SAP ACTIVEATTENTION SERVICES DESCRIPTION ("ASD")
SAP ACTIVEATTENTION 服务说明（以下简称"ASD"）

SAP ActiveAttention Services may provide professional expertise onsite and/or remotely to assist Licensee in ActiveAttention engagement planning, governance, analysis and identification of potential business improvement, and advisory on potential architecture transformation driving continuous business improvement within Licensee's lines of business and/or to assist Licensee in the handling of orchestration and operations of Licensee's SAP solution landscape, supporting transformation, implementation, upgrade, and operations projects.
SAP ActiveAttention 服务可现场和/或远程提供专业知识，协助被许可方计划、治理和分析 ActiveAttention 项目，发现潜在的业务改进机会并获得有关潜在架构转换的建议，推动持续改进被许可方业务线范围内的业务和/或协助被许可方协同和运维其 SAP 解决方案架构，为转型、实施、升级和运营项目提供支持。

The capitalized terms referred to and not defined herein will have the same meaning as they are defined in the Agreement.
本文中以粗体显示提及但未定义的术语应适用协议中对其赋予的含义。

1. Definitions.
定义。

1.1 "Calendar Quarter" means the three-month period ending on March 31, June 30, September 30 and December 31 respectively of any given calendar year.
"日历季度"是指任意指定日历年中分别结束于 3 月 31 日、6 月 30 日、9 月 30 日和 12 月 31 日的三个月期间。

1.2 "Local Office Time" means regular working hours (8:00 am to 6:00 pm) during regular working days, in accordance with the applicable public holidays observed by SAP's registered office. Solely with regard to the SAP Service Level Agreement defined herein, both parties can mutually agree upon a different registered office of one of SAP's affiliates to apply and serve as reference for the Local Office Time.
"当地办公时间"是指由 SAP 注册办公室按照适用的公共假期制定的正常工作日内的正常工作时间（上午 8 点到下午 6 点）。 仅就此处定义的 SAP 服务水平协议而言，双方可约定由一家 SAP 关联公司的另一注册办公室所使用的工作时间作为当地办公时间。

1.3 "Normal Business Hours" means an eight (8) hour period between 6:00 am and 8:00 pm, Monday thru Friday, unless otherwise agreed to in writing by the parties.
"正常工作时间"是指周一至周五上午 6 点至晚上 8 点之间的一段八（8）小时期间，除非双方另有书面约定。

1.4 "Production System" means a live SAP system used for running Licensee's internal business operations and where Licensee's data is recorded.
"生产系统"是指用于运行被许可方的内部经营活动及记录被许可方数据的活动 SAP 系统。

1.5 "Support Schedule" means the schedule to the License Agreement for SAP support (i.e. SAP Standard Support, SAP Enterprise Support or SAP Product Support for Large Enterprises) that is in force for the Software licensed under the License Agreement.
"支持协议"是指许可 SAP 支持服务（即：SAP Standard Support[标准支持]、SAP Enterprise Support[企业支持]或 SAP Product Support for Large Enterprises[大型企业产品支持]）的协议，该协议对许可协议下许可的软件具有效力。

1.6 "Top-Issue" means issues and/or failures identified and prioritized jointly by SAP and Licensee in accordance with SAP standards which (i) endanger Go-Live of a pre-production system or (ii) have a significant business impact on a Production System.
"首要问题"是指由 SAP 和被许可方根据 SAP 标准共同确认和优先考虑的问题和/或故障，这些问题和/或故障 (i) 危及预生产系统上线；或 (ii) 对生产系统具有重大业务影响。

2. SAP ActiveAttention Services. SAP delivers only the SAP ActiveAttention Services ("ActiveAttention Services") specified in an ActiveAttention Services Scope Document to an Order Form referencing this ASD. SAP ActiveAttention Services consist of the following components.
SAP ActiveAttention 服务。 SAP 只交付引用本 ASD 的订购单之 ActiveAttention 服务范围文档中指定的 SAP ActiveAttention 服务（以下简称"ActiveAttention 服务"）。 SAP ActiveAttention 服务包括以下几项服务。

