

SAP Service Description
SAP 服務說明

Innovative Business Solutions Development Support Services
Innovative Business Solutions 開發支援服務

SAP is offering Innovative Business Solutions Development Support Services (“Development Support Services”) for Features which have been developed and delivered by SAP under Innovative Business Solutions Development Services (“Development Services”) pursuant to an Order Form.

針對依據 Innovative Business Solutions 開發服務 (以下簡稱「開發服務」) 所開發並交付之功能，SAP 依訂購單規定提供 Innovative Business Solutions 開發支援服務 (以下簡稱「開發支援服務」)。

1 **DEFINITIONS**
名詞定義

1. **“Base Software”** means the SAP Software defined in the Scope Document of the respective Development Services upon which the installation and the use of the Features depend/operate. Base Software is not licensed under Development Support Services and must be acquired separately.
「基本軟體」係指在個別開發服務之範圍文件中加以定義，且可據以/在其中安裝與使用功能之 SAP 軟體。基本軟體並未依據開發支援服務取得授權，該軟體須另外單獨取得。
2. **“Base Support Agreement”** means the agreement for support services that is in force for the Base Software between Customer and SAP.
「基本支援合約」係指客戶與 SAP 所簽訂針對基本軟體生效之支援服務合約。
3. **“Customer Communication Point”** means a certified Customer Center of Expertise (“Customer COE”), or a certified Customer Competence Center (“CCC”), or those Customer’s employees entitled to request Development Support Services. For the Customer COE, or the CCC, the relevant terms and conditions of the Base Support Agreement apply. If no Customer COE or CCC is available, Customer’s employees entitled to request Development Support Services must be made known in writing by Customer to SAP.
「客戶通訊點」係指經認證的 Customer Center of Expertise (下稱「Customer COE」)，或經認證的 Customer Competence Center (下稱「CCC」)，或客戶有權要求開發支援服務的員工。針對 Customer COE 或 CCC，應適用基本支援合約的相關條款與條件。若未設置 Customer COE 或 CCC，則須由客戶以書面方式向 SAP 告知其有權要求開發支援服務的員工。
4. **“Features”** means the SAP software functionality developed and provided as part of the respective Development Services.
「功能」係指經開發並提供作為個別開發服務一部分的 SAP 軟體功能。
5. **“Production System”** means a live system on which the Features are installed that is used for normal business operations and where Customer’s data is recorded.
「生產系統」係指安裝一般業務運作所需功能與記錄客戶資料的即時系統。
6. **“Source Code”** means the output of the technical development of the Features delivered under the respective Development Services.
「原始程式碼」係指依個別開發服務交付功能之技術開發輸出內容。

2 **SERVICE APPROACH**
服務方法

The scope of the Development Support Services depends on the underlying Base Software defined in the Scope Document of the respective Development Services. Furthermore, there are the two alternatives: Project Support Full Edition and Project Support Large Enterprise. Project Support Full Edition is only available to Customers with SAP Standard Support or SAP Enterprise Support for their SAP system landscape. Project Support Large Enterprise is only available to Customers with SAP Product Support for Large Enterprises (PSLE Support) for their SAP system landscape.

開發支援服務範圍將視個別開發服務之範圍文件中所定義標的基本軟體而定。此外，有兩項替代方案可供選擇：專案支援完整版及專案支援大型企業。專案支援完整版僅適用於其 SAP 系統架構具備 SAP Standard Support 或 SAP Enterprise Support 的客戶。專案支援大型企業僅適用於其 SAP 系統架構具備 SAP Product Support for Large Enterprises (PSLE 支援) 的客戶。

The combination of underlying Base Software and Customer's support model determines the specific scope of the Development Support Services according to the table below. Details regarding the services are set out in section 3.2.

依據下表，結合標的基本軟體及客戶支援模式，決定開發支援服務的具體範圍。第 3.2 條規定服務相關之詳細資訊。

Base Software 基本軟體	SAP Business Suite, including SAP Add- ons SAP Business Suite， 包括 SAP 附加元件		SAP S/4 HANA, including SAP Add- ons SAP S/4 HANA，包 括 SAP 附加元件		SAP Hybris Commerce	
	Full Edition 完整版	Large Enterprise 大型企業	Full Edition 完整版	Large Enterprise 大型企業	Full Edition 完整版	Large Enterprise 大型企業
Support model for Development Support Services 適用於開發支援服務之支援模式						
Service 服務						
Message Handling (see description in section 3.2.1) 訊息處理 (請參閱第 3.2.1 條所述)	X	X	X	X	X	X
Conflict Resolution Service for SAP Support Packages and SAP Support Stacks (SSP & SSS) (see description in section 3.2.2) SAP 支援套件及 SAP 支援堆疊 (SSP & SSS) 之衝突解決服務 (請參閱第 3.2.2 條所述)	X	X	X	X		
Conflict Resolution Service for SAP Enhancement Packages (see description in section 3.2.3) SAP 增強套件之衝突解決服務 (請參閱第 3.2.3 條所述)	X	X				
Conflict Resolution Service for SAP Feature Packages and SAP Feature Package Stacks (SFP & SFPS) (see description in section 3.2.4) SAP 功能套件及 SAP 功能套件 堆疊 (SFP & SFPS) 之衝突解決 服務 (請參閱第 3.2.4 條所述)			X	X		
Conflict Resolution Service for SAP S/4HANA Release Upgrades (see description in section 3.2.5) SAP S/4HANA 版本升級之衝突 解決服務 (請參閱第 3.2.5 條所述)			X	X		
Conflict Resolution Service for SAP Hybris Commerce Product Release Upgrades (see description in section 3.2.6) SAP Hybris Commerce 產品版 本升級之衝突解決服務 (請參閱 第 3.2.6 條所述)					X	X

