#### **Service Description**



#### 服务说明

#### Managed Services (Application Management Services)

托管服务 (应用程序管理服务)

#### **Definitions**

<u> 定义</u>

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1. **"Application Management Services (AMS)**" provide SLA based post implementation application support for a Customers SAP centric landscape.

"应用程序管理服务(AMS)"为客户的 SAP 中心架构提供基于 SLA 的实施后应用程序支持。

2. **"Business Day"** means any days from Monday to Friday with the exception of public holidays at Customer location. This means that Saturday, Sunday, and country-specific public holidays are not Business Days. Exceptions may be specified in the applicable Scope Document.

"**工作日**"是指从周一到周五的任何一天,客户所在地的公共节假日除外。也就是说,周六、周日以及国家特定的 公共节假日并不属于工作日。例外情况详见适用范围文档。

- "Business Hour" means business hours (8 a.m. until 6 p.m. local time) at Customer location on Business Days. Exceptions may be specified in the applicable Scope Document.
   "工作时间"是指客户所在地的工作日的工作时间(当地时间上午 8 点至下午 6 点)。例外情况详见适用范围文档。
- 4. "Change Management Process" means the procedure to authorize, plan and deploy a change of the business process into the productive systems. All changes in the Customers system, which are not caused by an Incident or Problem or agreed as a Standard Change, are considered a Request for Change. Change Management does not only include the implementation procedure, but the holistic process from the requirement to the deployment. Changes are classified by their potential impact to the productive system (Regular Change and Emergency Change). Depending on the potential impact a certain approval level is required.

"变更管理流程"是指获得业务流程变更授权,以及制定业务流程变更计划并将其部署至生产系统的一系列程序。 客户系统中的所有变更,如非因事件或问题导致,或非约定的标准变更,则均应视为变更请求。变更管理不仅仅 包含实施流程,而且涵盖从要求到部署的整个过程。根据对生产系统的潜在影响对变更进行分类(常规变更和紧 急变更)。根据具体的潜在影响,适用一定的批准级别。

5. "Change Request" means any changes in the AMS Service as described in a written document signed by the parties and referencing the applicable Order Form.

"变更请求"是指对双方共同签署且引述适用订购单的书面文档中所述的 AMS 服务所做的任何变更。

6. "Customer Data" means any content, materials, data and information that Customer or its Named Users enter into the Computing Environment.

"客户数据"是指客户或其指定用户在计算环境中提供的任何内容、材料、数据和信息。

7. "Continuous Operations" The Request category Continuous Operations is are intended for all Tickets that contain some kind of continuous support for a longer time period. As a rule, these will be periodical / recurring Tickets. They can be used to record proactive support (except monitoring) based on the Customer contract or separate agreements, continued consulting or minor maintenance tasks on request of the Customer if the Customer does not want to create a separate Ticket for each task. Continuous Operations Requests are processed in compliance with the Request Fulfillment process.

"持续运营"请求类别的持续运营旨在处理要求在更长期间内提供某类持续支持的所有消息。通常,这些是定期/ 经常性消息。如客户不希望为每个任务创建单独的消息,此类消息可用于记录基于客户合同或单独协议、根据 客户要求提供的持续咨询或日常维护任务的主动式支持(监控除外)。根据请求履行流程处理持续运营请求。

- "DEV" (Development Computing Environment) means that part of the Computing Environment which is used only for the development and testing of new customizing or application adjustments.
   "DEV" (开发计算环境) 是指仅用于开发和测试新定制或应用程序调整的那部分计算环境。
- "Incidents" means an unplanned interruption of a business process.
   "事件"是指业务流程计划外中断。

- 10. "Initial Reaction Time (IRT)" means the amount of time (e.g. in hours or minutes) between the receipt of a support Ticket (time stamp of Ticket status "open") and the first action taken by an SAP support person (time stamp of Ticket status "in process") to respond to an Incident or process a Service or Change Request".
  "初始响应时间(IRT)"是指收到支持消息(消息状态的时间标记为"开启")和 SAP 支持人员第一次采取行动(消息状态的时间标记为"处理中")响应事件或处理服务或变更请求之间的时间(如按小时或分钟算)。
- 11. "Key User" means a customer's specified contact person who has responsibility for a special business process and SAP software knowledge. A Key User is authorized to address Requests to SAP.

"关键用户"是指拥有特殊业务流程和掌握 SAP 软件知识的客户指定联系人。关键用户经授权可向 SAP 提出请求。

- 12. "LAN" means a local area network that is a logical computer network that spans a relatively small area. "LAN" 是指局域网,是覆盖相对较小的逻辑计算机网络。
- 13. "License Agreement" means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller of the SAP software) under which Customer procured the license rights to use SAP software that comprises part or all of the Hosted Software.

"**许可协议"**是指 SAP(或 SAP SE 关联企业,或 SAP 软件的授权分销商)与客户之间达成的协议,客户据此 购买构成托管软件的一部分或全部的 SAP 软件的许可使用权利。

14. "Local Time" means, except as otherwise expressly defined below, the following time zones:

"**当地时间**"是指除下面另外明确规定以外的下列时区:

UTC-4, Americas (summer); UTC-5, Americas (EST winter)

UTC-4,美洲(夏季); UTC-5,美洲(EST冬季)

UTC+2, Europe (summer); UTC+3, Europe (CET winter)

UTC+2, 欧洲(夏季); UTC+3, 欧洲(CET冬季)

UTC+8, APJ

UTC+8,亚太及日本

15. "Month" means a calendar month.

"**月"**是指日历月。

16. "NON-PRD" (or "Non-Production Computing Environment") means any Computing Environment other than a PRD and may include development, quality assurance or sandbox environments.
 "非 PRD" (或"非生产计算环境") 是指指 PRD 以外的任何计算环境,可包括开发环境、质量保证环境或沙盒

"非 PRD"(**以"非生产计算环境")**是指指 PRD 以外的任何计算环境,可包括开友环境、质重保证环境或沙猛 环境。

17. "**PRD**" means that part of the Computing Environment, which is used exclusively for the execution of live business transactions.

"PRD"是指仅用于执行实际业务交易的那部分计算环境。

- **18. "Problem"** means the underlying root cause of an Incident. A Problem can cause multiple Incidents **"问题"**是指事件的潜在根源。一个问题可以引起多个事件。
- 19. "**Product Support**" means support provided by the software product manufacturer (e.g. SAP) due to software product errors.

"产品支持"是指软件产品制造商(如 SAP)因软件产品错误而提供的相应支持。

20. "**Request**" means a question or a task that is addressed to AMS. A Request can be classified as Incident, Request for Change or Service Request. "法式"目的分子石 AMS 的问题式任务 法式公为事件 亦更法式和职权法式

"请求"是指发送至 AMS 的问题或任务。请求分为事件、变更请求和服务请求。

21. "Request for Change" means the formal description of a desired business process change. Requests for Change are processed in compliance with the Change Management process.

"变更请求"是指所需的业务流程变更的形式化描述。变更请求按照变更管理流程进行处理。

22. "Request Fulfillment Process" means Service Requests are handled in the AMS Request Fulfillment process if they do not match the prerequisites for any other of the predefined AMS processes (Event Management, Incident Management, Problem Management or Change Management). These Service Requests will be further separated into one of the following categories: Standard Change, Request for Continuous Operations, or Service Request.

"请求履行流程"是指若服务请求不符合使用任何其他预定义 AMS 流程(事件管理、事故管理、问题管理或变更 管理)的先决条件,则使用请求履行流程处理。这些服务请求将进一步进行如下分类:标准变更、持续运营请 求或服务请求。

23. **"SAP Support Portal"** is part of the Global Support platform (included in SAP Enterprise Support), the SAP Support Portal is SAP's knowledge database and SAP's extranet for knowledge sharing on which SAP makes available content and services to customers and partners of SAP only. Thereby, the SAP Support Portal found at <a href="https://support.sap.com/home.html">https://support.sap.com/home.html</a> is SAP's central portal for all application based support Requests via creation of support Tickets.

**"SAP Support Portal"**作为全球支持平台(包含在 SAP Enterprise Support 中)的一部分,是 SAP 的知识数 据库和 SAP 用于知识分享的外联网,SAP 仅通过这个网络向 SAP 的客户和合作伙伴提供相关内容和服务。因此,SAP Support Portal(参见 <u>https://support.sap.com/home.html</u>)是 SAP 面向所有通过支持消息创建的基于 应用的支持请求的核心门户。

24. **"Service Desk"** means a centralized function servicing the single point-of-entry for all AMS Requests and Tickets. The AMS Service Desk handles Tickets in compliance with the Service Desk process, i.e.

"服务台"是指为所有 AMS 请求和消息提供单一入口点服务的集中功能。AMS 服务台根据下述服务台流程处理 消息:

- Ticket acceptance / rejection (contract, SLA, key user check) 消息接收/拒绝(协议、SLA、关键用户检查),
- Ticket monitoring (see SLA) 消息监控(参见 SLA),
- Ticket dispatching to the AMS core team consultants 将消息发送至 AMS 核心团队顾问。

The process Service Desk describes the workflow and tasks of the service desk function, including 服务台流程描述了服务台功能的工作流和任务,包括:

- Request / Ticket reception
- 请求/消息接收,
  Ticket creation (received by phone or email) 消息创建(通过电话或电子邮件接收),
- Ticket monitoring 消息监控,
- Ticket dispatching and 消息发送和
- Reporting
  - 报告
- 25. "Service Level Agreement (SLA)" describe the quality (e.g. IRT) and quantity (e.g. monthly support volume in hours) of agreed services between the Customer and SAP as service provider.