2.1 **SAP Embedded Services**.
SAP 嵌入式服务。

2.1.1 SAP delivers SAP Embedded Services as an onsite team consisting of the SAP support resources ("Embedded Resources") identified in a ActiveAttention Services Scope Document to an Order Form performing the role described below. Such Embedded Resources shall be available at the Licensee location(s) specified in a ActiveAttention Services Scope Document to an Order Form during Normal Business Hours for the quota of days per period of time specified in a ActiveAttention Services Scope Document to an Order Form ("Period") per assigned Embedded Resource during the ActiveAttention Services Term specified in the ActiveAttention Services Scope Document to an Order Form ("Embedded Resources Quota"). The assignment of Embedded Resources will occur within six (6) weeks after execution of the Order Form. The Embedded Resources Quota does not include any vacation leave by the assigned Embedded Resources.
SAP 通过由履行下述角色的 SAP 支持资源（以下简称"嵌入式资源"）组成的现场团队提供 SAP 嵌入式服务，该等支持资源在订购单之 ActiveAttention 服务范围文档中予以确定。 此类嵌入式资源应在订购单之 ActiveAttention 服务范围文档指定的 ActiveAttention 服务期限内，为每个指派的嵌入式资源在订购单之 ActiveAttention 服务范围文档中指定的每个时间段（以下简称"期间"）分配的工作天数（以下简称"嵌入式资源配额"）的正常工作时间内，于订购单之 ActiveAttention 服务范围文档中指定的被许可方地点提供嵌入式服务。 嵌入式资源应在订购单签署后六（6）周内进行指派。 嵌入式资源配额不包括指派的嵌入式资源的任何休假。

2.1.2 The activities of the assigned Embedded Resource(s) will comprise one or any combination of the following areas to the extent applicable as mutually agreed to by the parties:
在双方共同约定的适用范围内，指派的嵌入式资源的活动应包含下列一个或多个活动：

SAP Foundation Technical Quality Manager Activities
SAP 基础技术质量经理的活动

- Understand Licensee's SAP Software solution, business processes.

了解被许可方的 SAP 软件解决方案、业务流程。

- Provide advice, guidance and assistance in the following areas:
  在以下领域提供建议、指导与协助：
  - Technical risk management/program management of complex Licensee Software implementation, upgrade and transformation projects
    被许可方复杂软件实施、升级与转型项目的技术风险管理/计划管理
  - SAP release & upgrade strategy that is aligned with Licensee's information technology (IT) strategy
    与被许可方信息技术（IT）战略一致的 SAP 版本与升级策略
  - Identification of areas for potential reduction in Licensee's total cost of operations; and potential for the optimization (i.e., continuous improvement) of Licensee's SAP Software
    发现有可能降低被许可方运营总成本的领域；以及被许可方的 SAP 软件的潜在优化机会（即持续改进）
- Provide transparency for focus area progress including status reporting of jointly agreed key performance indicators ("KPIs")
  实现重点领域进展的透明度，包括共同约定的关键绩效指标（以下简称"KPI"）的情况报告
- Develop and maintain mutually agreed Licensee-specific ActiveAttention Services engagement plans
  制定和维护双方约定的被许可方特定的 ActiveAttention 服务项目计划
- Facilitate the performance of the ActiveAttention Services engagement plan including the coordination of individual service deliveries and SAP resource staffing
  提升 ActiveAttention 服务项目计划的绩效，包括协调服务交付和 SAP 资源配备

