

**SAP Service Description**  
**SAP 服务说明**  
**Custom Development Services**  
**自定义开发服务**

SAP will provide Custom Development Services to design and develop individual, Customer specific functionality by extending and enhancing Customer's Base Software based on a mutually agreed solution description as further defined in the respective Order Form and Scope Document.

SAP 提供自定义开发服务，旨在根据双方在相应的订购单或范围文档中共同商定的解决方案描述，为扩展和增强客户的基础软件而设计和开发专门针对客户的单独功能。

This document provides definitions and content that apply for such Custom Development Services.

本文档提供了适用于此类自定义开发服务的定义和内容。

## **1 Definitions**

### **定义**

1. **“Acceptance”** is the acceptance of a Deliverable by a declaration of consent in written form made via an Acceptance Protocol.  
“验收”是指通过验收协议，以书面同意的形式，表明对交付成果的验收。
2. **“Acceptance Protocol”** is a document for declaring Acceptance.  
“验收协议”是指用于同意验收的文档。
3. **“Acceptance Test”** is a test of the Features executed by Customer for the Acceptance of the Features.  
“验收测试”是指客户为验收功能而执行的功能测试。
4. **“Base Software”** means the SAP Software defined in the Scope Document upon which the installation and use of the Features depend/operate. Base Software is not licensed under Custom Development Services and must be acquired separately.  
“基础软件”是指范围文档中定义的 SAP 软件，这类软件是安装和使用功能的基础。基础软件不在自定义开发服务的许可范围内，必须另行购买。
5. **“Business Requirements”** describe Customer's business goals and objectives and their relation towards the scope of the Custom Development Services.  
“业务需求”描述了客户的业务目标和目的及其与自定义开发服务范围的关联。
6. **“Confirmation”** is a declaration of consent made via e-mail.  
“确认”是指通过电子邮件表明同意。
7. **“Custom Development Services”** means services agreed by the parties under the respective Order Form, and described in the relevant Scope Document.  
“自定义开发服务”是指双方依据相应订购单协定的、在相关范围文档中所述的服务。
8. **“Deliverable”** means work products of the Services provided by SAP in the course of the applicable Order Form for delivery to Customer.  
“交付成果”是指 SAP 在履行相应订购单的过程中，为交付给客户所提供的服务的工作产品。
9. **“Features”** means the SAP software functionality to be developed and provided as part of the Custom Development Services hereunder.  
“功能”是指作为本文件所述的自定义开发服务的一部分开发和提供的 SAP 软件功能。
10. **“High Level Architecture”** describes the planned architecture of the solution on a high level.  
“高层架构”从较高层面描述了计划的解决方案架构。

11. **“Product Backlog”** is, together with the Vision & Scope Document, the solution description according to the SAP Custom Development Methodology Scrum Lifecycle. The Product Backlog consists of the Product Backlog Items. The final version of the Product Backlog, together with the Vision & Scope Document, contains the sole legally binding description of the Features and is the basis for the Acceptance Test of the Features.  
“待开发包列表”与愿景和范围文档同为根据 SAP 自定义开发方法 Scrum 生命周期提供的解决方案说明。待开发包列表包含待开发包项目。最终版的待开发包列表与愿景和范围文档包含唯一具有法律约束力的功能说明，并构成功能验收测试的基础。
12. **“Product Backlog Item”** consists of the Customer’s Software Requirements to be realized as Features by SAP, and their respective functional description and acceptance criteria, as well as the mutually agreed priority of each Product Backlog Item, and status of completion of the Features to be provided. The Product Backlog Items are contained in the Product Backlog.  
“待开发包项目”包括 SAP 要转化为功能的客户软件需求及其相应的功能说明、验收条件以及双方约定的各个待开发包项目的优先级及所要提供的功能的完成状况。待开发包项目包含在待开发包列表中。
13. **“SAP Custom Development Methodology Scrum Lifecycle”** means an iterative and incremental project management method, according to which the Customer’s Software Requirements are realized successively as Features within Sprints.  
“SAP 自定义定制开发方法 Scrum 生命周期”是一种迭代式增量项目管理方法，根据该方法，客户的软件需求将在 Sprints 中相继转化为功能。
14. **“SAP Custom Development Methodology Waterfall Lifecycle”** means a sequential project management method, according to which the Customer’s Software Requirements are realized consecutively as Features through the phases of the project lifecycle.  
“SAP 自定义定制开发方法瀑布型生命周期”是一种顺序项目管理方法，根据该方法，客户的软件需求将在项目生命周期的各个阶段相继转化为功能。
15. **“Software Requirements”** means the Customer’s user requirements, functional requirements and non-functional requirements.  
“软件需求”是指客户的用户需求、功能性需求以及非功能性需求。
16. **“Solution Proposal”** contains the description of Customer’s Business and Software Requirements and a high level solution overview.  
“解决方案建议书”包含对客户的业务和软件需求的说明以及对解决方案的高度概括。
17. **“Specification”** is the solution description according to the SAP Custom Development Methodology Waterfall Lifecycle. The Specification includes the description of Customer’s Business and Software Requirements, and the High Level Architecture. The accepted Specification contains the sole legally binding description of the Features and is basis for the Acceptance Test of the Features.  
“规格”是指根据 SAP 自定义开发方法瀑布型生命周期提供的解决方案说明。规格包含对客户的业务和软件需求的说明以及高层架构。验收的规格包含唯一具有法律约束力的功能说明，并且是进行功能验收测试的基础。
18. **“Sprint”** means a set period of time during which specific work is realized and made ready for review.  
“Sprint”是指在一段特定的时间段内完成特定的工作并为审核做好准备。
19. **“Vision & Scope Document”** is, together with the Product Backlog, the solution description according to the SAP Custom Development Methodology Scrum Lifecycle. The Vision & Scope Document includes Customer’s Business Requirements, and the High Level Architecture. The accepted Vision & Scope Document, together with the final version of the Product Backlog, contains the sole legally binding description of the Features and is basis for the Acceptance Test of the Features.  
“愿景和范围文档”与待开发包列表同为根据SAP自定义开发方法Scrum生命周期提供的解决方案说明。愿景和范围文档包括客户的业务需求以及高层架构。验收的愿景和范围文档与最终版的待开发包列表包含唯一具有法律约束力的功能说明，并构成功能验收测试的基础。