"**服务水平协议(SLA)"**描述了客户与服务提供商 SAP 之间约定服务的质量(如 IRT)和数量(如按小时计算的 月度支持数量)。

26. "Service Level(s)" means the minimum service level agreed by SAP in this Service Description or related Scope Document including Priority Levels and SAP Initial Reaction Times.

"服务水平"是指 SAP 在本服务说明或相关范围文档中约定的最低服务水平,包括优先级级别和 SAP 初始响应时间。

27. "Service Request" means any Request, which is no Request for Change and no Incident. Service Requests are processed in compliance with the Request Fulfillment process.

"服务请求"是指变更请求和事故以外的任何请求。按照请求履行流程处理服务请求。

28. "Service Time" means times in which SAP provides the Customer with the defined AMS services according to the defined SLA.

"服务时间"是指 SAP 根据定义的 SLA 向客户提供所述 AMS 服务的时间。

29. "Solution Time (ST)" means the amount of time (e.g. in hours or minutes) between the time when processing of a Ticket begins (time stamp of Ticket status "in process") until the first solution will be provided to the Customer (time stamp of Ticket status "solution proposed to customer" (can be set exceptionally manually in case of a workaround). The status "SAP Proposed Solution" means SAP has provided a corrective action or a solution proposal. The Solution Time does not include the time, when the Ticket is handed over to Customer (Ticket status "customer action") or SAP's Product Support (Ticket status "Sent to SAP") for processing. The Solution Time SLA only applies to Incident Management Tickets for PRD systems and if contractually agreed.

"解决方案时间(ST)"是指消息处理开始时间(消息状态的时间戳为"处理中")与向客户提供第一个解决方案(消息状态的时间戳为"向客户提供解决方案"(在提供应急方案时可手动设置))之间的时间(如按小时或分钟算)。 "SAP 建议解决方案"状态是指 SAP 已经提供了纠正措施或解决方案建议。解决方案时间不包括将消息移交客户 (消息状态为"客户操作")或 SAP 的生产支持部门(消息状态为"送交 SAP")处理的时间。如合同有约定,解决 方案时间 SLA 仅适用于针对 PRD 系统的事件管理消息。

30. "Standard Change" means a low-impact change that are pre-defined and pre-authorized. Standard Changes are processed in compliance with the Request Fulfillment process.

"标准变更"是指预定义和预先授权的影响较小的变更。标准变更按照请求履行流程进行处理。

31. "Ticket" means the format to document any support Request addressed by the Customer to SAP. Each Ticket is given a number at the point of time it is created. The Ticket number will be the single reference to the Customer's Request.

"消息"是指客户向 SAP 发送任何支持请求的文档格式。

每个消息在创建之时都会被指定一个编号。消息编号将成为查阅客户请求的唯一方式。

32. **"Workaround"** is a temporary solution aimed at reducing or eliminating the impact of an Incident for which a full resolution is not yet available.

"应急方案"是指在尚未提供完整解决方案之前用以降低或消除事件影响的临时性解决方案。

#### 2 <u>Application Management Services</u> <u>应用程序管理服务</u>

SAP will assist the Customer with the Application Management Services (AMS) for SAP applications.

SAP 将利用面向 SAP 应用程序的应用程序管理服务(AMS)协助客户。

The Application Management Services provide assistance to Customer in the ongoing application support of their SAP solution. The AMS Services to be provided by SAP are limited to the following scope and are subject to Customer fulfilling its responsibilities in this Service Description and Schedule A to the applicable Scope Document (Roles and Responsibilities for AMS).

应用程序管理服务旨在在客户的 SAP 解决方案的持续应用程序支持中为客户提供帮助。SAP 将提供的 AMS 服务限于以下范围,且取决于客户是否履行本服务说明和适用范围文档的附录 A(AMS 角色和职责)中的各项职责。

All other services, systems, applications and locations supported, etc. are out of scope.

所有其他支持的服务、系统、应用程序和地点均不属于该范围。

The following standard Application Management Services can be provided to the extent as described in Schedule A to the applicable Scope Document (Roles and Responsibilities for AMS). The relevant services in scope of the engagement will have to be selected in the applicable Scope Document.

下列标准的应用程序管理服务可根据适用范围文档的附录 A(AMS 角色和职责)中的规定进行提供。项目范围内的相关服务将在适用的范围文档中进行选择。

#### 2.1 Incident Management 事件管理

- Ticket acceptance from Key Users according to defined SLAs 根据确定的 SLA,接收关键用户发送的消息
- Analysis and resolution of Incidents according to defined solution scope and agreed SLAs 根据确定的解决方案范围和约定的 SLA,分析和解决事件
- Recommendations on application- and system optimization 提供应用程序和系统优化建议
- Ticket-based documentation 基于消息创建文档
- Request involvement of Product Support when necessary 在必要时提出产品支持相关请求

# 2.2 Problem Management 问题管理

- Ticket acceptance from Key Users according to defined SLAs 根据确定的 SLA,接收关键用户发送的消息
- Root cause analysis and resolution of Problems according to defined solution scope and agreed SLAs 根据确定的解决方案范围和约定的 SLA,分析问题的根源并解决问题
- Recommendations on application- and system optimization 提供应用程序和系统优化建议
- Ticket-based documentation 基于消息创建文档
- Request involvement of Product Support when necessary 在必要时提出产品支持相关请求

#### 2.3 Change Management 变更管理

- Ticket acceptance from Key Users according to defined SLAs 根据确定的 SLA,接收关键用户发送的消息
- Analysis of Requests for Change according to defined solution scope and agreed SLAs 根据确定的解决方案范围和约定的 SLA,分析变更请求
- Scope definition, commercial validation and creation of Requests for Change in collaboration between SAP's Engagement Manager and Customer's Engagement Manager, both defined in section 3 below SAP 项目经理与客户项目经理(下面第 3 节对此进行了定义)合作,共同定义范围、执行商业验证和创建变更请求
- Planning and deployment of Requests for Change according to defined solution scope and SLAs after Customers approval either as part of services described during the Operations Phase or as a Change Request to the Order Form 根据确定的解决方案范围和经客户审批的 SLA, 作为运营阶段所述服务的一部分或作为订购单的变更请求对变 更请求进行计划和部署
- Ticket-based documentation 基于消息创建文档
- Request involvement of Product Support when necessary 在必要时提出产品支持相关请求

#### **Request Fulfillment** 2.4 请求履行

- Ticket acceptance from key users according to defined SLAs • 根据确定的 SLA,接收关键用户发送的消息
- Implementation of Service Request, Request for Continuous Operations and agreed Standard Change according to defined solution scope and agreed SLAs 根据确定的解决方案范围和约定的 SLA,实施服务请求、持续运营请求和约定的标准变更
- Ticket-based documentation • 基于消息创建文档

#### 2.5 **Proactive Event Management (Monitoring)** 主动式事件管理(监控)

Carry out of monitoring activities as specified in the monitoring concept and creation of Incident Tickets for • identified issues

按照监控内容中的规定执行监控活动,针对发现的问题创建事件消息

- Monitoring alerts, categorization of alerts according to criticality, and creation of Incident Tickets for critical alerts 根据危急程度监控警报并对警报进行分类,针对危急警报创建事件消息
- Taking corrective actions by processing the Incident Tickets 通过处理事件消息采取纠正措施
- If agreed, proactive adjustment to relevant parameter to avoid further issues • 若达成一致, 主动调整相关参数避免问题恶化
- Ticket-based documentation 基于消息创建文档

#### 2.6 **Proactive Services for SAP Applications** 针对 SAP 应用程序的主动式服务

Specific service activities defined for the customer specific landscape to be carried in proactive mode as specified in the Scope Document

针对客户特定架构定义的特定服务活动,这些活动将按照范围文档中的规定以主动方式执行

SAP may provide some AMS services in either a proactive or a reactive mode. When providing services in a reactive mode, it is Customer's responsibility to identify issues, problems or work tasks for SAP to perform in providing the Services, each Requests have to be addressed to SAP by opening and sending a Ticket to SAP via SAP Support Portal with the full documentation of the inquiry.

SAP 可主动或被动提供部分 AMS 服务。在被动提供服务时,客户负责确定 SAP 在提供服务过程中需要解决的问题、 难题或需要执行的工作任务,并通过 SAP Support Portal 网站提供完整的查询文档,向 SAP 创建和发送消息,以 此将每项请求提交给 SAP。

Tickets can be classified as Event-, Incident-, Problem-, Change Management or Request Fulfilment. When providing services in a proactive mode, SAP will take the initiative to identify issues, problems or work tasks for SAP to perform in providing the Application Management Services. Unless otherwise agreed in the Scope Document, proactive services will only be provided for production systems.

消息可分为事件、事故、问题、变更管理或请求履行几大类别。 在提供主动式服务时, SAP 会主动确定其在提供应用程序管理服务时需要解决的问题、难题或需要执行的工作任务。 除非范围文档中另有约定,否则仅针对生产系统提供主动式服务。

SLA's will only be measured for tickets created in through SAP Support Portal or Customer's SAP Solution Manager application which has an online support connection to SAP Service and Support established for the SAP installation in scope of this Agreement or tickets created by SAP in SAP's support landscape on behalf of the customer.

