

SAP Service Description
SAP 服務說明
Custom Development Services
自訂開發服務

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.

雙方合意之解決方案說明內容在個別訂購單與範圍文件中具有進階定義，SAP 應依該說明內容提供自訂開發服務，以延伸並增強客戶的基本軟體，進而設計和開發個別客戶之特定功能。

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

本文件提供適用於上述自訂開發服務之定義與內容。

1 Definitions

名詞定義

1. **“Acceptance”** is the acceptance of a Deliverable by a declaration of consent in written form made via an Acceptance Protocol.
「**驗收**」係指透過驗收協定而以書面形式聲明同意驗收交付項目。
2. **“Acceptance Protocol”** is a document for declaring Acceptance.
「**驗收協定**」係指用於聲明驗收之文件。
3. **“Acceptance Test”** is a test of the Features executed by Customer for the Acceptance of the Features.
「**驗收測試**」係指由客戶為驗收功能所執行之功能測試。
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.
「**基本軟體**」係指可據以/在其中安裝與使用功能之 SAP 軟體，該等軟體在範圍文件中亦有定義。基本軟體之授權並非依據自訂開發服務之相關內容，該軟體之取得亦須個別進行。
5. **“Business Requirements”** describe Customer's business goals and objectives and their relation towards the scope of the Custom Development Services.
「**業務需求**」說明客戶之業務目標及其與自訂開發服務範圍之關係。
6. **“Confirmation”** is a declaration of consent made via e-mail.
「**確認**」係指透過電子郵件聲明同意。
7. **“Custom Development Services”** means services agreed by the parties under the respective Order Form, and described in the relevant Scope Document.
「**自訂開發服務**」係指各方依據個別訂購單商定之服務，該服務內容並另予載明於相關範圍文件中。
8. **“Deliverable”** means work products of the Services provided by SAP in the course of the applicable Order Form for delivery to Customer.
「**交付項目**」係指 SAP 在適用訂購單履約期間交付予客戶之服務工作產品。
9. **“Features”** means the SAP software functionality to be developed and provided as part of the Custom Development Services hereunder.
「**功能**」係指將予以開發並提供作為本文所述自訂開發服務一部分的 SAP 軟體功能。
10. **“High Level Architecture”** describes the planned architecture of the solution on a high level.
「**高階架構**」說明高階解決方案之計畫架構。

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.
「產品需求清單」及概念與範圍文件同為依據 SAP 自訂開發方法 Scrum 生命週期的解決方案說明概念。「產品需求清單」包括產品需求清單項目。產品需求清單之最終版本及概念與範圍文件，均包含唯一具有法律約束力之功能說明，且同為功能驗收測試之基礎。
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.
「產品需求清單項目」包括 SAP 將予以開發為實際功能之客戶軟體需求、其個別功能說明和驗收標準、雙方商定之每項產品需求清單項目的優先順序，以及要提供之功能完成狀態。產品需求清單包含產品需求清單項目。
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 自訂開發方法 Scrum 生命週期」係一套反覆漸增的專案管理方法，客戶之軟體需求將據此方法在衝刺期間內逐一開發為實際功能。
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 自訂開發方法瀑布式開發生命週期」係一套連續性的專案管理方法，客戶之軟體需求將據此方法在整個專案生命週期的階段中依次開發為實際功能。
15. **“Software Requirements”** means the Customer’s user requirements, functional requirements and non-functional requirements.
「軟體需求」係指客戶之使用者需求、功能需求以及非功能需求。
16. **“Solution Proposal”** contains the description of Customer’s Business and Software Requirements and a high level solution overview.
「解決方案建議書」說明客戶之業務與軟體需求，並提供高階解決方案概覽。
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.
「規格」係指根據 SAP 自訂開發瀑布式生命週期的解決方案描述。。規格說明客戶之業務與軟體需求以及高階架構。經驗收的規格將包含唯一具有法律約束力之功能說明內容，同時成為該功能驗收測試之基礎。
18. **“Sprint”** means a set period of time during which specific work is realized and made ready for review.
「衝刺」係指在一段特定的時間段內，完成特定的工作並為審核做好準備。
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.
「概念與範圍文件」與產品需求清單同為依據 SAP 自訂開發方法 Scrum 生命週期的解決方案說明概念。概念與範圍文件包括客戶之業務需求與高階架構。經驗收的概念與範圍文連同產品需求清單之最終版本，均包含唯一具有法律約束力之功能說明，且同為功能驗收測試之基礎。

2 SAP Custom Development Methodology

SAP Custom Development 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 應提供套用其自訂開發方法 Scrum 或瀑布式生命週期的自訂開發服務。適用之自訂開發方法生命週期在範圍文件中應有進階規定與說明。