SAP Technical Quality Manager ("TQM")
SAP 技术质量经理（以下简称"TQM"）

- Provide advice, guidance and assistance with agreed to focus areas:
  根据约定，针对以下领域提供建议、指导和协助：
  - SAP support requirements, Licensee support processes and use of SAP support tools (e.g. SAP Note Assistant, SAP Notes Search and SAP Solution Manager Enterprise Edition)
    SAP 支持要求、被许可方支持流程和使用 SAP 支持工具（如 SAP Note Assistant[注释助手]、SAP Notes Search[注释搜索]及 SAP Solution Manager（企业版）[解决方案管理器企业版]）
  - Integrated end-to-end application lifecycle management
    整合的端到端应用程序生命周期管理
  - Integration validation of complex Licensee solutions
    被许可方复杂解决方案的集成验证
  - Operate the SAP solution more efficiently
    更有效地运行 SAP 解决方案
  - Solution availability management, monitoring and performance
    解决方案可用性管理、监控和性能
  - Risk mitigation plan(s) for critical maintenance issues
    关键维护问题的风险减缓计划
  - Incident reduction and/or avoidance
    事件的减少和/或避免
- Track Licensee's implementation of SAP's recommendations and action plans resulting from the delivery of SAP Expert Services hereunder
  跟踪被许可方对 SAP 因交付本文件下的 SAP 专家服务而提出的建议和行动计划的实施情况
- Provide periodic status and risk reporting at Licensee's project management level
  向被许可方的项目管理层提供定期状态更新和风险报告
- Assist Licensee in coordinating, tracking and reporting SAP technical risk mitigation and Top-Issues
  协助被许可方协调、跟踪和汇报 SAP 技术风险规避计划和首要问题
- Manages quality gates for selected focus area projects
  管理选定的重点领域项目的质量检验关

2.1.3 All SAP Embedded Services will be coordinated with Licensee's Engagement Manager. Changes to the scope of the SAP Embedded Services may be made upon prior written mutual agreement of the parties hereto. Any such changes to the SAP Embedded Services will in all cases only relate to SAP Embedded Services and no other type of SAP services.

所有 SAP 嵌入式服务应与被许可方的项目经理进行协调。 在双方事先通过书面形式达成一致的情况下，可变更 SAP 嵌入式服务的范围。 在任何情况下，对 SAP 嵌入式服务的所有此类变更均应只涉及 SAP 嵌入式服务，而不涉及任何其他类型的 SAP 服务。

2.2 **SAP Expert Services**.
SAP 专家服务。

2.2.1 SAP may provide Innovation Services, Co-Design, Architecture Planning, Implementation Support, Cyber Security and Compliance, PaaS and DevOps, Safeguarding, End-to-End Operations, and/or Innovative Business Solutions Support services (collectively "SAP Expert Services") during Normal Business Hours (unless otherwise agreed to in writing by the parties in advance) as may be determined by SAP and Licensee in the agreed to ActiveAttention Services engagement plan, for the quota of SAP Expert Services days per Period during the ActiveAttention Services Term specified in the ActiveAttention Services Scope Document to an Order Form ("Expert Services Quota").

SAP 应在 SAP 和被许可方在约定的 ActiveAttention 服务项目计划中确定的正常工作时间内（除非双方事先另有书面约定），针对订购单之 ActiveAttention 服务范围文档所指定的 ActiveAttention 服务期限内的每个期间的 SAP 专家服务的天数配额（以下简称"专家服务配额"），提供创新服务、联合设计、架构计划、实施支持、网络安全和合规性、PaaS 和开发运营、保驾护航、端到端运营和/或创新业务解决方案支持服务（统称"SAP 专家服务"）。

2.2.2 Within the Expert Services Quota, Licensee will be entitled to choose any standard SAP Expert Service from SAP's then current portfolio of SAP Expert Services. A listing of SAP's current SAP Expert Services is available at www.sap.com/activeattention-service-list.

