變更核准等目的，使用 SAP Solution Manager Enterprise Edition 的 Web 自助服務。

2.4.6 In the event Licensee terminates SAP Enterprise Support and receives SAP Standard Support in accordance with Section 6, Licensee’s use of SAP Solution Manager Enterprise Edition under SAP Enterprise Support shall cease. Thereafter, Licensee’s use of SAP Solution Manager Enterprise Edition shall be governed by the terms and conditions of the SAP Standard Support Schedule.

若被授權人根據第 6 條所述終止 SAP Enterprise Support 和接受 SAP Standard Support，被授權人應停止根據 SAP Enterprise Support 使用 SAP Solution Manager Enterprise Edition。之後，被授權人使用 SAP Solution Manager Enterprise Edition 時，應根據 SAP Standard Support 明細表的條款和條件。

2.4.7 Use of SAP Solution Manager Enterprise Edition may not be offered by Licensee as a service to third parties even if such third parties have licensed SAP Software and have licensed Named Users; provided, third parties authorized to access the SAP Software under the Agreement may have access to SAP Solution Manager Enterprise Edition solely for SAP-related support purposes in support of Licensee’s internal business operations under and in accordance with the terms of this Schedule.

被授權人不得提供 SAP Solution Manager Enterprise Edition 作為對第三方之服務，即使該第三方擁有授權的 SAP 軟體，且已獲該指定使用者授權時亦然。在此前提下，依據合約獲得授權存取 SAP 軟體的第三方，僅得針對 SAP 相關支援目的，並根據此明細表的條款來支援被授權人內部業務營運，來存取 SAP Solution Manager Enterprise Edition。

3. Licensee's Responsibilities.

被授權人之責任

3.1 SAP Enterprise Support Program Management. In order to receive SAP Enterprise Support hereunder, Licensee shall designate a qualified English speaking contact within its SAP Customer Center of Expertise for the Support Advisory Center (the "Contact Person") and shall provide contact details (in particular 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. Licensee's Contact Person shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

SAP Enterprise Support 程式管理。如欲接受本文所載之 SAP Enterprise Support，被授權人應於其 SAP 客戶專業技術中心內就支援顧問中心指定合格的英語聯絡人員（以下稱「聯絡人」），並提供可隨時聯絡之聯絡人或授權代表聯絡資訊（尤其是電子郵件地址和電話號碼）。被授權人的聯絡人必須具備被授權人之授權代表身分，有權力代表被授權人做出必要決策，或避免不必要之延誤以實現此類決策。

3.2 Other Requirements. In order to receive SAP Enterprise Support hereunder, Licensee must further satisfy the following requirements:

其他要求。如欲接受本文所載之 SAP Enterprise Support，被授權人必須另外符合下列要求：

(i) Continue to pay all Enterprise Support Service Fees in accordance with the Agreement and this Schedule.

繼續根本合約與本明細表支付所有 Enterprise Support 服務費。

(ii) Otherwise fulfill its obligations under the Agreement and this Schedule.

除此之外要根據本合約與本明細表履行其義務。

(iii) Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote analysis of issues as part of incident handling. Such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process incidents or the country in which they are located. Licensee 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 must also be installed for support services. For more details, see SAP Note 91488.

透過 SAP 定義之技術標準程序提供並維持遠端存取，並授予 SAP 所有所需權限，尤其是事件處理的遠端問題分析部分。授權者必須全權授予此類遠端存取權限，不得限制處理事件之 SAP 員工國籍，或員工所在國家。被授權人承認若不授與存取，可能導致事件處理及提供修正之延遲，或使 SAP 無法以有效方式提供協助。此外，必須安裝必要軟體元件才能獲得支援服務。如需詳細資訊，請參閱 SAP Note 91488。

(iv) Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 4 below.

建立並維護符合第 4 條所述要求的 SAP 認證客戶 COE。

(v) Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, and the latest SAP Solution Manager Enterprise Edition support packages.

已安裝、設定並於正式作業中使用 SAP Solution Manager Enterprise Edition 軟體系統（含 Basis 的最新修補程式），以及 SAP Solution Manager Enterprise Edition 最新支援套件。

(vi) Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager Enterprise Edition system. See SAP Note 1257308 for information on setting up this service.

啟用生產系統的 SAP EarlyWatch Alert，並傳輸資料到被授權人的正式作業 SAP Solution Manager Enterprise Edition 系統。請參閱 SAP Note 1257308，瞭解關於設定本服務的資訊。

(vii) Perform the Initial Assessment as described in Section 2.2 and implement all the recommendations of SAP classified as mandatory.