## **2 SAP Custom Development Methodology**

### **SAP 自定义开发方法**

SAP will provide Custom Development Services applying either its Custom Development Methodology Scrum or Waterfall Lifecycle. The applicable Custom Development Methodology Lifecycle will be stated and described further in the Scope Document.

SAP 应提供运用其自定义开发方法 Scrum 生命周期或瀑布型生命周期的自定义开发服务。相应的自定义开发方法生命周期在范围文档中详细规定并加以说明。

## **3 Roles and Governance**

### **角色和治理**

The roles and project governance are defined in the Scope Document.

角色和项目治理在范围文档中定义。

## **4 Customer Responsibilities**

### **客户的责任**

The overall Customer responsibilities are listed below. Specific Customer and SAP responsibilities are further detailed in the Scope Document. Customer shall

客户的全部责任如下文所述。客户和 SAP 的具体责任详见范围文档所述。客户应：

1. Ensure it has all necessary license rights, including third party license rights, required to allow SAP to perform the Custom Development Services.  
确保拥有允许 SAP 履行自定义开发服务所需的所有必要的许可权利，包括第三方许可权利。
2. Appoint a Project Manager and/or Program Manager to act as the Customer's point of contact for SAP.  
指派一名项目经理和/或计划经理担任客户与 SAP 的联络人。
3. Provide sponsorship from the Customer's senior management, who will be available on a timely and regular basis to monitor progress and to act as a decision maker for policy decisions and issue resolution.  
提供客户高级管理层的支持；高级管理层应及时定期监督进度，并充当政策制定和问题解决的决策者。
4. Manage the Customer's third party service providers.  
管理客户的第三方服务提供商。
5. Provide knowledgeable, decision-empowered resources that are available to work on the Customer's project as part of the team.  
安排熟悉业务且具有决策权的资源作为项目团队成员开展客户项目。
6. Provide SAP with adequate working environment, system access, and Internet and telecommunications services for the SAP employees deployed at Customer's facilities. No SAP employees will have an office on the Customer's premises with keys that provide exclusive use of the office to SAP. It is recommended that the SAP team is situated in a secure location.  
为在客户处工作的 SAP 员工提供必要的工作环境、系统访问权限、互联网和电信服务。在客户处 SAP 员工不占用专供 SAP 使用的办公室。建议为 SAP 团队提供安全的工作场所。
7. Provide SAP with access to Customer's facilities as necessary for the performance of the Custom Development Services including all necessary identification material (badges, passes, cards, etc.).  
向 SAP 提供履行自定义开发服务所需的客户设施的访问权限，包括所有必要的身份识别资料（胸卡、通行证、门卡等）。
8. Supply SAP with the names and contact information of key Customer and third party resources assigned to the project.  
向 SAP 提供为项目分配的关键客户和第三方资源的名称和联系信息。

9. Ensure that any appropriate hardware required for the Custom Development Services is secured before the start of the project.