Code Analysis (see description in section 3.2.7) 程式碼分析 (請參閱第 3.2.7 條所述)	X	X	X	X		
Features Improvement (see description in section 3.2.8) 功能改善 (請參閱第 3.2.8 條所述)	X	X	X	X	X	X
Development Support Services Delivery Management (see description in section 3.2.9) 開發支援服務交付管理 (請參閱第 3.2.9 條所述)	X		X		X	

3 **DEVELOPMENT SUPPORT SERVICES**

開發支援服務

3.1 **General Provisions**

一般條款

3.1.1 All Development Support Services will be provided for Features only. All other SAP Software purchased by Customer is explicitly excluded from the Development Support Services provided by SAP hereunder.
所有開發支援服務之提供僅針對功能所為。SAP 依據本文提供之開發支援服務範圍，均明文排除客戶購買之所有其他 SAP 軟體。

3.1.2 Development Support Services will be provided only for the most recent version of the Features. The Customer must ensure that all Development Support Services (such as coding corrections, patches, etc.) provided by SAP hereunder are duly and timely applied to the Features.

僅針對最新版本之功能提供開發支援服務。客戶必須確保 SAP 依據本文提供之所有開發支援服務 (例如：編碼更正、修補程式等) 皆適當且及時套用至功能。

3.1.3 In case the Features have been developed on Customer's systems, the Development Support Services hereunder will be provided on the Customer's non-Production System on which the Features were provided to the Customer. For reasonable cause and taking into consideration all other prerequisites of Development Support Services, Customer may request and SAP may agree to provide the Development Support Services on a different Customer's non-Production System to the one mentioned above.

若已在客戶系統上開發功能，則本文所載開發支援服務應在向客戶提供功能之客戶非生產系統上提供。基於合理原因並考量開發支援服務所有其他的先決條件，客戶得要求在另一個客戶的非生產系統上，向前開客戶提供開發支援服務，且 SAP 亦得同意此要求。

For the avoidance of doubt, it is always the Customer's sole responsibility to apply the provided Development Support Services to its Production Systems.

為免除疑義，客戶應全權負責在其生產系統上套用提供之開發支援服務。

3.1.4 Development Support Services for the Features will be provided for the release of the Base Software and the IT environment, as defined in the Scope Document of the respective Development Services and/or in any associated documents. Customer may be required to upgrade to more recent versions of its operating systems and databases to receive Development Support Services.

依據個別開發服務和 / 或任何相關文件中之範圍文件定義，應針對基本軟體發行版本和 IT 環境提供適用於功能之開發支援服務。客戶可能必須將其作業系統及資料庫升級至更新的版本，才能取得開發支援服務。

3.1.5 Development Support Services are provided only during the Local Office Time as stated in the respective Order Form, and exclusively to the Customer Communication Point which must support each installation of the Features covered by the respective Order Form.

開發支援服務之提供期間僅限於個別訂購單所載之當地營業時間，且僅限提供予應支援個別訂購單所涵蓋功能安裝作業之客戶通訊點。

3.2 Scope of the Development Support Services

開發支援服務範圍

SAP offers the following Development Support Services for the Features delivered under the respective Development Services:

SAP 依據個別開發服務所交付之功能，提供下列開發支援服務：

3.2.1 Message Handling (“Message Handling”)

訊息處理 (「訊息處理」)

When Customer reports malfunctions, SAP supports Customer by providing information on how to remedy, avoid or bypass such malfunctions. The main channel for such support will be the support infrastructure provided by SAP. Customer may send a support message at any time. Persons involved in the support message solving process can access the status of the support message at any time.

當客戶回報故障情形時，SAP 得提出補救、防止或避免該故障的方法，為客戶提供支援。該等支援的主要管道應為 SAP 提供的支援基礎架構。客戶得隨時傳送支援訊息。所有參與解決程序支援訊息的人員，均可隨時存取該支援訊息的狀態。

SAP will provide:

SAP 應提供：

1. Support Message Handling for problems related to the Features.
針對功能相關問題支援訊息處理作業。
2. Coding corrections or patches (such as an altered program not reproducing the referenced malfunction), workaround solutions, or action plans.
編碼更正或修補程式 (例如：不會重現相關故障的更改程式)，或因應措施解決方案或行動計畫。
3. In case the Features have not been developed on Customer's system, SAP may provide support packages for the Features (correction packages to reduce the effort of implementing single corrections or changes to existing functionality).
若尚未在客戶系統上開發功能，SAP 得提供該功能之支援套件 (可減少對現有功能實行單一更正或變更所需心力的更正套件)。

3.2.2 Conflict Resolution Service for SAP Support Packages and SAP Support Stacks (“Conflict Resolution Service for SSP & SSS”)