在专家服务配额内，被许可方有权从 SAP 届时提供的 SAP 专家服务产品组合中选择任何标准的 SAP 专家服务。 有关 SAP 当前的 SAP 专家服务的列表，请参见： www.sap.com/activeattention-service-list。

2.2.3 To schedule SAP Expert Services, Licensee shall contact the FTQM assigned or designated Embedded Resource. SAP requires a minimum lead-time of five (5) weeks for scheduling SAP Expert Service delivery requests. If reasonably possible for SAP, SAP Expert Services may also be scheduled based on short-term needs and according to arising project requirements. SAP will calculate the estimated days for a requested SAP

Expert Service based on Licensee's information and requirements. This estimate will include preparation and post processing activities. The days used for an SAP Expert Service will be deducted from the Expert Services Quota, where applicable. No time will be deducted from the Expert Services Quota for travel time. In the event the Licensee postpones or cancels any already requested SAP Expert Service less than three (3) weeks before the start date of the SAP Expert Service, SAP may deduct already rendered days from Licensee's Expert Services Quota.

若要安排 SAP 专家服务，被许可方应联系指派的 FTQM 或指定的嵌入式资源。 SAP 需要至少提前五（5）周的时间安排 SAP 专家服务的交付请求。 如对 SAP 来说合理可行，SAP 专家服务也可基于短期需求且依据产生的项目需求进行安排。 SAP 应根据被许可方的信息和要求来计算所请求的 SAP 专家服务的预估天数。 此预估天数应包括准备工作和后续处理活动的时间。 SAP 专家服务所用的天数应从专家服务配额（如适用）中扣减。 任何差旅时间均不得从专家服务配额中扣除。 如被许可方在 SAP 专家服务开始前不足三（3）周的时间推迟或取消任何已请求的 SAP 专家服务，SAP 可从被许可方的专家服务配额中扣除已提供的服务天数。

2.2.4 Licensee shall define a project team and make sure that the relevant contact people are available for the duration of the individual SAP Expert Service deliveries. Such Licensee project teams should be staffed with Licensee's IT Project Manager, concerned business process owners, system administrators, active users, and the persons who are responsible for the implementation of the respective core business processes. The agenda requires the participation of some or all of the Licensee project team. Prior to an SAP Expert Service delivery, the Engagement Managers will: (i) agree upon a more formal agenda for the SAP Expert Service; (ii) the required involvement of Licensee's project team members; and (iii) identify any prerequisite SAP Software for the performance of the SAP Expert Service.

被许可方应指定一个项目团队，并确保在各项 SAP 专家服务的交付过程中能够联系到相关的联系人。 此类被许可方项目团队应配有被许可方的 IT 项目经理、相关业务流程的负责人、系统管理员、活动用户以及实施相应核心业务流程的负责人。 制定项目日程安排时，需要被许可方项目团队部分成员或全部成员的参与。 在交付 SAP 专家服务之前，项目经理应：(i) 就 SAP 专家服务约定更正式的议程；(ii) 要求被许可方的项目团队成员参与；以及 (iii) 确定执行 SAP 专家服务所需的 SAP 软件。

2.2.5 The "Innovative Business Solutions Support" category of SAP Expert Services is only available for the Features (as defined in Exhibit 1) that are covered by IDP Support (described in Section 2.9 below) as a component of an ActiveAttention Services engagement in an ActiveAttention Services Scope Document to an Order Form.

SAP 专家服务的"创新业务解决方案支持"类别仅面向 IDP 支持（详情参见第 2.9 节）中涵盖的功能（如附件 1 中所述）提供，作为订购单所附带的 ActiveAttention 服务范围文档中的 ActiveAttention 服务互动的一部分。

2.3 **SAP Expertise on Demand.**

SAP 按需专业技术服务。

2.3.1 SAP Expertise on Demand ("EoD" or "EoD Services") is a remote service which provides SAP resources to fill Licensee's need for short to medium-term duration (up to a maximum of ten EoD days in duration) tasks. These tasks target technically complex or unusual issues that are typically beyond the experience of Licensee's staff such as: minor Modifications of SAP Software as defined in the applicable SAP license agreement; minor configuration changes of Licensee's SAP Software system; knowledge transfer on SAP Software and similar tasks. EoD Services do not include: (i) reaction on Licensee incidents as these are covered under the Support Schedule to the License Agreement; or (ii) Features developed by SAP Innovative Business Solutions. EoD Services will be provided during Normal Business Hours for the quota of EoD days per Period during the ActiveAttention Services Term specified in a ActiveAttention Services Scope Document to an Order Form ("EoD Quota").