3 Roles and Governance

角色與管理

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

有關角色與專案管理，範圍文件均有其定義。

4 Customer Responsibilities

客戶責任

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

整體客戶責任列示如下。將於範圍文件中進一步詳述客戶與 SAP 之特定責任。客戶應

1. Ensure it has all necessary license rights, including third party license rights, required to allow SAP to perform the Custom Development Services.
確保已具備允許 SAP 履行自訂開發服務所需之必要授權權利，包括第三方授權權利。
2. Appoint a Project Manager and/or Program Manager to act as the Customer's point of contact for SAP.
指派專案經理和/或方案經理擔任客戶聯繫 SAP 的聯絡窗口。
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.
由客戶的資深管理人員從旁幫助，該管理人員將及時、定期監督進展情況，並針對政策決定與問題解決事務以決策者之身分行事。
4. Manage the Customer's third party service providers.
管理客戶的第三方服務供應商。
5. Provide knowledgeable, decision-empowered resources that are available to work on the Customer's project as part of the team.
由具備豐富知識與決策制訂權力的人員組成團隊，負責處理客戶專案事務。
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.
為 SAP 提供適當的工作環境、系統存取權及網際網路與電信服務，供部署在客戶設施中的 SAP 員工使用。客戶應在其公司內部為 SAP 員工提供辦公室，但不需提供 SAP 員工進出辦公室專用的鑰匙。建議將 SAP 團隊安排在安全的位置。
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.).
依履行自訂開發服務之需求而定，允許 SAP 進出客戶場所，包括提供所有必要的身分識別資料（例如識別證、通行證、門禁卡等）。

8. Supply SAP with the names and contact information of key Customer and third party resources assigned to the project.
針對指派至專案的重要客戶與第三方人員，向 SAP 提供其姓名與聯絡資訊。
9. Ensure that any appropriate hardware required for the Custom Development Services is secured before the start of the project.
在專案開始前，確保已針對自訂開發服務所需的所有適用硬體實行安全加密措施。
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.
提供可開發、測試和操作功能的適當系統架構，同時提供現場或遠端存取 SAP 系統的必要授權。
11. Provide a consistent, stable, and fast SAP remote support connection/service connection between SAP and Customer at the required times.
在客戶與 SAP 約定的時間段內，向 SAP 提供一致、穩定又快速的遠端支援連線/服務連線。
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.
允許透過 SAP 的虛擬私人網路 (VPN) 通訊協定，在客戶網路上使用 SAP 筆記型電腦和行動裝置，並連線至 SAP 網路，或由客戶為 SAP 團隊提供安裝 Microsoft Office 套件並具備電子郵件功能的個人電腦和/或筆記型電腦。客戶提供的筆記型電腦和/或個人電腦必須安裝最新的防毒軟體。
13. Provide technical advice regarding any relevant third party systems.
提供所有第三方系統的相關技術諮詢。
14. Ensure that the Customer's project is compliant with any relevant governmental and regulatory requirements.
確保客戶專案符合所有相關的政府規範與法規要求。

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.

客戶認可並同意 SAP 得根據客戶提供之內容，提供訂購單所述之自訂開發服務。

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.

若 SAP 認為客戶要求的實質回應或行動遭到延遲，並達到對專案交付項目時程表造成負面影響之程度，或是由於此延遲而無法合理達成時程表規劃，SAP 將立即以書面通知客戶。此時，客戶應：(i) 立即回覆；(ii) 採取必要行動；或 (iii) 請求暫停相關的自訂開發服務，前提為客戶將依 SAP 當時價格與費率承擔因該暫停所衍生之相關額外成本。關於 SAP 依本節規定所提供之任何通知，客戶同意在收到 SAP 通知後五個工作日內以書面方式回覆。若客戶未於五個工作日內回應，整體專案時間表將隨之延長，最短延長時間則視客戶延遲時間而定。

5 **Assumptions and Exclusions**

假設與例外狀況

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

服務說明假設列示如下。SAP 得在訂購單或範圍文件中識別進階假設。

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.

指派至自訂開發服務的 SAP 員工應遵循 SAP 之指導，並於 SAP 現地工作。雙方應於必要時商定 SAP 員工之差旅。

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.

所有支援文件之開發應採用業界標準個人電腦/筆記型電腦，是類電腦使用 Microsoft Office 應用程式 (Word、Excel、MS Project、Visio 和 PowerPoint)、Adobe Reader 或其他雙方合意之文件工具。

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

服務說明例外狀況列示如下。SAP 得在訂購單或範圍文件中識別進階例外狀況。

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

除範圍文件所載者，可變更或延伸標準 SAP 軟體原始碼之開發工作。