仅为通过 SAP Support Portal 或客户的 SAP Solution Manager 应用程序创建的消息或 SAP 在 SAP 的支持架构内代 表客户创建的消息评估 SLA,其中 SAP Solution Manager 应用程序拥有为本协议范围内的 SAP 安装创建的到 SAP Digital Business Services 的在线支持连接。

As part of the engagement, SAP will provide selected Services as agreed in the Scope Document and/or Order Form up to an agreed number of person hours per month at the discretion of the Customer. The agreed number of monthly hours is designated in the Scope Document and/or Order Form for AMS.

作为项目的一部分,SAP 将按照范围文档和/或订购单中的约定,由客户自行决定,每月最多按照约定的人时数提供 所选服务。AMS 范围文档和/或订购单中指定了每月约定的小时数。

As part of the engagement, SAP will provide selected services only for the SAP solution and business processes in scope as specified in the Scope Document for AMS.

作为项目的一部分, SAP 将只针对 AMS 范围文档中规定范围内的 SAP 解决方案和业务流程提供所选服务。

The nature and type of support activities are described in the Schedule A to the applicable Scope Document (Roles and Responsibilities for AMS). Some services will require tasks to be performed by both Customer and SAP personnel for the successful completion of the service.

适用范围文档的附录 A(AMS 角色与职责)中描述了支持活动的本质与类型。为了成功完成服务,有些服务将要求 客户与 SAP 员工一起执行相关任务。

The services during live operation are provided remotely by SAP. Onsite services at Customer's request require at least one month's notice and must be submitted in a Change Order in accordance with the Change Request Procedure as defined in Exhibit A. SAP cannot guarantee that it will be able to provide resources for these services.

上线运行期间的服务由 SAP 远程提供。应客户要求提供的现场服务需要至少提前一个月进行通知,且必须根据附件 A 中规定的变更请求程序提交变更订单。SAP 无法保证其将能够为这些服务提供资源。

The platform to be used to create support Requests to SAP AMS will be SAP Support Portal.

用于为 SAP AMS 创建支持请求的平台应为 SAP Support Portal。

Customer is responsible for setting up, operating and maintaining its ticketing infrastructure as described in "Customer Responsibilities and Obligations" in section 5; unless otherwise agreed in the Scope Document. SAP does not take any responsibility for ensuring that the Ticket replication from Customer ticketing infrastructure to SAP is functioning properly.

客户负责依照第 5 节"客户责任和义务"的规定设置、操作和维护其消息基础架构;除非范围文档中另有约定。SAP 概不负责确保从客户消息架构向 SAP 的消息复制功能正常。

#### 2.7 Continuous Improvement 持续完善

Along with provision of continuous, operational managed services per mutual agreement SAP may help Customer to address efficiency challenges and prepare Customers existing landscape for further improvements, redirecting capacity from operations to create opportunity for innovation:

除了依据双方协议提供持续、运营的托管服务外,SAP还可帮助客户应对效率方面的挑战,准备客户现有的架构, 从而实现不断完善,重定向运营能力,打造创新机会:

- Assessment and benchmark of operations and scope 评估运营和范围,并对其进行基准测试
- Design of Operations efficiency roadmap 设计运营效率路线图

SAP recommends to schedule recurring assessments and reviews according to this approach under the managed services engagement.

SAP建议根据托管服务项目下的这种方法,安排定期评估与回顾。

Realization of improvements will be implemented outside of the managed service engagement under a Lifecycle Management for Operational Efficiency with the following approach:

在托管服务项目范围外,通过以下方法在运营效率生命周期管理下进行完善:

- Transition to achievement of operations efficiency 通过迁移,实现运营效率
- Continuous Improvement Measures for Innovation Readiness 采取持续完善措施,为创新做好准备
- Innovation Framework and Innovation strategy roadmap 创新框架和创新战略路线图

#### 3 <u>Engagement Management</u> <u>项目管理</u>

SAP and Customer shall each designate an Engagement Manager. Customer's Engagement Manager shall be empowered to make necessary decisions for Customer or bring about such decision without undue delay and shall provide a list of key Customer contacts, contact role, title, office phone number, cell phone number, e-mail address, etc. SAP's Engagement Manager shall coordinate all Application Management Services performed by the assigned SAP resources. Such Engagement Managers shall cooperate closely with each other to administer the terms of this service description and any Order Forms.

SAP 与客户应各自指派一名项目经理。客户的项目经理应有权代表客户做出必要的决策,或者及时做出此类决策,并应提供一份主要客户联系人的名单,其中包含联系人的角色、职位、办公电话号码、手机号码、电子邮件地址等。 SAP 的项目经理应协调所有由指定 SAP 资源执行的应用程序管理服务。这些项目经理之间应紧密合作,共同管理本服务说明及任何订购单中的条款。

#### 4 Engagement Approach

#### <u>项目方法</u>

An AMS engagement consists of four phases with varying duration: Transition, Stabilization, Operations and Closure.

AMS 项目包含四个阶段:迁移、稳定、运营和结束,这四个阶段的持续时间各不相同。

## 4.1 Transition

#### 迁移

The Transition phase precedes the Stabilization and Operations phases and has the objective to establish cooperatively all roles, processes and tools required for a successful delivery of the Application Management Services in the next phases. No Tickets are processed during this phase.

迁移阶段先于稳定阶段和运营阶段,旨在通过合作确定所需的所有角色、流程和工具,以便在后续阶段中成功交付应用管理服务。在该阶段,不处理任何消息。

SAP will provide a support structure so that the resources required to provide the Application Management Services are available and that they have the necessary Customer-specific knowledge of the supported applications that will be used.

SAP 将提供一个支持组织,以保证提供应用程序管理服务所需的资源可用,同时确保这些资源就将要使用的支持应 用程序而言掌握相关所需的客户特定知识。

This includes in particular:

具体而言,这包括:

- Appointing SAP's Engagement Manager 任命 SAP 项目经理
- Integration into the processes of SAP's Service Desk 集成至 SAP 的服务台流程
- Knowledge transfer to the SAP support team concerning the Customer-specific SAP solution 将关于客户特定 SAP 解决方案的知识传授给 SAP 支持团队

A mutually agreed transition plan will be drafted in detailed discussions with the Customer during the initial stages of the transition and will be used to track all services throughout this phase.

在迁移初始阶段,通过与客户详细讨论起草约定的迁移计划,并用以跟踪整个迁移阶段的服务。

One key activity of Transition phase is the knowledge transfer to make the SAP AMS team familiar with the specifics of the Customer's solution. The intensity and manner of the knowledge transfer depends on the Customer's IT organization or implementation partner of the Customer, if applicable, and the complexity of the Customer's supported IT solution (number of systems, application scenarios, business processes and modifications within the SAP solution, the number of non-SAP applications and interfaces, and so on).

迁移阶段的一个重要活动是知识传授。该活动旨在确保 SAP AMS 团队熟悉客户解决方案的细节。知识传授的力度 及方式取决于客户的 IT 组织或客户的实施合作伙伴(如适用)以及客户受支持的 IT 解决方案的复杂程度(系统数 量、应用场景、SAP 解决方案中的业务流程和修改、非 SAP 应用程序和接口的数量等)。

The knowledge transfer phase will be coordinated by the SAP Engagement Manager with strong cooperation of the Customer or the responsible contact partner of Customer if applicable, and also with the Customer's project manager responsible for the implementation, if applicable. The knowledge transfer will focus on the business processes listed in the applicable Scope Document.

知识传授阶段将由 SAP 项目经理进行协调,与客户或其负责的联系合作伙伴(如适用)开展密切合作,同时,在适用的情况下,还要与客户负责实施工作的项目经理开展合作。知识传授将重点关注适用范围文档中列出的业务流程。

The knowledge transfer will provide the SAP AMS team with the necessary knowledge required for the provisioning of the services, which may, as appropriate include information, records, documents, test scripts, data and live demo-sessions pertaining to SAP's delivering its in-scope services to the Customer.