确保在项目启动前自定义开发服务所需的任何硬件设施都已就绪。

10. Provide an appropriate system landscape for development, test, and operation of the Features, with the necessary authorizations for onsite and remote access to those systems for SAP.

提供用于功能开发、测试和运行的系统架构，以及 SAP 在线和远程访问此类系统所需的必要授权。

11. Provide a consistent, stable, and fast SAP remote support connection/service connection between SAP and Customer at the required times.

在客户与 SAP 约定的时间段内，向 SAP 提供实时、稳定且快速的远程支持连接/服务连接。

12. Allow the use of SAP laptops and mobile devices on Customer's network and a connection to SAP's network via SAP's Virtual Private Network (VPN) protocols or Customer will provide PCs and/or laptops with the Microsoft Office Suite and e-mail capability for the SAP team. Laptops and/or PCs provided by Customer must have the latest virus protection software.

允许在客户网络中使用 SAP 的笔记本电脑和移动设备，并通过 SAP 的虚拟专用网络（VPN）协议实现与 SAP 网络的连接，或者客户为 SAP 团队提供带 Microsoft Office 套件和电子邮件功能的台式机和/或笔记本电脑。客户提供的笔记本电脑和/或台式机必须安装有最新的防病毒软件。

13. Provide technical advice regarding any relevant third party systems.

提供有关任何相关第三方系统的技术建议。

14. Ensure that the Customer's project is compliant with any relevant governmental and regulatory requirements.

确保客户的项目符合任何相关的政府和监管要求。

Customer acknowledges and agrees that SAP's ability to provide the Custom Development Services specified in the Order Form depends upon contributions to be provided by Customer.

客户确认并同意，SAP 提供订购单中规定的自定义开发服务的能力取决于客户提供的支持。

If SAP considers that a material response or action required from Customer is delayed to a point that the project Deliverables' schedule is being negatively impacted or cannot reasonably be met due to such delay, SAP will promptly inform the Customer in writing. Customer shall then either: (i) immediately respond; (ii) take the required action;

or (iii) request a suspension of the Custom Development Services concerned, provided that Customer assumes any additional costs associated with such suspension, if any, on the basis of the then current SAP prices and rates. In connection with any notice provided by SAP pursuant to this section, Customer agrees to respond to it in writing within five working days after having received it from SAP. Should Customer not respond within five working days, the overall project timeline will be extended, at minimum, by the time associated with Customer's delay.

如 SAP 认为，客户被要求提供的任何重要响应或行动发生延迟，以致项目交付成果的日程安排受到负面影响或无法合理完成，SAP 将立即以书面形式通知客户。客户则须：(i) 立即响应；(ii) 采取必要的行动；

或 (iii) 请求暂停所涉及的自定义开发服务，但客户须按照当时的 SAP 价格和费率承担与此类暂停有关的任何额外成本（若有）。对于 SAP 依照本节规定提供的任何通知，客户同意在收到 SAP 通知后五（5）个工作日内以书面形式作出响应。如客户在五（5）个工作日内未能作出响应，项目整体时间表应予以延长，延长的时间至少为客户所耽误的时间。

## 5 **Assumptions and Exclusions**

### **假设和排除事项**

- A. The Service Description assumptions are listed below. SAP may identify further assumptions in the Order Form or Scope Document.

服务说明的假设如下所述。SAP 可在订购单或范围文档中进一步确定假设。

1. The SAP employees assigned for the Custom Development Services will be under the direction of SAP and will be located at SAP sites. Travel of SAP employees shall be agreed upon between the parties as deemed necessary.

为自定义开发服务分配的 SAP 员工将服从 SAP 的管理，并在 SAP 办公地点办公。如双方认为有必要，可协商 SAP 员工的出差事宜。

2. All supporting documentation will be developed using industry standard personal computers/laptops using Microsoft Office applications (Word, Excel, MS Project, Visio and PowerPoint), Adobe Reader or other mutually agreed documentation tools.

所有支持文档将使用符合行业标准的个人计算机/笔记本电脑，通过 Microsoft Office 应用程序（Word、Excel、MS Project、Visio 和 PowerPoint）、Adobe Reader 或其他双方商定的文档工具制备。

- b. The Service Description exclusion is listed below. SAP may identify further exclusions in the Order Form or Scope Document.

服务说明的排除事项如下所述。SAP 可在订购单或范围文档中进一步确定排除事项。

1. Developments that change or extend the standard SAP Software source code other than what is specified in the Scope Document.

除范围文档中规定的开发之外，对标准 SAP 软件源代码进行更改或扩展的开发。