SAP 支援套件及 SAP 支援堆疊之衝突解決服務 (下稱「SSP 與 SSS 之衝突解決服務」)

1. To allow ongoing compatibility of the Features with the Base Software, Customer may request SAP to: (i) investigate possible conflicts between the Features and subsequent SAP Support Packages and SAP Support Stacks that are made available for the Base Software, and (ii) to provide options and / or resolutions on how to rectify or avoid any compatibility conflicts identified by the Conflict Resolution Service for SSP & SSS.
若要使功能與基本軟體持續相容，客戶得要求 SAP 執行以下工作：(i) 針對功能以及基本軟體後續可用之 SAP 支援套件和 SAP 支援堆疊，調查其中是否存有潛在衝突；(ii) 針對如何修正或避免 SSP 與 SSS 之衝突解決服務所指明之相容性衝突，提供選項和 / 或解決方法。
2. To request such Conflict Resolution Service for SSP & SSS, Customer shall inform SAP in writing eight (8) weeks in advance. In case the Features have been developed on Customer's system, Customer shall apply, in advance of the Conflict Resolution Service for SSP & SSS, the respective SAP Support Package or SAP Support Stack on the non-Production System on which the Conflict Resolution Service for SSP & SSS is to be performed.
若要請求前開 SSP 與 SSS 之衝突解決服務，客戶應事先以書面方式在八 (8) 週前通知 SAP。若已在客戶系統上開發功能，客戶應在將執行 SSP 與 SSS 之衝突解決服務的非生產系統上，先套用個別 SAP 支援套件或 SAP 支援堆疊，再套用 SSP 與 SSS 之衝突解決服務。
3. For the avoidance of doubt, it is Customer's responsibility to properly upgrade the Base Software.
為免除疑義，客戶有責任將基本軟體進行適當升級。

3.2.3 Conflict Resolution Service for SAP Enhancement Packages (“Conflict Resolution Service for EhP”)

SAP 增強套件之衝突解決服務 (下稱「EhP 衝突解決服務」)

1. To allow ongoing compatibility of the Features with the Base Software, Customer may request SAP to: (i) investigate possible compatibility conflicts between the Features and subsequent SAP Enhancement Packages that are made available for the Base Software, and (ii) provide options and/or resolutions on how to rectify or avoid any compatibility conflicts identified by the Conflict Resolution Service for SAP

EhP.

若要使功能與基本軟體持續相容，客戶得要求 SAP 執行以下工作：(i) 針對功能以及基本軟體後續可用之 SAP 增強套件，調查其中是否存有潛在相容性衝突；(ii) 針對如何修正或避免 EhP 衝突解決服務所指明之相容性衝突，提供選項和 / 或解決方法。

2. To request such Conflict Resolution Service for SAP EhP, Customer shall inform SAP in writing twelve (12) weeks in advance. In case the Features have been developed on Customer's system, Customer shall apply, in advance of the Conflict Resolution Service for SAP EhP, the respective SAP Enhancement Package on the non-Production System on which Conflict Resolution Service for SAP EhP is to be performed.

若要請求前開 SAP EhP 衝突解決服務，客戶應事先以書面方式在十二 (12) 週前通知 SAP。若已在客戶系統上開發功能，客戶應在將執行 SAP EhP 衝突解決服務的非生產系統上，先套用個別 SAP 增強套件，再套用 SAP EhP 衝突解決服務。

3. Customer is entitled to receive the Conflict Resolution Service for SAP EhP beginning 6 months after the start of the Development Support Services.

自提供開發支援服務後 6 個月起，客戶有權獲得 SAP EhP 衝突解決服務。

4. For the avoidance of doubt, it is Customer's responsibility to properly upgrade the Base Software.

為免除疑義，客戶有責任將基本軟體進行適當升級。

3.2.4 Conflict Resolution Service for SAP Feature Packages and SAP Feature Package Stacks ("Conflict Resolution Service for SFP & SFPS")

SAP 功能套件及 SAP 功能套件堆疊之衝突解決服務 (下稱「SFP 與 SFPS 之衝突解決服務」)

1. To allow ongoing compatibility of the Features with the Base Software, Customer may request SAP to: (i) investigate possible compatibility conflicts between the Features and subsequent SAP Feature Packages and SAP Feature Package Stacks that are made available for the Base Software, and (ii) provide options and/or resolutions on how to rectify or avoid any compatibility conflicts identified by the Conflict Resolution Service for SFP & SFPS.

若要使功能與基本軟體持續相容，客戶得要求 SAP 執行以下工作：(i) 針對功能以及基本軟體後續可用之 SAP 功能套件和 SAP 功能套件堆疊，調查其中是否存有潛在相容性衝突；(ii) 針對如何修正或避免 SFP 與 SFPS 之衝突解決服務所指明之相容性衝突，提供選項和 / 或解決方法。

2. To request such Conflict Resolution Service for SFP & SFPS, Customer shall inform SAP in writing twelve (12) weeks in advance. In case the Features have been developed on Customer's system, Customer shall apply, in advance of the Conflict Resolution Service for SFP & SFPS, the respective SAP Feature Package and SAP Feature Package Stack on the non-Production System on which the Conflict Resolution Service for SFP & SFPS is to be performed.