知识传授将使 SAP AMS 团队获得提供服务所需的必要知识,其中根据情况可以包括与 SAP 向客户交付范围内服务 相关的信息、记录、文档、测试脚本、数据和在线演示会议。

The Transition phase is a project in itself and consists of 2 primary steps: Transition Planning and Transition Execution (including final service validation and test). The duration of this phase varies depending on the complexity of the AMS engagement

迁移阶段本身就是一个项目,由两个主要步骤组成:迁移计划和迁移执行(包括最终服务验证和测试)。此阶段的 持续时间视 AMS 项目的复杂程度而定。

The main steps in the Transition phase are as follows:

迁移阶段的主要步骤如下:

Transition Planning 迁移计划	Planning and Preparation 计划和准备	Detailed workshops between Customer and SAP, team on boarding, defining responsibility matrix and governance models. 客户和 SAP 团队就启动、确定职责矩阵和治理模式开展深入的研讨会。
	Setup 设置	Request and provisioning of infrastructure and application accesses and other resources necessary to support the Customer. Setup and testing of the ticketing tool.
		请求和提供基础架构和应用程序访问权限以及为客户提供支持所需的其他资源。设置和测试消息处理工具。

Transition Execution 迁移执行	Knowledge Acquisition 知识获取	SAP to attend knowledge transfer sessions led by the Customer or responsible contact partner of Customer, if applicable and gather, update and/or prepare documentation, if necessary. Review of documentation provided by Customer. SAP 参加由客户或其负责的联系合作伙伴(如适用)主持的知识 传授课程,并根据需要收集、更新和/或准备文档。查阅客户提供 的文档。
	Shadow Support 跟踪支持	Optional step: SAP to observe and assist Customer team on- site or remotely (locations to be determined). 可选步骤: SAP 在现场或远程(位置待定)监督并协助客户团 队。
	Reverse Shadow Support 反向跟踪支持	Optional step: SAP to perform services while Customer team to support as escalation contacts. 可选步骤: 作为上报联系人,由 SAP 执行服务,客户团队提供 支持。
	Finalize Transition Phase 完成迁移阶段	Service Test on SLA Management, Reporting and Monitoring. SAP to perform final Operations Readiness checks and move on to coordinate cutover activities. Sign off the Transition phase by Customer and SAP. 针对 SLA 管理、报告和监控进行服务测试。SAP 进行最后的运 营准备检查,并进一步协调切换活动。客户和 SAP 对迁移阶段 进行签核。

In addition to Customer Responsibilities and Obligations regarding Application Management Services listed in section 5 Customer is required to provide the following during the Transition phase:

对于应用程序管理服务,除履行本协议第5节规定的客户责任和义务以外,客户在迁移阶段还须提供以下各项:

Ensure that SAP Personnel receive all necessary usage rights for Customers systems. During the planning phase, it will be determined which authorizations have to be assigned to these users. Support authorizations will have to allow SAP to provide the support services according to Roles and Responsibilities of the applicable Scope Document for Application Management Services
 确保 SAP 人员获得客户系统的所有必要使用权利。在计划阶段,确定为此类用户分配哪些权限。支持授权将允

确保 SAP 人员获得客户系统的所有必要使用权利。在计划阶段,确定为此类用户分配哪些权限。支持授权将允许 SAP 按照应用程序管理服务适用范围文档中所述的角色与职责提供支持服务。

 Customer's Key Users will support the SAP AMS team in acquiring the necessary knowledge for supporting the business processes in scope. In addition, Customer will provide the relevant documentation required for Application Management Services, especially detailed system documentation for the supported systems and other documents if required

客户的关键用户将支持 SAP AMS 团队获得为范围内的业务流程提供支持的必备知识。此外,客户将提供应用 程序管理服务所需的相关文档,尤其在必要情况下提供针对支持系统的详细的系统文档和其他文档。

## 4.2 Stabilization 稳定

The Stabilization phase precedes the Operations phase and has the objective to mature all aspects of solution operations to a steady state when productive SLA measurement starts in the Operations phase.

稳定阶段先于运营阶段,旨在将各个方面的解决方案运营提升到稳定状态,而生产性 SLA 评估在运营阶段开始执行。

During the Stabilization Phase, the services described in section 2 will be provided primarily remotely in accordance with the agreed scope, but without SLA's. Tickets are processed in compliance with the Event-, Incident-, Problem-, Change Management or Request Fulfilment Process. During this phase, application landscapes shall be stabilized and the consultants' familiarity/understanding with the system landscape increased.

第2节所述的稳定阶段的服务将根据约定的范围主要通过远程提供,但是不会提供 SLA 承诺。消息按照事件管理、 事故管理、问题管理、变更管理或请求履行流程进行处理。在此阶段期间,应用程序架构应处于稳定状态,且顾问 对系统架构的熟悉度/理解度逐步提升。

If necessary, SAP will also provide support onsite under this agreement for up to an agreed number of days per event as designated in the Order Form for AMS. Services provided onsite require prior notification irrespective of the priority of the issue at hand. Onsite services are documented in a Ticket, which has to be processed in compliance with the Event-, Incident-, Problem-, Change Management or Request Fulfillment Process.

如有必要,SAP 还将依据本协议的规定为 AMS 订购单中指定的每个事件提供现场支持,提供支持的时间最多不超 过约定的天数。现场提供的服务需事先通知,且不受当前问题的优先级的影响。现场服务记录在消息中,该消息必 须按照事件管理、事故管理、问题管理、变更管理或请求履行流程进行处理。

The duration of this phase varies depending on the complexity of the AMS engagement.

此阶段的持续时间视 AMS 项目的复杂程度而定。

The main steps in the Stabilization phase are as follows:

Stabilization 稳定	Kick-off Operations 启动运营	Conduct a kick-off meeting with the Customer organization (e.g. key users). 与客户组织(例如,关键用户)召开启动会议。
	Finalize documentation and ITSM procedures 最终确定文档和 ITSM 程序	Business processes and technical documentation by Customer and AMS Procedural Manual by SAP will be updated along the experiences made in the stabilization phase to complete relevant documentation to provide the services. 由客户提供的业务流程和技术文档和由 SAP 提供的 AMS 程序 手册将根据稳定阶段的经历进行更新,以完成相关文档,提供 服务。
	Signoff 签核	Perform exit criteria of Stabilization and Obtain customer sign off to commence Operations 执行稳定阶段的检验标准,获得客户签核,从而启动运营阶段

## 4.3 Operations

#### 运营

The Operations Phase is the main phase of the AMS engagement.

运营阶段是 AMS 项目的主要阶段。

The services described in section 2 during Operations Phase are provided remotely by SAP and will be documented in a Ticket, which has to be processed in compliance with the Event-, Incident-, Problem-, Change Management or Request Fulfillment Process. All Tickets are processed in accordance with the agreed SLA's and solution scope as defined in the applicable Scope Document.

第 2 节中所述的运营阶段的服务由 SAP 远程提供,并将记录在消息中,该消息必须按照事件、事故、问题、变更管理或请求履行流程进行处理。所有消息均根据适用范围文档中约定的 SLA 和解决方案范围进行处理。

If necessary, SAP will also provide support onsite under this agreement for up to an agreed number of days per event as designated in the Order Form for AMS. Services provided onsite require prior notification irrespective of the priority of the issue at hand. Onsite services are documented in a Ticket, which has to be processed in compliance with the Event-, Incident-, Problem-, Change Management or Request Fulfillment Process.

如有必要,SAP 还将依据本协议的规定为 AMS 订购单中指定的每个事件提供现场支持,提供支持的时间最多不超 过约定的天数。现场提供的服务需事先通知,且不受当前问题的优先级的影响。现场服务记录在消息中,该消息必 须按照事件管理、事故管理、问题管理、变更管理或请求履行流程进行处理。

Onsite services at Customer's request that exceed the given time requirements require at least one month's notice and must be submitted in a Change Order in accordance with the Change Request Procedure as defined in Exhibit A. SAP cannot guarantee that it will be able to provide resources for these services.

应客户要求提供的、超过规定时间要求的现场服务需要至少提前一个月进行通知,且必须根据附件 A 中规定的变更 请求程序提交变更订单。SAP 无法保证其将能够为这些服务提供资源。

The main steps in the Operations phase are as follows:

运营阶段的主要步骤如下:

Operations 运营	Service delivery 服务交付	Perform day-to-day monitoring and support 执行日常监控和支持	
	SLA monitoring SLA 监控	Perform SLA monitoring to prevent SLA violations 执行 SLA 监控,避免 SLA 违约。	
	Governance meetings 管理会议	Perform regular internal meetings and meetings with the customer to meet quality of service delivery and to discuss and agree on proactive tasks as well as continuous improvements 定期召开内部会议以及与客户面对面的会议,确保所交付服务的质量,并讨论和商定主动式支持任务和持续改进事宜。	
	Reporting and Invoicing 报告和开票	Provide regular reporting 提供定期报告	
	Update documentation about ITSM procedures 更新 ITSM 程序的相关文档	Regularly review and update of business processes and technical documentation by Customer as well as the AMS Procedures Manual by SAP. 定期查阅并更新由客户提供的业务流程与技术文档和由 SAP 提供的 AMS 程序手册。	

## 4.4 Closure

#### 结束

The Closure Phase is the last phase of the AMS engagement. The start and end of this phase is not planned at the time of contracting but agreed on once either Customer or SAP provide termination notice, the duration of this phase varies depending on the finalization of activities.

结束阶段是 AMS 项目的最后一个阶段。该阶段的开始和结束时间并不在订立合同之时计划,而是在客户或 SAP 提供终止通知后由双方共同商定,该阶段的持续时间视活动的最终完成情况而定。

The objective of the Closure Phase is to jointly ramp down the AMS service at SAP by handing back responsibilities to the Customer.

结束阶段旨在通过将责任交回客户手中,共同逐步实施 SAP 的 AMS 服务。

SAP will return all Customer documents received and provide support to the knowledge transition sessions as may be requested by the Customer during this engagement Closure Phase.

在项目结束阶段, SAP 将返还收到的所有客户文档,并根据客户可能提出的请求为知识传授课程提供支持。

During the Closure phase service delivery continues as described in Operations Phase, i.e. this particularly includes Ticket processing in compliance with the Event-, Incident-, Problem-, Change Management or Request Fulfillment Process. Additional activities are managed in a project. A joint project plan (Exit Plan) will be drafted in detailed discussions with Customer during the initial stages of the Closure Phase and will be used to track all services throughout this phase.