執行第 2.2 條所述之初步評估，並實作 SAP 歸類為強制的的所有建議。

(viii) Establish a connection between Licensee's SAP Solution Manager Enterprise Edition installation and SAP and a connection between the Enterprise Support Solutions and Licensee's SAP Solution Manager Enterprise Edition installation.

建立被授權人安裝之 SAP Solution Manager Enterprise Edition 與 SAP 之間的連線，以及 Enterprise Support Solution 與被授權人安裝之 SAP Solution Manager Enterprise Edition 之間的連線。

(ix) Licensee shall maintain the solution landscape and core business processes in Licensee's SAP Solution Manager Enterprise Edition system for all Production Systems and systems connected to the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.

被授權人必須為所有生產系統及連線至生產系統的系統，維護其解決方案架構與被授權人之 SAP Solution Manager Enterprise Edition 系統中的核心業務流程。被授權人應記錄其 SAP Solution Manager Enterprise Edition 系統之任何建置或升級專案。

(x) To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.

為求完整啟用並啟動 SAP Solution Manager Enterprise Edition，被授權人應遵守相關文件內容。

(xi) Licensee agrees to maintain adequate and current records of all modifications and, if needed, promptly provide such records to SAP.

被授權人同意充分維護所有修改之最新記錄，並於需要時立即將此類記錄提供給 SAP。

(xii) Submit all incidents via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or add-ons.

不時透過當時的 SAP 支援基礎架構，包括 SAP 提供之更新、升級或附加元件，提交所有錯誤訊息。

(xiii) Inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the Enterprise Support Solutions.

若被授權人的安裝與具名使用者有任何異動，以及與 Enterprise Support Solution 相關之所有其他資訊有所異動，被授權人必須立即通知 SAP，不得無正當理由延遲。

4. Customer Center of Expertise.

Customer Center of Expertise

4.1 Role of the Customer Center of Expertise. In order to leverage the full potential value delivered as part of SAP Enterprise Support, Licensee is required to establish a Customer Center of Expertise ("Customer Center of Expertise", or "Customer COE"). The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP support organization. As a permanent center of expertise, the Customer COE supports Licensee's efficient implementation, innovation, operation and quality of business processes and systems related to the SAP Software Solution based on the Run SAP methodology provided by SAP. The Customer COE should cover all core business process operations. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

客戶專業技術中心的角色。為了利用 SAP Enterprise Support 隨附之全部潛在價值，被授權人需建立客戶專業技術中心（以下稱「客戶專業技術中心」或「客戶 COE」）。客戶 COE 是由被授權人指派，做為與 SAP 支援機構互動的聯絡中心。擔任永久的專業技術中心前提下，客戶 COE 可依據 SAP 提供之 Run SAP 方法，支援被授權人對與 SAP 軟體解決方案相關之商務流程和系統的有效實作、創新、操作和品質控制。客戶 COE 應涵蓋所有核心商務流程作業。SAP 建議將客戶 COE 建置為與功能和技術建置專案同步執行的專案。

4.2 Basic Functions of the Customer COE. The Customer COE must fulfill the following basic functions:

客戶 COE 的基本功能。 客戶 COE 必須執行下列基本功能：

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be jointly reviewed in the framework of the service planning process and the certification audit.
Support Desk：設置並營運 Support Desk，聘請足夠的支援顧問人數，於一般當地工作時間（至少一天 8 小時，一星期 5 天，即週一至週五），提供基本架構/應用程式平台及相關應用程式的支援服務。我們將以服務規劃流程與認證稽核之架構，共同審查被授權人的支援流程與技能。
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
契約管理：與 SAP 聯合處理契約及授權（授權查核、維護請款、核發訂單處理、使用者主檔及安裝資料管理等）。
- Coordination of innovation requests: Collection and coordination of development requests from the Licensee and/or any of its affiliates, provided such affiliates are entitled to use the Enterprise Support Solutions under the Agreement. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of Enterprise Support Solutions and to ensure that planned modifications are in alignment with the SAP software and release strategy.
協調創新要求：收集並協調來自被授權人及/或其關係企業的開發要求（前提為此類關係企業根據本合約有權使用 Enterprise Support Solution）。在本角色中，客戶 COE 也必須有權擔任 SAP 之介面，採取所有所需之行動及決策，避免不必要修改 Enterprise Support Solution，並確保規劃之修改與 SAP 軟體及發行策略一致。
- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Enterprise Support Solutions and the Customer COE within the Licensee's organization.
資訊管理：於被授權人組織內部發佈 Enterprise Support Solution 與客戶 COE 之相關資訊（例如內部展示、資訊活動與行銷）。
- CQC and other remote services planning: Licensee regularly engages in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.
CQC 和其他遠端服務規劃：被授權人應定期與 SAP 共同參與服務規劃流程。該服務規劃應始於初步實作期間，之後並將持續定期運作。

4.3 Customer COE Certification. Licensee must establish a certified Customer COE upon the later to occur of the following: (i) within twelve months after the Effective Date; or (ii) within six months after Licensee has started using at least one of the Enterprise Support Solutions in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels, is available on SAP's Customer Support Website (<http://support.sap.com/ccoe>).