若要請求前開 SFP 與 SFPS 之衝突解決服務，客戶應事先以書面方式在十二 (12) 週前通知 SAP。若已在客戶系統上開發功能，客戶應在將執行 SFP 與 SFPS 之衝突解決服務的非生產系統上，先套用個別 SAP 功能套件或 SAP 功能套件堆疊，再套用 SFP 與 SFPS 之衝突解決服務。

3. For the avoidance of doubt, it is Customer's responsibility to properly upgrade the Base Software.

為免除疑義，客戶有責任將基本軟體進行適當升級。

3.2.5 Conflict Resolution Service for SAP S/4HANA Release Upgrades

SAP S/4HANA 版本升級之衝突解決服務

1. To allow ongoing compatibility of the Features with the Base Software, Customer may request SAP to: (i) investigate possible compatibility conflicts between the Features and subsequent releases of SAP S/4HANA that are made available for the Base Software, and (ii) provide options and/or resolutions on how to rectify or avoid any compatibility conflicts identified by the Conflict Resolution Service for SAP S/4HANA Release Upgrades.

若要使功能與基本軟體持續相容，客戶得要求 SAP 執行以下工作：(i) 針對功能以及基本軟體後續可用之 SAP S/4HANA，調查其中是否存有潛在之相容性衝突；(ii) 針對如何修正或避免由 SAP S/4HANA 版本升級之衝突解決服務所指明之相容性衝突，提供選項和/或解決方法。

2. To request such Conflict Resolution Service for SAP S/4HANA Release Upgrades, Customer shall inform SAP in writing twelve (12) weeks in advance. In case the Features have been developed on Customer's system, Customer shall apply, in advance of the Conflict Resolution Service for SAP S/4HANA Release Upgrades, the respective release of SAP S/4HANA on the non-Production System on which Conflict Resolution Service for SAP S/4HANA Release Upgrades is to be performed.

若要請求前開 SAP S/4HANA 版本升級之衝突解決服務，客戶應事先以書面方式在十二 (12) 週前通知

SAP。若已在客戶系統上開發功能，客戶應在將執行 SAP S/4HANA 版本升級之衝突解決服務的非生產系統上，先套用 SAP S/4HANA 個別發行版本，再套用 SAP S/4HANA 版本升級之衝突解決服務。

3. Customer is entitled to receive the Conflict Resolution Service for SAP S/4HANA Release Upgrades beginning 6 months after the start of the Development Support Services.
自提供開發支援服務後 6 個月起，客戶有權獲得 SAP S/4HANA 版本升級之衝突解決服務。
4. For the avoidance of doubt, it is Customer's responsibility to properly upgrade the Base Software.
為免除疑義，客戶有責任將基本軟體進行適當升級。

3.2.6 Conflict Resolution Service for SAP Hybris Commerce Product Release Upgrades SAP Hybris Commerce 產品版本升級之衝突解決服務

1. To allow ongoing compatibility of the Features with the Base Software, Customer may request SAP to: (i) investigate possible conflicts between the Features and subsequent product releases of SAP Hybris Commerce that are made available for the Base Software, and (ii) to provide options and / or resolutions on how to rectify or avoid compatibility conflicts identified by the Conflict Resolution Service for SAP Hybris Commerce Product Release Upgrades.
若要使功能與基本軟體持續相容，客戶得要求 SAP 執行以下工作：(i) 針對功能以及基本軟體後續可用之 SAP Hybris Commerce，調查其中是否存有潛在衝突；(ii) 針對如何修正或避免由 SAP Hybris Commerce 產品版本升級之衝突解決服務所指明之相容性衝突，提供選項和/或解決方法。
2. To request such Conflict Resolution Service for SAP Hybris Commerce Product Release Upgrades, Customer shall inform SAP in writing eight (8) weeks in advance.
若要請求前開 SAP Hybris Commerce 產品版本升級之衝突解決服務，客戶應事先以書面方式在八 (8) 週前通知 SAP。
3. Customer shall provide an English-speaking project manager to act as Customer's point of contact for SAP.
客戶應提供具備英語溝通能力之專案經理，擔任客戶聯繫 SAP 的聯絡窗口。
4. In advance of the Conflict Resolution Service for SAP Hybris Commerce Product Release Upgrades, Customer shall ensure that the respective product release of SAP Hybris Commerce is applied on the non-Production System on which the Conflict Resolution Service for SAP Hybris Commerce Product Release Upgrades is to be performed.
客戶應在將執行 SAP Hybris Commerce 產品版本升級之衝突解決服務的非生產系統上，確保先套用 SAP Hybris Commerce 個別發行產品，再套用 SAP Hybris Commerce 產品版本升級之衝突解決服務。
5. For the avoidance of doubt, it is Customer's responsibility to properly upgrade the Base Software.
為免除疑義，客戶有責任將基本軟體進行適當升級。