在结束阶段,服务交付工作将依照运营阶段所述继续进行,具体而言,这包括按照事件、事故、问题、变更管理或 请求履行流程进行消息处理。其他活动则以项目形式进行管理。在结束初始阶段,通过与客户详细讨论起草联合项 目计划(退出计划),并用以追踪整个阶段的所有服务。

#### The main steps in the Closure Phase are as follows:

结束阶段的主要步骤如下:

Knowledge Transfer 知识传授	Knowledge Transfer sessions 知识传授课程	Customer to attend knowledge transfer sessions led by SAP. 客户参加由 SAP 交付的知识传授课程。	
	Handover meeting and sign-off 移交会议与签核	Customer and SAP verify that if all closure action items have been executed and customer signs off the official end of the engagement. 客户与 SAP 验证所有结束行动项是否已切实执行,之后,客户鉴 核正式的项目结束文件。	
Engagement Closure 项目结束	Ticket handling 消息处理	Ticket processing and confirmation by the Customer before Services end处理消息,并且由客户在服务结束前进行确认	
	Deactivation 取消激活	Termination of processes, meetings, final reporting and invoicing 终止流程、会议、最终报告和开票	
	Setup 设置	Deactivation of users, infrastructure and tool environment 取消激活用户、基础架构和工具环境	

#### 5 <u>Customer Responsibilities and Obligations</u> 合作伙伴责任和义务

5.1 Customer will provide all software products and licenses required for the services to be provided including all necessary maintenance agreements (in particular for SAP software used) for the entire contract period. Customer will use a currently maintained release of the SAP Software in accordance with Customer's End User License Agreement (Software License Agreement) with SAP, unless the parties otherwise agree to an earlier Releases.

在整个合同周期内,客户将提供获得服务所需的所有软件产品和许可,包括所有必要的维护协议,尤其是针对使用的 SAP 软件的维护协议。除非双方另行同意使用早期版本,客户将按照其与 SAP 签订的最终用户许可协议(软件 许可协议)使用当前维护的 SAP 软件版本。

5.2 Customer will grant SAP nonexclusive rights to operate these software products solely for the purpose of supporting and modifying the applications used. Customer will make any necessary changes to the software licenses or maintenance agreements at Customer's expense.

客户将授予 SAP 运行这些软件产品的非独占性权利,仅用于支持和修改使用的应用程序。客户将自行承担因任何必要的软件许可或维护协议变更产生的费用。

5.3 Customer is responsible for specifications of the IT solution regarding availability and security.

客户负责制定 IT 解决方案可用性和安全性规范。

5.4 Customer is responsible for technical operation (hosting) of the SAP solution.

客户负责 SAP 解决方案的技术运维(托管)。

5.5 Customer is responsible for provisioning, operation and servicing of Customer's LAN or parts thereof (infrastructure, local printers, software, and so on).

客户负责提供、运维和维修客户 LAN 及其部件(基础架构、本地打印机、软件等)。

5.6 Regardless of the scope of services provided under this engagement, Customer is responsible for the implementation and the design of the overall software solution.

不管本项目下提供的服务范围如何,客户均须负责实施和设计整体软件解决方案。

5.7 Customer is responsible for the definition and execution of its business processes including but not limited to application and data security policies, Sarbanes-Oxley compliance standards and processing requirements.

客户负责定义和执行其业务流程,包括但不限于:应用程序和数据安全政策、萨班斯-奥克斯利法案合规性标准以及 处理要求。

5.8 Customer is responsible to provide SAP reasonable and sufficient documentation of its business processes in order for SAP to perform its responsibilities.

客户负责向 SAP 提供业务流程的合理充分的文档,以便 SAP 履行其责任。

5.9 Under this Agreement, a Request will be processed after a Ticket has been issued to SAP detailing the Request. Customer must open the Ticket in SAP Support Portal or Customer's SAP Solution Manager application, which has an online support connection to SAP Service, and Support established for the SAP installation in scope of this Agreement. Alternative entry channels for Ticket acceptance shall be specified and agreed in Scope Document only.

在本协议项下,请求将在向 SAP 发送消息,详细说明请求内容后进行处理。客户必须在 SAP Support Portal 或客户的 SAP Solution Manager 应用程序中创建消息,其中 SAP Solution Manager 应用程序拥有为本协议范围内的 SAP 安装 创建的到 SAP Digital Business Services 的在线支持连接。备选的消息接收入口通道仅应在范围文档中规定和约定。

5.10 Customer will ensure that SAP has access to the supported systems within Customer's IT solution and will bear any expenses required for this purpose.

客户将保证 SAP 能够访问客户 IT 解决方案内的支持系统,并承担为实现该目标所需的任何费用。

5.11 Customer is responsible to ensure that its Product Support parties reasonably cooperate in their timely receipt and handling of queries and Tickets forwarded from SAP.

客户负责确保其产品支持方在收到请求后予以合理配合,及时处理来自 SAP 的询问和消息。

5.12 Customer is responsible for all data stored into the systems. Customer is responsible for backing up its data. Except where otherwise expressly indicated in writing by Customer, SAP is always entitled to act on the assumption that all Customer Data is backed up.

客户对所有存储在系统中的数据负责。客户负责备份其数据。除客户以书面形式另行明确规定外,SAP 始终有权基于所有客户数据均已备份的假设采取行动。

5.13 Customer will ensure that the release of any new or upgrade to Customer's software complies with the interface requirements of the solution in scope and will notify SAP at least eight (8) weeks prior to the release of any new or upgrade to the software.

客户保证,将按照范围内解决方案的接口要求发布其任何新软件或进行软件升级,并将提前至少八(8)周通知 SAP。

5.14 For the entire duration of the engagement, Customer names and maintains a representative who will be Customer's primary point of contact in dealing with SAP for this engagement and will have the authority and power to make decisions with respect to any action to be taken by Customer under this contract.

在整个项目期间,客户将任命和安排一位代表,作为客户与 SAP 就本项目进行业务往来的主要联系人,并授权其就 本合同项下由客户采取的所有行动作出决策。

5.15 The Customer Key Users are capable of providing 1<sup>st</sup> Level Support to the end-user community. Customers 1st Level Support gathers Customer's information on a disruption of service or on a Service Request. For a disruption of service, Customers 1st Level Support will try analyze the issue, figure out a solution or work-around or pass it to SAP AMS.

客户关键用户能够为最终用户社区提供第一级支持。客户第一级支持旨在收集客户的服务中断或服务请求信息。对于服务中断,客户第一级支持将尝试分析问题,找到解决方案或应急方案,或将问题上报给 SAP AMS。

5.16 Customer and SAP will provide timely and adequately skilled team members and replace vacated team slots as deemed necessary during the engagement without undue delay.

在项目执行期间,客户和 SAP 将根据需要及时提供技能熟练的团队成员或替换空出的团队职位。

5.17 In due time before start of the Transition phase, Customer will make technical documentation, end-user documentation and business process documentation available to SAP in English language (exceptions may be specified in the applicable Scope Document). In case Customer fails to provide this documentation on time or if the documentation does not have the required level of detail, the service start might be delayed and support efforts by SAP might increase.

在迁移阶段开始前的适当时间内,客户将向 SAP 提供英文版的技术文档、最终用户文档和业务流程文档(例外情况 详见适用范围文档)。若客户未能按时提供这些文档或这些文档的详细程度不符合相关要求,则服务的启动将推后, 同时 SAP 将要提供的支持工作也会增加。

5.18 Customer informs SAP in a timely manner, i.e. with a lead-time of three (3) months about changes to the required support in terms of volume, languages and service times.

对所需的支持就数量、语言和服务时间作出变更的,客户应及时通知 SAP,即,提前三(3)个月发出通知。

5.19 Customer provides SAP for the semi-annual audits a user with all necessary authorizations free of charge. This is required for all systems in which SAP has responsibility for transportation management. Customer also confirms that its transportation management can be checked for audit purposes and that information is also made available to the respective auditors. This is only applicable if during the set up phase it is agreed that SAP will be responsible for transports to production.

客户向 SAP 免费提供对用户进行半年度审计的所有必要授权。该要求适用于 SAP 对其负有传输管理责任的所有系统。同时,客户还确认可以出于审计目的对其传输管理进行检查,并且也会向相应的审计员提供该信息。这仅在设置阶段约定 SAP 负责向生产系统传输的情况下才适用。

5.20 During the agreed service times Customer will ensure the availability of a sufficient number of Key Users who have the required technical-, application and business process knowledge and sufficient skills to communicate with SAP's AMS Consultants in the agreed support language and will provide to SAP a list of the key users including name, function, phone number, fax number and email address. Customer will ensure that all Key Users are familiar with the support process including Ticket creation and processing via the SAP Support Portal or Customers SAP Solution Manager Application. Customer is responsible for adaptations or extensions to the solution, for example, ones caused by Customer's changing requirements or structures (Organizational Change Management).

在约定的服务时间期间,客户将保证提供拥有所需的技术、应用程序和业务流程知识和足够的技能,且能够以约定 的支持语言与 SAP 的 AMS 顾问交流的足够数量的关键用户,并将向 SAP 提供关键用户的名单,包括姓名、职责、 电话号码、传真号和电子邮件地址。客户将确保,所有的关键用户均熟悉支持流程,包括通过 SAP Support Portal 或客户的 SAP Solution Manager[解决方案管理器]应用程序创建和处理消息。客户负责调整或扩展解决方案,例如, 因客户更改要求或结构(组织变更管理)而需要进行调整或扩展。

5.21 SAP's provision of the Application Management Service is subject to Customer fulfilling its responsibilities described in Schedule A: Roles and Responsibilities of the applicable Scope Document for Application Management Services. Customer agrees to execute prompt performance of such responsibilities and provide the employees and resources required for the project phases in sufficient measure.