客戶 COE 認證。 被授權人必須在下列兩個條件其中較後發生者發生時，建立獲得認證的客戶 COE：(i) 生效日後的十二個月內，或 (ii) 被授權人開始在線上使用至少一項 Enterprise Support Solution 來進行一般業務營運後的六個月內。若要取得目前的主要客戶 COE 認證或取得 SAP 的重新認證，客戶 COE 必須歷經稽核程序。如需初始認證和重新認證程序和條件的詳細資訊以及可用認證層級的資訊，可從 SAP 客戶支援網站取得，網址為 <http://support.sap.com/ccoe>。

5. Enterprise Support Fees. SAP Enterprise Support Fees shall be paid annually in advance and shall be specified in appendices or order forms under the Agreement.

Enterprise Support 費用。 SAP Enterprise Support 年費須預先支付，並且於協議之附錄或訂購單中註明費用。

6. Termination

終止

6.1 SAP Enterprise Support may be terminated by either party with three months' written notice (i) prior to the end of the Initial Term and (ii) thereafter, prior to the start of the following renewal period. Any termination provided in accordance with above will be effective at the end of the then-current SAP Enterprise Support period during which the termination notice is received by the respective party. Notwithstanding the forgoing, SAP may terminate SAP Enterprise Support after one month's written notice of Licensee's failure to pay Enterprise Support Fees.

雙方皆可於下列期間的三個月內，以書面通知終止 SAP Enterprise Support：(i) 於第一期結束前；(ii) 續約期開始前。以上所述的終止行為，會在對方收到終止通知當時的 SAP Enterprise Support 期間結束後生效。儘管前述如此，若被授權人無法支付 Enterprise Support 費用，SAP 仍可於書面通知一個月後終止 SAP Enterprise Support。

6.2 Notwithstanding Licensee's rights under Section 6.1, and provided Licensee is not in default of any obligations under the Agreement, Licensee may select SAP Standard Support with three months' written notice to SAP either (i) with respect to all orders for support that are solely on a calendar year renewal basis, prior to the start of the renewal period that follows the Initial Term that commenced as of Licensee's first order for SAP Enterprise Support; or (ii) with respect to all orders for support that are not solely on a calendar year renewal basis, prior to the start of the first renewal period in any calendar year that follows the Initial Term that commenced as of Licensee's first order for SAP Enterprise Support. Such selection shall be stated by Licensee in the notice letter, and shall terminate SAP Enterprise Support effective with the commencement of SAP Standard Support. Any such selection shall apply to all Enterprise Support Solutions and shall be on SAP's then-current terms and conditions for SAP Standard Support, including without limitation pricing. SAP and Licensee shall execute an amendment or other document to the Agreement memorializing Licensee's selection and SAP's then-current terms and conditions.

無論第 6.1 條對被授權人之權利規定如何，且假使被授權人未違反本合約之任何義務，被授權人皆得於三個月前以書面通知 SAP，從下列條件擇一選擇 SAP Standard Support：(i) 自被授權人之 SAP Enterprise Support 首張訂單開始算起的第一期結束時，在續約期開始前，完全以日曆年為計算單位，針對所有支援訂單續約；或 (ii) 自被授權人之 SAP Enterprise Support 首張訂單開始算起的第一期結束時，在任何日曆年中首次續約期開始前，不完全以日曆年為計算單位，針對所有支援訂單續約。被授權人必須以通知信指定選項，且應終止 SAP Enterprise Support，於 SAP Standard Support 開始時生效。任何此類選擇行動皆適用於所有 Enterprise Support Solution，且必須遵守 SAP Standard Support 當時的條款與條件，包括但不限於定價。凡合約中記載被授權人之選擇及 SAP 當時的條款與條件，SAP 與被授權人皆應簽署合約之修正條款或其他文件。

6.3 For the avoidance of any doubt, termination of SAP Enterprise Support or selection to enroll in another type of SAP Support Services by Licensee pursuant to Support Services selection provisions under the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of SAP Enterprise Support or partial selection of SAP Enterprise Support by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents or this Schedule.