3.2.7 Code Analysis ("Code Analysis") 程式碼分析 (下稱「程式碼分析」)

1. Customer is entitled to receive a Code Analysis session once per calendar year beginning twelve (12) months after the start of the Development Support Services. Prior to the Code Analysis session, SAP and Customer will agree upon the details, such as the timing, exact type and priorities of a Code Analysis based on the tasks listed below, as well as the cooperation duties of Customer.
自提供開發支援服務後十二 (12) 個月起，客戶有權於每個日曆年度獲得一次程式碼分析工作階段。開始程式碼分析工作階段前，SAP 及客戶應商定各項細節，例如：以下所列任務的時間、確切類型、程式碼分析優先順序，以及客戶之合作義務等。
2. The Code Analysis will be carried out on portions of the Source Code which are jointly agreed with Customer.
針對與客戶共同約定之原始程式碼部分，應執行程式碼分析。
3. During Code Analysis, SAP will perform the following tasks, if applicable:
程式碼分析期間內，SAP 應執行下列工作 (如適用)：
 - Static code checks using SAP tools provided by the corresponding development environment (e.g., SAP Code Inspector (SCI) checks for ABAP Source Code)
使用基於對應開發環境所提供之 SAP 工具，執行靜態程式碼檢查作業 (例如：適用於 ABAP 原始程式碼之 SAP 程式碼檢驗器 (SCI) 檢查)
 - Identification and Documentation of:
識別並記錄以下項目：

- ABAP code compatibility check for SAP HANA Database with SCI
使用 SCI 針對 SAP HANA 資料庫執行 ABAP 程式碼相容性檢查
- Message trends and respective analysis
訊息趨勢與個別分析
- List of enhancements (e.g. User Exits, BAdIs, Appends, Implicit and Explicit Enhancement Spots) listed by SAP Custom Code Analysis Applications tool for ABAP
SAP 自訂程式碼分析應用程式針對 ABAP 所列之增強項目清單 (例如：User Exit、BAdI、附加、隱性和顯性增強點)
- Obsolete ABAP constructs (e.g. listed by SCI)
作廢的 ABAP 建構 (例如：由 SCI 所列者)
- Adoptions of new frameworks (e.g. Business Rules Framework (BRF +))
採用新架構 (例如：業務規則架構 (BRF +))
- Potential to re-use existing standard Application Programming Interfaces (APIs).
可能會重新使用現有的標準應用程式開發介面 (API)。

4. At the end of a Code Analysis session, SAP will review the results with Customer. Any follow-up activities that go beyond the scope of the Development Support Services have to be agreed separately between the parties.

程式碼分析工作階段結束後，SAP 應與客戶一同檢閱結果。各方必須另行約定逾越開發支援服務範圍之所有後續活動。

5. SAP expressly states that all or part of the Code Analysis session may be delivered by a certified SAP partner acting as SAP's subcontractor. Customer agrees to provide appropriate resources, including but not limited to equipment, data, information, and appropriate and cooperative personnel, to facilitate the delivery of Code Analysis hereunder.

SAP 明確表示得由通過認證的 SAP 合作夥伴以 SAP 轉包商身分提供所有或部分程式碼分析工作階段。客戶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)，以協助交付本文之程式碼分析。

6. Such Code Analysis session needs to be used in any current calendar year and cannot be carried over into the following calendar year.

對上述程式碼分析工作階段之使用須限於當前日曆年度內，無法過渡至下一個日曆年度。

3.2.8 Features Improvement (“Features Improvement”)

功能改善 (下稱「功能改善」)

1. Features Improvement is designed to help Customer receiving Development Support Services to address improvements to the Features delivered by SAP in the respective Development Services. Customer has to submit a requirements document to SAP clearly outlining the requirement for a Features Improvement. Upon receipt of the request, SAP will begin to analyze the requirement and will within a reasonable period of time inform Customer if the Features Improvement can be executed taking into consideration the restrictions outlined below. In case the Features Improvement can be executed, SAP will provide a solution proposal including an effort estimate (hereinafter referred to as “Realization Proposal”) to adapt the Features. Customer shall inform SAP in writing within ten (10) working days about acceptance or rejection of the Realization Proposal. Upon Customer's acceptance of the Realization Proposal, SAP will realize the Features Improvement. After completion, SAP will inform Customer about its readiness and the total effort spent which will be deducted from the contingent as specified below for Features Improvement. A Features Improvement is deemed accepted upon its delivery.

功能改善旨在協助可取得開發支援服務的客戶，針對 SAP 在個別開發服務中所交付功能提出改善。客戶必須將需求文件提交給 SAP，敘明功能改善之需求。SAP 應在收到請求後開始分析需求，並應於合理期間內通知客戶可否於下述限制下執行功能改善作業。若可執行功能改善作業，SAP 應提供包括預估工作在內的解決方案建議書 (以下稱為「實行建議書」) 以調整功能。客戶應在十 (10) 個工作日內，以書面方式通知 SAP 同意或拒絕接受實行建議書。一旦客戶同意實行建議書，SAP 應即實行功能改善作業。作業完成後，SAP 應將功能改善作業之整備度與耗費之總工作量通知客戶，該工作量並應自後述功能改善部分中扣除。功能改善作業一經交付，即視為獲得同意。

2. Customer is entitled to order a maximum number of days for Features Improvement(s) per calendar year as specified in the respective Order Form. The maximum number of days is equivalent to 10 % of the annual fee of the Development Support Services, and may in no case exceed two hundred and fifty (250) days. The total number of days needs to be used in any current calendar year and cannot be carried

forward or backwards into the different calendar years, between different Order Forms for Development Support Services, or beyond the expiration of the Term (including any Renewal Terms) of Development Support Services. Unused days do not lead to any claims, particularly no reimbursement claims, on the side of the Customer. For the avoidance of doubt, if Development Support Services begin during a calendar year, the amount of days for Features Improvement will be calculated on a pro-rata basis for the given calendar year in effect.