SAP 提供应用程序管理服务的前提是客户履行附录 A: 应用程序管理服务适用范围文档的角色与责任中所述的责任。 客户同意及时履行此类责任并为各项目阶段提供足够的员工和资源。

#### 5.22 Customer agrees to provide the following:

客户同意提供以下信息:

- Customer's policy and procedures regarding the authorization of access to the Computing Environment. Customer agrees to inform SAP of any changes to such policy and procedures as soon as practicable without delay 有关客户授权访问计算环境的客户政策和程序。客户同意一旦确认可行性就会将对此类政策和程序所做的任何变更尽快告知 SAP。
- A service user ("S-User") ID in the Computing Environment with the authorizations defined below. This S-User ID, which is (initially) assigned to Customer by SAP in support of the License Agreement and which Customer uses to log on to SAP's Support Portal for software download and support is required by SAP's in order to permit SAP resources to also log on and perform software download tasks necessary to obtain the software for set-up of the Computing Environment. Required authorizations include:

计算环境中具有以下所定义权限的服务用户(以下简称"S用户")ID。此S用户ID(最初)由SAP作为针对许可协议的一项支持分配给客户,客户可使用此ID登录SAP Support Portal 下载软件和获取支持。SAP 也需要使用此ID 来允许SAP资源登录上述网站并执行必要的软件下载任务,从而获取设置计算环境所需的软件。所需权限包括:

- Sending and/or creating and / or confirming and / or re-opening Customer messages (Tickets) 发送和/或创建和/或确认和/或重新打开客户消息(消息)
- SSCR key registration SSCR 密钥注册
- Processing service messages (Tickets) 处理服务消息(消息)
- Opening service connections 打开服务连接
- Software download 软件下载
- Maintaining system data 维护系统数据
- Requesting license keys 请求许可密钥

Customer hereby provides SAP with the express authorization to set up and use an S-user with these authorizations. Customer will ensure that any authorizations that may be required for third parties or its employees will be provided promptly.

客户特此向 SAP 提供设置和使用具备上述权限的 S 用户的明确授权。客户将确保及时提供第三方或其员工可能需要的任何权限。

5.23 In the event that any SAP equipment is required at the Customer facility, Customer shall provide a physically secure and conditioned environment for any such equipment provided to Customer by SAP and Customer bears all risk for damages. SAP shall not be responsible for any damages to the extent resulting from Customer's failure to provide a physically secure and conditioned environment.

如在客户的办公地点需要使用任何 SAP 设备,客户应为 SAP 提供给客户的任何此类设备提供物理上安全且符合条件的环境,同时由客户承担所有损害风险。对于因客户未能提供物理上安全且符合条件的环境而造成的任何损害,SAP 概不负责。

5.24 Customer is and will remain solely responsible for the definition, documentation and execution of its business processes including, but not limited to, configuration of systems management and application and data security policies, batch processing requirements, and compliance with other governmental or regulatory requirements. Customer is and will remain responsible to provide SAP necessary and sufficient documentation of its applicable processes in order for SAP to perform its Application Management Service responsibilities under the Agreement. Customer is solely responsible for determining the suitability of the Application Management Services for Customer's business and complying with any regulations, laws, or conventions applicable to the Customer Data and Customer's use of the Application Management Services.

客户始终全权负责定义、记录和执行其业务流程,包括但不限于:配置针对系统管理及应用程序与数据安全的政策、 批处理要求,以及与其他政府和法规要求的合规性。客户应始终负责向 SAP 提供有关适用流程的充分且必要的文档, 以便 SAP 履行其在协议项下的应用管理服务职责。客户全权负责确定针对客户业务的应用管理服务的适用性并遵守 适用于客户数据以及客户应用管理服务使用的任何法规、法律或协定。

5.25 Reference Sites: During the term of the contract as agreed in the Order Form, Customer will use its best efforts, to host up to four (4) hours a month of reference calls. Such reference calls will be performed after obtaining approval from Customer and will be coordinated through the applicable SAP Engagement Manager.

参考站点:在订购单约定的合同期限内,客户将尽最大努力每个月最多托管四(4)个小时的参考调用。此类参考调用将在获得客户批准之后执行,并将通过相应的 SAP 项目经理进行协调。

5.26 Customer ensures that all systems and product specific tools can be accessed by SAP via standard remote/service connection maintained in SAP Support Portal. For products or tools where service connections are not available, the customer has to provide a Windows Terminal Server access. Customer specific VPN client solutions will not be supported by SAP.

客户保证 SAP 能通过 SAP Support PortalZ 中维护的标准远程/服务连接访问所有系统和产品特定工具。对于无法通 过服务连接访问的产品或工具,客户必须提供 Windows 终端服务器访问权限。客户特定的 VPN 客户端解决方案将 不受 SAP 支持。

If Customer fails or partially fails to comply with these collaborative and cooperative duties or if Customer fails to comply with these collaborative and cooperative duties in the right quality or if Customer fails to comply on, SAP can request adjustments of the schedule and/ or charge additional costs resulting out of the non-compliance to Customer at the agreed rates.

若客户未能履行或未能全面履行这些协作和合作职责,或者若客户未能正确履行这些协作和合作职责,则 SAP 可以要求调整计划和/或按约定的价格收取因客户违规导致的额外费用。

#### 6 <u>Service Levels and Reporting</u> 服务水平和报告

#### 6.1 Service Level Agreement (SLA) 服务水平协议(SLA)

The following Service Levels are standard options, will apply for the service as defined in the applicable Scope Document and are based on the following definition for priorities:

下列服务水平为标准选项,主要针对适用范围文档中定义的服务,且基于以下优先级定义:

#### Ticket Priorities 消息优先级

The following priority levels (Ticket Priorities) apply to all Tickets (such priority to be assigned by Customer and may be re-assigned by SAP based on the criteria below and acting reasonably):

以下优先级别(消息优先级)适用于所有消息(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):

<b>Priority</b> 优先级	Characteristics 特点
Priority 1 – Very high 优先级 1 - 非常高	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: 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"。这通常是由以下情况导致:
	<ul> <li>A production system is completely down 生产系统完全停机。</li> <li>The imminent go-live or upgrade is jeopardized. 临近的上线或升级受到了阻碍。</li> <li>The core business processes of Customer are seriously affected. 客户的核心业务流程受到严重影响。</li> </ul>
	A workaround is not available. The Incident requires immediate processing because the malfunction may cause serious losses. 没有应急方案。该事件必须立即得到处理,因为故障可能会导致严重损失。
Priority 2 – High 优先级 2 - 高	An Incident should be categorized with the priority "High" if normal business transactions are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the PRD or DEV or QAS system that are required immediately. The Incident is to be processed as soon as possible because a continuing malfunction can seriously disrupt the entire productive business flow. 如正常业务交易受到严重影响,则该事件的优先级应归类为"高"。必要的任务无 法执行。这是由于迫切需要的 PRD、DEV 或 QAS 系统中的功能异常或无法运行 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。

Priority 3 – Medium 优先级 3 - 中	An Incident should be categorized with the priority "Medium" if normal business transactions are affected. The problem is caused by an incorrect or inoperable function in the PRD or DEV or QAS system. The Customer orders a change to or a service for an existing critical business process. 如正常业务交易受到影响,则该事件的优先级应归类为"中"。这类问题是由于 PRD、DEV 或 QAS 系统中的功能异常或无法运行导致的。客户针对现有的重要 业务流程订购变更或服务。	
Priority 4 – Low 优先级 4 - 低	An Incident should be categorized with the priority "Low" if the problem reported has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions of the PRD, DEV or QAS system that is not required daily or only rarely used. This priority is also used for any other Service Request. 如报告的问题对正常业务交易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 PRD、DEV 或 QAS 系统中非日常使用或极少使用的功能异 常或无法运行导致的。该优先级也可用于任何其他服务请求。	

#### Service Times 眼女叶问

服务时间

Service hours (Service Times) and Scope for Application Management Services to be provided are specified in the applicable Scope Document for Application Management Services.

应用程序管理服务适用的范围文档规定了将要提供的应用程序管理服务的服务时数(服务时间)和范围。

#### Initial Reaction Times (IRT) 初始响应时间(IRT)

Initial Reaction Time SLA for reactive Ticket based services can be agreed as and only if specified in the applicable Scope Document for Application Management Services.

基于被动消息的服务的初始响应时间 SLA 可在应用程序管理服务的适用范围文档中约定,且只能在该文档中进行规定。

#### Solution Times (ST) – Optional 解决方案时间(ST): 可选项

Optional Solution Time SLA can be agreed for Application Management Services, as and only if specified in the applicable Scope Document for Application Management Services.

可选的解决方案时间 SLA 可就应用程序管理服务进行约定,且只能在应用程序管理服务的适用范围文档中进行规定。

Solution Time SLA is met if – within the Service Level – SAP provides a solution proposal for resolving the issue or a workaround. If the solution proposal is based on a workaround, SAP and Customer will agree on an action plan for creating and implementing a permanent resolution. This action plan includes a timeline, action items and persons responsible.