為了避免產生任何疑義，被授權人依據本合約之支援服務選取條款，終止 SAP Enterprise Support 或選擇參與另一種 SAP 支援服務類型時，此類終止或選擇亦應嚴格套用至本合約中及其附錄、時間表、補述和訂購文件中之所有授權，

且不允許根據任一部分的合約及其附錄、時間表、補述、訂購文件或此明細表，終止部分 SAP Enterprise Support 或選擇使用部分的 SAP Enterprise Support。

7. Verification. To check the compliance with the terms of this Schedule, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (i) the correctness of the information Licensee provided and (ii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the rights and restrictions set out in Section 2.4.

驗證。為檢查是否遵守本明細表之條款，SAP 有權定期監控（依照 SAP 標準程序，至少一年一次）(i) 被授權人提供之資訊是否正確 (ii) 被授權人是否根據第 2.4 條所訂定之權利與限制使用 Solution Manager Enterprise Edition。

8. Reinstatement. In the event Licensee elects not to commence SAP Enterprise Support upon the first day of the month following initial delivery of the Enterprise Support Solutions, or SAP Enterprise Support is otherwise terminated pursuant to Section 6 above or declined by Licensee for some period of time, and is subsequently requested or reinstated, SAP will invoice Licensee the accrued SAP Enterprise Support Fees associated with such time period plus a reinstatement fee.

復用。若被授權人在我們首次提供 Enterprise Support Solution 當月的第一天，選擇不開始使用 SAP Enterprise Support，或被授權人根據第 6 條，而另行終止或拒絕該項使用一段期間，而被授權人後續要求或復用服務，SAP 會將此期間累計的 SAP Enterprise Support 相關費用 加上復用費，開立發票給被授權人。

9. Other Terms and Conditions.

其他條款與條件

9.1 The scope of SAP Enterprise Support offered by SAP may be changed annually by SAP at any time upon three (3) months' prior written notice.

SAP 得隨時於三 (3) 個月前發出書面通知，變更每年由 SAP 提供之 SAP Enterprise Support 範圍。

9.2 Licensee hereby confirms that Licensee has obtained all applicable licenses for the Licensee Solutions.

被授權人在此確認其已取得被授權人解決方案之所有相關授權。

9.3 In the event that Licensee is entitled to receive one or more services per calendar year, (i) Licensee shall not be entitled to receive such services in the first calendar year if the Effective Date of this Schedule is after September 30 and (ii) Licensee shall not be entitled to transfer a service to the next year if Licensee has not utilized such service.

若被授權人有權在每個年度收到一種或一種以上之服務，(i) 若本明細表之生效日期為 9 月 30 日後，則被授權人無權於第一個年度收到此類服務，且 (ii) 若被授權人尚未使用此類服務，被授權人無權將服務轉移至明年使用。

9.4 FAILURE TO UTILIZE SAP ENTERPRISE SUPPORT PROVIDED BY SAP MAY PREVENT SAP FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE FOR WHICH SAP CANNOT BE HELD RESPONSIBLE.

若未使用 SAP 提供之 SAP ENTERPRISE SUPPORT，可能導致 SAP 無法找出潛在問題並協助修正潛在問題，若因此造成軟體效能不良，SAP 概不負責。

9.5 In the event SAP licenses third party software to Licensee under the Agreement, SAP shall provide SAP Enterprise Support on such third party software to the degree the applicable third party makes such support available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Enterprise Support. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee. If the vendor does not provide the support services required by SAP any more, SAP has the right to give reasonable notice of at least three months effective at the end of a calendar quarter of extraordinary and partial termination on the contractual relationship for support for the third party software concerned.

若 SAP 根據合約，將第三方軟體授權給被授權人，SAP 會對此類第三方軟體提供 SAP Enterprise Support，服務之範圍以相關第三方為 SAP 提供之此類支援為限。被授權人可能必須將其作業系統及資料庫升級至更新的版本，才能收到 SAP Enterprise Support。若相關廠商針對其產品提供延伸支援服務，SAP 可能會根據個別書面協議，提供此類延伸支援服務，並收取額外費用。若廠商不再提供 SAP 所需的支援服務，SAP 有權發出合理通知，於生效之日曆季度結束後的至少三個月，針對相關第三方軟體支援之合約關係提出特殊與部分終止。

9.6 SAP Enterprise Support is provided according to the current maintenance phases of SAP software releases as stated in <http://support.sap.com/releasestrategy>.

SAP Enterprise Support 是根據 SAP 軟體發行版本的目前維護階段所提供，請見 <http://support.sap.com/releasestrategy>。