客戶有權依個別訂購單所載規定訂購各日曆年度之功能改善天數上限。該天數上限等同於 10 % 的開發支援服務年費，但不得超過二百五十 (250) 天。前開總天數應於任何當前日曆年使用完畢，且不得向前或向後轉入其他日曆年，不同的開發支援服務訂購單，或於開發支援服務期間 (包含任何續約期間) 屆滿後使用。未用天數不能作為客戶提出任何索賠 (尤其是退款索賠) 的依據。為免除疑義，若開發支援服務於某一日曆年開始提供，則應就該生效日曆年，按比例計算功能改善的天數。

3. SAP shall agree with the Customer the timeframe for analyzing a request and presenting a Realization Proposal prior to commencing any activities. The Realization Proposal will include an indicative timeline for delivery of the Features Improvement which will take resource availability and existing delivery commitments into account. Once the Customer has accepted the Realization Proposal, SAP will start activities and realize the Features Improvement in a timely manner.

SAP 應與客戶協議分析請求以及於開始活動前提出實行建議書所需的時間範圍。實行建議書應包含功能改善交付之指示性時間表，其考量因素為資源可得性與既有交付承諾。一旦客戶接受實行建議書之內容，SAP 應立即開始活動並實行功能改善作業。

4. Customer understands the following restrictions and accepts that SAP may reject a request submitted by Customer if:

客戶瞭解下列限制，並接受 SAP 因下列情況而拒絕客戶提交之請求：

- (i) the request is not related to the delivered Features; or
該請求與交付之功能無關；或
- (ii) it cannot be realized due to technical or other limitations or constraints; or
由於技術或其他界限或限制而無法實行該請求；或
- (iii) it exceeds the remaining number of days for Features Improvement in the current calendar year; or
超過當前日曆年度中功能改善之剩餘天數；或
- (iv) it exceeds the reasonable delivery capacity of SAP's internal support team for the remaining period of time in the current calendar year.
超過 SAP 內部支援團隊在當前日曆年度之剩餘期間內得合理交付之能力範圍。

5. For the avoidance of doubt, for any request submitted by Customer that goes beyond the scope of Features Improvement as defined herein, SAP and Customer may negotiate a separate agreement. 為免除疑義，若客戶提交之請求超出本文定義之功能改善範圍，SAP 與客戶得另行協商簽訂協議。

3.2.9 Development Support Services Delivery Management

開發支援服務交付管理

SAP will nominate a Development Support Services Delivery Manager ("Delivery Manager"). The Development Support Services Delivery Manager will perform the following tasks:

SAP 應指定開發支援服務交付經理 (下稱「交付經理」) 開發支援服務交付經理將履行下列任務：

1. Serve as a single point of contact for Customer related to Development Support Services and plan Development Support Services activities.
針對開發支援服務相關事宜，負責擔任聯繫客戶的單一聯絡窗口，並計畫開發支援服務活動。
2. Set up and manage the Customer's message component and associated message queue(s).
設定與管理客戶之訊息元件以及相關訊息佇列。
3. Manage SAP's internal support team assigned to provide Development Support Services under the Order Form.
管理經指派負責根據訂購單提供開發支援服務之 SAP 內部支援團隊。
4. Provide periodic status on topics related to Development Support Services (e.g. report on Customer's support messages; provide status on Development Support Services).
定期提供開發支援服務相關主題之狀態 (例如：報告客戶的支援訊息；提供開發支援服務的狀態)。
5. Plan jointly with the Customer upcoming events (e.g. rollouts, go lives, etc.) that may impact the Features developed under the respective Development Services.
與客戶共同規劃可能會對個別開發服務所開發之功能造成影響的預期活動 (例如：發行、正式啟用等)。

6. Discuss the impact of future implementation strategy of the Customer's roadmap on the Features developed under the respective Development Services.
針對依據個別開發服務所開發之功能，討論相關客戶藍圖未來實施策略的影響。
7. Discuss with Customer how to address messages that cannot be categorized as a defect with respect to the Features developed under the respective Development Services.
針對依據個別開發服務所開發之功能，與客戶討論如何處理無法歸類為相關缺陷之訊息。

3.3 Support Backbone (“Support Backbone”) 支援基礎架構 (下稱「支援基礎架構」)

Support Backbone consists of the following:
支援基礎架構包括下列項目：

1. SAP Service Marketplace or the then current support infrastructure, which SAP makes available for its partners and customers.
SAP 為其合作夥伴與客戶提供之 SAP Service Marketplace 或最新支援基礎架構。
2. SAP Notes on the SAP Service Marketplace, which describe software malfunctions and contain the information on how to remedy, avoid and/or bypass such malfunctions. The SAP Service Marketplace also contains SAP Notes created by third parties that have not been released by SAP. Customer is responsible for reviewing all SAP Notes for plausibility before using them in any live operation or Production System.
SAP Service Marketplace 中的 SAP Notes 會說明軟體故障情形，並提供補救、防止和/或避免發生故障的方法。SAP Service Marketplace 亦包含由第三方所建立且尚未由 SAP 發行之 SAP Notes。客戶在將 SAP Notes 用於實際運作或生產系統前，應負責檢閱所有 SAP Notes 的可信度。
3. SAP Note Assistant is a tool to install specific corrections and improvements to certain SAP components.
SAP 註記助理係一套可將特定更正和改善功能安裝至特定 SAP 元件的工具。