如在服务水平内,SAP 为解决问题提供解决方案建议或提供应急方案,则符合解决方案时间 SLA。如解决方案建议 基于应急方案,SAP 和客户将约定创建和实施永久解决方案的行动计划。该行动计划包括时间表、行动计划和人员 责任。

Solution Time SLA is measured in the SAP AMS Ticket tool.

解决方案时间 SLA 通过 SAP AMS 消息工具进行评估。

If Customer changes the priority of a Ticket, the service levels "Initial Reaction Time" and "Solution Time" restarts from this point.

如客户更改消息优先级,服务水平"初始响应时间"和"解决方案时间"从该点重新开始计时。

The Solution Time starts when the Ticket status is set to "In Process". Solution time stops when the Ticket is on status "Customer Action" and continues to count when it is on status "In Process" at SAP. Solution Time also stops if SAP sets the status "On Hold" and only continues to count when the status is set to "In Process" by SAP. The status "On Hold" may be set in the following situations:

解决方案时间从消息状态设置为"处理中"时开始计时。解决方案时间在消息处于"客户操作"状态时停止计时,并在处于 SAP"处理中"状态时继续计时。若 SAP 设置"暂停"状态,解决方案时间同样停止计时,并仅在 SAP 将状态设置为 "处理中"时继续计时。可在以下情况下设置"暂停"状态:

- Returning Ticket to Customer to request additional information 将消息返给客户请求其他信息
- Returning Ticket to Customer to request a solution approval 将消息返给客户请求解决方案审批
- Circumstances that are beyond the control of the SAP AMS team (see more below)
   超过 SAP AMS 团队控制范围的情况(请参阅以下更多情况)
- Delays caused by third Parties (i.e. not by SAP AMS team). In this context other SAP units than SAP AMS are also considered "3rd Parties"
   由第三方(即不是由 SAP AMS 团队)导致的延迟。在此情况下,除 SAP AMS 之外的其他 SAP 单位也视为"第 三方"。

Solution Time SLA is only applicable under the following circumstances:

解决方案时间 SLA 仅在以下情况下适用:

- Ticket is classified as "Incident" 消息被归类为"事件"。
- Issue occurs in a productive system 问题发生在生产系统中
- Ticket priority is set in accordance with the priority definitions 消息优先级根据优先级定义设置

Those times that a Ticket is with Product Support are excluded from the Solution Time calculation.

消息中包含产品支持的时间不计在解决方案时间之内。

#### Prerequisites for Solution Time SLA and Customer's duties

#### 解决方案时间 SLA 的前提条件和客户职责

Solution Time is only applicable if the prerequisites for Solution Time SLA are met and if Customer performs his collaborative and cooperative duties. That means in particular:

解决方案时间仅在满足解决方案时间 SLA 的前提条件和客户履行其协作和合作职责的情况下才适用。具体而言,这意味着:

- Customer provides working remote access for SAP 客户为 SAP 提供有效的远程访问权限。
- Customer ensures system availability of SAP Systems described in the applicable Scope Document, especially hardware and network

客户确保适用范围文档中所述 SAP 系统的系统可用性,尤其是硬件和网络。

 Customer provides all authorizations required for SAP to provide the described and agreed services. This includes in particular technical authorizations needed to work in SAP Systems described in the applicable Scope Document

客户为 SAP 提供所有必需的权限,以便 SAP 提供所述服务和约定的服务。

这尤其包括在适用范围文档所述的 SAP 系统中工作所需要的技术权限。

- Customer ensures that changes in the SAP Systems, which were not implemented by SAP, will be made known to SAP ex ante. This is done by handing over a documentation describing all technical and process aspects of the change. These changes will be added to the scope based on mutual agreement 客户保证将在 SAP 系统中进行的、不是由 SAP 实施的变更事先告知 SAP。为此,客户会通过提交文档说明有 关变更的所有技术和流程。这些变更将在双方达成一致的基础上添加到范围内。
- Customer ensures that all required information is given to investigate the issue. That means, that a Ticket must include at least the following:

客户保证所需的所有信息都用于调查问题。也就是说,消息中必须至少包含以下内容:

- 1. step by step instructions for reproducing the issue, 用于重现问题的分布说明,
- 2. a set of data to reproduce the issue 用于重新问题的一组数据,
- 3. a precise description of the issue (including comparison of actual and expected system behaviour) 对问题的准确描述(包括实际和预计的系统行为比较)。

- Customer ensures that Key Users with sufficient functional and technical expertise as well as decision making authorization are available and reachable (including contact data such as phone number) 客户保证提供具备足够的功能和技术专业知识以及决策权限的关键用户并保证能够联系得上(包括手机号码等联系人数据)。
- Customer creates Tickets in SAP Support Portal 客户在 SAP Support Portal 中创建消息。
- Customer actively supports the resolution process. That means in particular that Customer without delay validates the proposed solution
  - 客户为解决流程积极提供支持。具体而言,这意味着客户应立即验证建议的解决方案。
- Customer provides all required information without delay, and 客户应立即提供所需的所有信息,且
- Customer ensures that all provided data and information are correct 客户保证提供的所有数据和信息均准确无误。

#### Limitations

限制

The following time windows are explicitly excluded from Solution Time SLA:

以下时间窗口明确排除在解决方案时间 SLA 之外:

- Maintenance windows according to the Customer requirements 按照客户需求的维护窗口
- Time windows which can be attributed to technical unavailability of the software solution (hardware, network, infrastructure or other)

可归因于软件解决方案(硬件、网络、基础架构或其他)技术不可用的时间窗口

- Time windows which can be attributed to issues caused by the Hosting Provider 可归因于托管提供商造成的问题的时间窗口
- Time windows which can be attributed to issues with software products that are not included in the scope 可归因于不在范围内的软件产品问题的时间窗口。

In case of events of force majeure and other Incidents not caused by SAP, which prevent a smooth and uninterrupted resolution process, Solution Time will not be applicable until normal operations can be re-established.

如遇不可抗力事件或非 SAP 造成的其他事件,而妨碍解决流程顺利连续运行,则在重新开始正常运营之前,解决方案时间将不适用。

If Customer fully or partially fails to comply with one or multiple of the listed prerequisites or only fulfils one or multiple of the listed prerequisites in the required quality or not within the required time and if there are delays caused by that SAP will not be in default even if the Solution Time expired. The onus for noncompliance of business process availabilities, the fulfilment of requirements, the reaction times and resolution times lies with Customer.

如客户未能满足或未能完全满足一个或多个所列前提条件或仅满足一个或多个所需质量的所列前提条件,或未在要 求时间内满足前提条件,且若因此造成延迟,则即使超出解决方案时间,也不视为 SAP 违约。违反业务流程可用性、 满足要求、反应时间和解决时间的责任由客户承担。

#### 6.2 Service Reporting 服友提生

服务报告

SAP will provide reports to Customer with information about the services provided.

SAP 将向客户提供包含所提供服务信息的报告。

#### Monthly Customer Report 每月客户报告

SAP will create a monthly report providing Customer with information about the services provided in the previous month. The report will be made available online via the AMS Reporting Dashboard for the last reporting month and as downloadable PDF document for last 12 reporting months and will include the following information for the in the respective reporting period:

SAP 将每月创建报告,向客户提供前一月的服务信息。报告将通过 AMS 报告仪表盘在线提供上个月的报告,并提供过去十二(12)个报告月的可下载 PDF 文件,其中包含相应报告期限的下述信息:

- Overview of the supported IT solution in scope of the services provided 在所提供的服务范围中受支持的 IT 解决方案的概览
- Management Summary / Recommendations for continuous improvement 针对持续完善的管理总结/建议
- Total number of Tickets received including break down per service category, per priority, per location, per application 收到的消息总数,包括按服务类别、优先级、位置、应用程序细分的消息
- Total number of completed / not completed Tickets including break down per application 完成/未完成的消息总数,包括按应用程序细分的消息
- Total efforts for Tickets processed per month and accumulated over last 12 months (including break down per application and service category)
   对每月的和累计过去 12 个月处理的消息的总投入(包括按应用程序和服务类别细分的消息)

## Real Time Ticket Reporting 实时消息报告

A Real Time Ticket Reporting will be available online via the AMS Reporting Dashboard providing detailed information (including Ticket ID, priority, application, service category, status) on Tickets.

通过 AMS 报告仪表盘在线提供实时消息报告,提供有关消息的详细消息(包括消息 ID、优先级、应用程序、服务 类别和状态)。

#### <u>Dispute Resolution</u> 争议解决

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Each party will nominate a representative who will be the other party's prime point of contact with respect to the performance of the Application Management Services. Each party will further nominate a representative who will serve as a decision-making authority in case of any dispute or escalation that cannot be settled between the primary points of contact within a reasonable period.

各方将指定一名代表作为另一方实施应用程序管理服务的主要联系人。各方还将指定一名代表作为决策人,专门负 责主要联系人无法在合理时间内解决的争议或上报问题。

#### **Exhibit A: Change Request Procedure**

附件 A: 变更请求程序

**Exhibit B: Template for Acceptance Protocol** 

附件 B: 验收协议模板

#### **Exhibit A: Change Request Procedure**

#### 附件 A: 变更请求程序

If during the provision of the agreed services changes are identified – changes that in Customer's or SAP's view affect the scope (by material reduction or excess), content, methods, or schedule, they must be agreed documented and tracked in the provided Change Request form. When one party initiates a Change Request (the "Requesting Party"), the other party ("Responding Party") will use reasonable efforts to respond to such Change Request within ten business days of receipt. Further, both parties will use reasonable efforts to either fully execute such Change Request, or mutually agree to abandon such Change Request, within fifteen business days of the Responding Party's receipt of the Change Request.