4 PRECONDITIONS 先決條件

- 4.1 It is a prerequisite for the provision of the Development Support Services that a Base Support Agreement is in force for the Base Software and that Customer is current on its support fee payments under the Base Support Agreement.
提供開發支援服務之先決條件，在於基本支援合約對基本軟體具有效力，以及客戶目前依據基本支援合約支付支援費用。
- 4.2 In order to receive the Development Support Services as described herein, Customer shall fulfill the following requirements:
為取得本文所述之開發支援服務，客戶應滿足下列要件：
 1. Continue to pay all fees in accordance with the respective Development Support Services and Base Support Agreement.
依據個別開發支援服務與基本支援合約之規定，持續支付所有費用。
 2. Otherwise fulfill its obligations hereunder as well as those contained for Development Support Services in the respective Order Form, and those of the Base Support Agreement.
若未符合前開要件，則須履行本文規定之義務，以及個別訂購單中開發支援服務與基本支援合約所載之義務。
 3. Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for problem analysis as part of message handling. Customer shall grant such remote access without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Customer acknowledges that failure to grant full access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner.
依 SAP 定義之技術標準程序提供並維護遠端存取權，同時授予 SAP 所有必要權限，尤其是訊息處理的問題分析部分。客戶應全權授予是類遠端存取權限，對於處理支援訊息的 SAP 員工，不得限制其國籍或所在國家/地區。客戶瞭解，若其未授予完整的存取權限，則可能會延誤訊息處理及更正作業，或使 SAP 無法以有效方式提供協助。

4. Ensure that the necessary software components for the Development Support Services have been installed. For more details, see SAP Note 91488.
確認已安裝開發支援服務所需之軟體元件。如需詳細資訊，請參閱 SAP 註記 91488。
5. All support messages shall be transmitted to SAP, via the then current SAP support infrastructure made available to Customer by SAP from time to time, using the message-component as defined by SAP for the applicable Features. Customer will be notified of the message-component in writing upon acceptance of the Features. Customer's failure to assign a support message concerning the Features to the correct message-component may delay SAP's response to the support message.
應使用 SAP 針對適用功能所定義之訊息元件，透過其為客戶提供之 SAP 最新支援基礎架構，隨時將所有支援訊息傳輸至 SAP。客戶應於驗收功能後收到訊息元件之書面通知。若客戶未能將功能相關的支援訊息指派至正確的訊息元件，可能會導致 SAP 延遲回應支援訊息。
6. Support messages must be in English.
支援訊息必須以英文撰寫。
7. In the support message, Customer shall describe how the defect manifests and, in some cases, Customer may have to demonstrate the defect. Customer shall help SAP analyze the defect and shall support SAP in providing the Development Support Services. For these tasks, Customer shall deploy Customer's own employees if necessary.
客戶應在支援訊息中說明偵測資訊清單的方式，在部分情況下，客戶可能必須展示缺陷。客戶應協助 SAP 分析缺陷，並應支援 SAP 提供開發支援服務。關於這些任務，客戶應視需要部署自身員工。
8. Customer shall make available to SAP all documents concerning any alterations and enhancements made by or for the Customer (e.g. Modifications or Add-Ons) that may help in the analysis of the defect. Customer shall also keep suitable and up-to-date records of those alterations and enhancements, and give SAP access to them when necessary.
客戶所為或為客戶進行之任何更改和增強 (例如，修改或附加元件)，倘有助於協助分析缺陷，客戶應向 SAP 提供所有與其相關之文件。客戶同時亦須適當記錄該更改和增強，並保留最新的紀錄內容，以便於必要時供 SAP 存取。
9. Unless otherwise stated herein, and under the condition that an SAP Solution Manager Enterprise Edition is available to Customer under the Base Support Agreement, the SAP Solution Manager Enterprise Edition will be used for the delivery of all Development Support Services. Under Development Support Services, the right to use SAP Solution Manager Enterprise Edition is limited only to the Features, and it is subject to the pertinent terms and conditions of the Base Support Agreement. Therefore, Customer shall fulfill the following obligations:
除本文另有規定，並基於客戶依基本支援合約規定取得 SAP Solution Manager (企業版) 時之條件外，SAP Solution Manager (企業版) 應用於所有開發支援服務之交付。依據開發支援服務之規定，SAP Solution Manager (企業版) 之使用權利僅限於功能，並受到基本支援合約相關條款與條件之規範。因此，客戶應履行下列義務：
 1. Have installed, configured and be using productively an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, ABAP and the latest SAP Solution Manager Enterprise Edition support packages in accordance with the terms and conditions of the Base Support Agreement.
依基本支援合約之條款與條件，已安裝、設定並於正式作業中使用 SAP Solution Manager (企業版) 軟體系統，該軟體系統內含 Basis 的最新修補程式、ABAP 以及 SAP Solution Manager (企業版) 最新支援套件。
 2. Establish a connection between Customer's SAP Solution Manager Enterprise Edition and SAP, and a connection between the Features and Customer's SAP Solution Manager Enterprise Edition. Customer shall maintain the solution landscape in Customer's SAP Solution Manager Enterprise Edition for all Production Systems and systems connected to the Production Systems. Customer shall maintain the Base Software and the Features in Customer's SAP Solution Manager Enterprise Edition at least for the Production Systems. Customer shall document any implementation or upgrade projects in Customer's SAP Solution Manager Enterprise Edition.
建立客戶安裝之 SAP Solution Manager (企業版) 與 SAP 之間的連線，以及功能與客戶安裝之 SAP Solution Manager (企業版) 之間的連線。客戶應為所有生產系統及連線至生產系統的系統，維護其 SAP Solution Manager (企業版) 中的解決方案架構。客戶至少應為生產系統，維護其 SAP Solution Manager (企業版) 中的基本軟體和功能。客戶應記錄其 SAP Solution Manager (企業版) 中的任何建置或升級專案。

3. To fully enable and activate the SAP Solution Manager Enterprise Edition, Customer shall adhere to the applicable documentation.
為求完整啟用並啟動 SAP Solution Manager (企業版)，客戶應遵循適用文件內容。
10. In the event an SAP Solution Manager Enterprise Edition is not available to Customer under the Base Support Agreement, Customer shall provide SAP, without undue delay, written notice of each installation of the Features (i.e. at least type/model and serial number and location of each computer on which the Features are installed). Such notice is to be sent to the respective SAP contract department.
若未依基本支援合約向客戶提供 SAP Solution Manager (企業版)，則客戶應於每次安裝功能時以書面方式通知 SAP (亦即針對每部裝有功能之電腦，至少提供該電腦之類型/型號以及序號和位置)，不得當遲延。該等通知會傳送至個別 SAP 合約部門。
11. Customer undertakes to inform SAP, without undue delay, of any changes to Customer's installations on which the Features were installed and all other information relevant to the use of the Features.
若客戶對裝有功能之安裝電腦及功能之所有其他相關使用資訊有任何變更，客戶承諾立即通知 SAP，不得當遲延。
12. SAP shall be entitled to periodically monitor: (i) the correctness of the information provided by the Customer, and (ii) that Customer's use of the Solution Manager Enterprise Edition is in accordance with the rights, duties, and restrictions set out hereunder and in the respective Order Form.
SAP 應有權定期監控以下事項：(i) 客戶所提供資訊之正確性；(ii) 客戶對 Solution Manager (企業版) 之使用是否係依本文與個別訂購單所載之權利、責任與限制。

5 **TERM AND TERMINATION** **期限和終止**

- 5.1 Development Support Services begin with last acceptance of the Features delivered under the respective Development Services and will be provided until the end of the following calendar year ("Initial Term"). After the Initial Term, Development Support Services shall renew at the beginning of each calendar year for the subsequent one-year period (each a "Renewal Term").
開發支援服務自個別開發服務所交付功能之最後驗收時點開始，並至下一日曆年度結束為止 (以下稱「初始期間」)。初始期間結束後，開發支援服務應於每一日曆年度開始時續約一年 (每一期間均稱為「續約期間」)。
- 5.2 Development Support Services always extend to the full scope of the Features as delivered by SAP under the respective Development Services; Customer must always have the respective Development Services fully covered by the Development Support Services (especially all Features, all partial deliveries) or must terminate Development Support Services completely. Partial termination is not permitted.
當 SAP 依個別開發服務交付開發支援服務時，該開發支援服務一律延伸至完整範圍的功能；客戶應具有由開發支援服務完整涵蓋之個別開發服務 (尤其是所有功能、所有部分交付項目)，否則必須完全終止開發支援服務。不允許部分終止。
- 5.3 Development Support Services may be terminated by either party with three (3) months' written notice prior to the end of the Initial Term and of each Renewal Term. Notwithstanding the foregoing, SAP may especially terminate the Development Support Services after one (1) month's written notice to Customer of Customer's failure to pay Development Support Services fees due under the respective Order Form.
任一方得在初始期間與每一續約期間結束前三 (3) 個月內，以書面通知終止開發支援服務。縱有前開規定，SAP 仍得在客戶未能依個別訂購單支付開發支援服務費用後一 (1) 個月內，特以書面方式通知客戶終止開發支援服務。
- 5.4 Notwithstanding the foregoing, Development Support Services will end automatically on the same date as Mainstream Maintenance or Extended Maintenance (provided Customer has subscribed to Extended Maintenance) for the Base Software ends (as Mainstream Maintenance and Extended Maintenance are defined in SAP's Release Strategy Document at <https://support.sap.com/releasestrategy>).
縱有前述規定，開發支援服務應於基本軟體的主要維護或延伸維護 (若客戶已訂閱延伸維護) 結束日自動終止 (前開主要維護或延伸維護在下列網址的 SAP 發行策略文件中均有定義：<https://support.sap.com/releasestrategy>)。