如在约定服务提供期间,客户或 SAP 认为某些变更对范围(通过减少物料或物料过剩的方式)、内容、方法或进度 计划有所影响,则必须就此类变更达成一致,在提供的变更请求表中进行记录和追踪。一方发出变更请求后(以下 简称"请求方"),另一方(以下简称"被请求方")将在收到此类变更请求后的十(10)个工作日内尽合理努力响应此 类变更。并且,双方在被请求方收到变更请求的十五(15)日内都将尽合理努力执行此类变更请求,或一致同意取 消此类变更。

The parties must agree to, any change in the AMS Services in writing. The following procedure will be used to control a Change Request ("CR"), whether requested by Customer or SAP.

双方必须以书面形式同意 AMS 服务中的任何变更。无论是客户还是 SAP 请求变更,均应按照下列程序控制变更请求(以下简称"CR")。

#### Summary of the Change Request Procedure:

变更请求程序概要:

 All CR's must be made in writing on the CR form described below and shall be submitted to the appropriate Customer or SAP designated point of contact ("receiving party") for the Managed Services in order to initiate any CR.

所有 CR 均须按下面 CR 表以书面形式提出,并应提交给相应的客户或 SAP 指定的托管服务联系点(以下简称 "接收方"),以发起任何变更请求。

2. Upon receipt of a CR, the receiving party will assess the requested change to the AMS Services and inform the submitting party of the result of the assessment within a mutually agreeable period.

收到 CR 之后,接收方将就对 AMS 服务请求的变更进行评估,然后在双方协定的时间期限内通知提交方评估结果。

3. In the case of an affirmative response, Customer will provide SAP with a CR response specifying the effects of the change to the AMS Services and the estimated cost of the additional Services.

如为肯定回复,客户将向 SAP 提供一个 CR 回复,指出变更 AMS 服务的影响和附加服务的预计成本。

4. SAP will review the CR response within a mutually agreeable period and either accept or reject the CR.

SAP 将在双方协定的时间期限内审阅 CR 回复, 然后选择接受或拒绝 CR。

5. If SAP accepts the CR, the changes will be integrated into the AMS Services schedules. If rejected by SAP, SAP will only provide the AMS Services to the extent possible, which were agreed to prior to this CR.

如 SAP 接受 CR,则变更将集成至 AMS 服务计划中。如遭到 SAP 拒绝,SAP 将仅在可能的范围内提供在本 CR 之前约定的 AMS 服务。

6. Neither party is under no obligation to accept any CR.

任何一方都没有义务接受任何 CR。

Information to be provided on the Change Request form:

变更请求表上要提供的信息:

1. To initiate a CR, the submitting party must provide the following information:

要发起变更请求,提交方须提供下列信息:

- a. Name of contact(s) submitting and sponsoring the requested change.
   提交和发起请求变更的联系人姓名。
- b. Whether the request relates to the AMS Services under this Order From or to additional Services. 请求是否与本订购单项下的 AMS 服务或附加服务相关。
- c. Description of the requested change.

描述请求的更改。

2. Once the Change Request is received, SAP will conduct an impact and cost analysis. The following information will be provided as a result of this analysis in the form of a CR response:

收到变更请求之后, SAP 将执行影响和成本分析。执行 本分析之后将在 CR 回复表中提供下列信息:

a. Description of the impact, if any, on existing AMS Services.

说明对现有 AMS 服务的影响(如有)。

b. Description of additional deliverables, if any, required for the Change Request.

描述本次变更请求要求的其他交付成果(如有)。

c. Proposed schedule for any additional Services being requested.

拟定请求的任何附加服务的计划。

d. Estimate of the change, if any, to the AMS Services fees caused by the Change Request, including the rationale/methodology used for this calculation.

估计本变更请求引起的 AMS 服务费变更(如有),包括计算使用的基本原理/方法。

e. Recommendation on disposition of the CR (approve, disapprove, defer).

就如何处理 CR 提供建议(批准、拒绝、延迟)。

If rejected the CR shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives.

若拒绝,应将 CR 退回提交方并书面说明拒绝的理由及(若适当)任何其他可选方案。

A CR that is approved by the parties shall constitute a Change Request and a modification to the applicable Order Form. All approved CR's will be incorporated into the Order Form once Customer and SAP execute the CR form attached hereto. SAP will not perform any Services under the Change Request until the CR has been fully executed by both parties.

双方批准的 CR 应构成变更请求和对适用订购单的修改。客户和 SAP 签署附于本协议的 CR 表之后,所有经批准的 CR 都将纳入订购单。双方完全签署 CR 之后, SAP 才会履行变更请求下的任何服务。

The following example shows a template for a Change Request form:

下面示例提供了变更请求表模板:

Change Request: [CR #]
· · · · · · · · · · · · · · · · · · ·
to
附于
Order Form for Managed Services (Application Management Services)
托管服务(应用程序管理服务)订购单
SAP Reference No. <insert number="" order=""></insert>
SAP 参考编号 <mark>&lt;请插入订单编号&gt;</mark>
between
协议双方
< <u>SAP&gt;</u> ("SAP")
<mark><sap></sap></mark> (以下简称"SAP")
and
和
("Customer")
(以下简称"客户")

This document must be completed and submitted to the appropriate person to commence any change order.

必须在填写完本文件并将其提交至相应的人员后,方可开始任何订单变更。

- Describe reason for requested change: 说明请求变更的理由:
- 2. Describe impact, if any, on existing Managed Services: 说明对现有托管服务的影响(如有):
- 3. State estimated fee change, if known. Provide a rationale/methodology for used to calculate any change: 说明预计的费用变化(如已知)。提供计算任何变更所用的基本原理/方法。
- 4. Change Process:

变更流程:

- 5. Scheduled Date for Change: 计划的变更日期:
- Terms and Conditions: 条款和条件:

**IN WITNESS WHEREOF**, the parties have so agreed as of the date written above. 以资证明,双方于文首所书日期达成上述约定。

Accepted By/缔约方:

SAP

By/签字人:

Print Name: [SAP Representative]/ 正楷姓名: [SAP 代表] Accepted By/缔约方:

[Customer]/[客户]

By/签字人:

Print Name: [Approver]/正楷姓名: [审批人]

Title: [Title]/ 职务: [职务]

Title: [Title]/ 职务: [职务]

Date/日期:

Date/日期:

Change Request 变更请求		Sales Order 销售订单				
SAP		SAP P.O. SAP 订单号				
SAP N SAP 编			Original 原始			
Item 项目	Invoice Text (40 发票文本(40 个 <sup>4</sup>	•	Amount 金额	One-Time Monthly 毎月単次	Full Partial 全部/部分	Begin Bill Month 开始计费月份

## Exhibit B: Template for Acceptance Protocol

附件 B: 验收协议模板

## Acceptance Protocol

验收协议

Engagement Name:

项目名称:

Working Package:

I.	作	包:

Customer Project Manager		SAP Engagement Manager	
客户项目经理		SAP 项目经理	
Order No.			
订单编号			
Customer	Customer Name		
客户	客户名称		
	Department or Contact P	erson	
	部门或联系人		
	Street, No.		
	街道, 编号		
	ZIP Code, City		
	邮编,城市		

#### <u>Handover of Engagement Results</u> <u>项目成果的移交</u>

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The subject matters of the contract subsequently specified were handed over and were defined in detail in the following documents:

随后指定的合同标的事项已移交,并在以下文件中详细说明:

ID	Deliverable 交付成果		Document 文档	Date 日期	Comments 评论		
1	Kick off Workshop 启动研讨会						
2	<b>Monthly report</b> 月度报告						
3	ISAE 3402 Quality Assurance Report twice a year 每年创建两份 ISAE 3402 质量鉴证报告						
Place,	ce, Date SAP Engagement Manager						
地点、	、日期 SAP 项目经理 SAP 项目经理						
Acceptance Statement 验收声明							
	The activity results have been generated as mutually agreed in the contract. Consequently, the contract has been fulfilled on part of SAP to the full extent. The Customer hereby declares his acceptance.						
	沽动已获得	获得双方在合同中约定的结果。因此,SAP一方已履行全部合同义务。客户特此宣布接受。					
	The activity results show defects, which do not preclude acceptance and which impair the usefulness of the contracts goods, works and services only to an insubstantial extent. These open issues listed below shall be rectified. The Customer hereby declares his acceptance. 活动结果显示有缺陷,但不妨碍验收,仅在非实质性范围内影响合同产品、工作和服务的可用性。应矫正下列存在的问题。客户特此宣布接受。						
	The activity results show substantial defects, which preclude acceptance. Acceptance is refused. The open issues will be listed below. 活动结果显示有实质性缺陷,妨碍验收。拒绝验收。下面列出了存在的问题。						
No.	Ref. to ID         Open Issue         Responsible         Deadline					Deadline	
编号	参考ID	存在的问		责任方		截止日期	
Place,	Place, Date Custom		er le				
地点、	日期	客户					