SAP 按需专业技术服务（以下简称"EoD"或"EoD 服务"）是一项远程服务，该服务旨在提供 SAP 资源以满足被许可方的短期至中期（最多十（10）个 EoD 天数）任务需求。 这些任务用于解决由于技术上较为复杂，而超出了被许可方员工经验范围的问题或比较不常见的问题，例如：适用的 SAP 许可协议中所述的 SAP 软件的细微修改、被许可方的 SAP 软件系统的细微配置变更、有关 SAP 软件的知识传授以及相似任务。 EoD 服务不包括：(i) 响应被许可方的事件，因为此类内容已涵盖于许可协议的支持协议中；或 (ii) SAP Innovative Business Solutions[创新业务解决方案]部门开发的功能。 EoD 服务应在订购单之 ActiveAttention 服务范围文档中指定的 ActiveAttention 服务期限内的每个期间的 EoD 天数配额（"EoD 配额"）的正常工作时间内提供。

2.3.2 To engage EoD Services, Licensee will submit an EoD task request to SAP through Licensee's SAP Solution Manager Enterprise Edition system identifying the task and supporting information for the EoD Task for which Licensee is requesting SAP's assistance ("EoD Task"). SAP shall then analyze Licensee's EoD Task request. Licensee understands and accepts that SAP may reject an EoD Task submitted by Licensee if the request does not constitute an actual EoD Task in accordance with this Section 2.3 or if the EoD Task cannot be realized due to technical or legal implications. Where the EoD Task can be realized by SAP, SAP shall submit an action plan for completion of the EoD Task to Licensee. In the event Licensee accepts an action plan and wishes to have SAP commence work, SAP shall provide an estimated duration (in hours, subject to a minimum duration of four (4) hours to complete an accepted EoD Task) for such EoD Task effort. Upon Licensee's acceptance of the estimate, SAP shall commence work on completing the EoD Task in accordance with the action plan. The actual hours used to perform an accepted EoD Task will be deducted from the EoD Quota. EoD Services cannot be used to deliver SAP Expert Services listed in Section 2.2 above.

要使用 EoD 服务，被许可方应通过其 SAP Solution Manager（企业版）[解决方案管理器企业版]系统向 SAP 提交 EoD 任务请求，指明被许可方请求 SAP 协助的 EoD 任务的具体内容和支持信息（以下简称"EoD 任务"）。 SAP 随后应对被许可方的 EoD 任务请求进行分析。 被许可方理解并接受，如果其请求根据本节（第 2.3 节）的规定并未构成实际的 EoD 任务，或者 EoD 任务因技术或法律问题无法实现，则 SAP 可以拒绝被许可方提交的此类 EoD 任务。 若 SAP 能够实现 EoD 任务，则 SAP 应向被许可方提交完成 EoD 任务的行动计划。 如被许可方接受行动计划并希望 SAP 开始工作，则 SAP 应针对此类 EoD 任务工作提供一份预估工期（折算成小时，并且应符合完成所接受的 EoD 任务至少需要四（4）小时的规定）。 被许可方接受这份预估工期后，SAP 应立即根据行动计划着手完成该 EoD 任务。 完成所接受的 EoD 任务实际所用的小时数应从 EoD 配额中扣除。 EoD 服务不得用于提供上述第 2.2 节中所列的 SAP 专家服务。

2.3.3 SAP shall use commercially reasonable efforts to fulfill EoD Task requests submitted by Licensee, however, SAP does not guarantee that it can or will fulfill every EoD Task request submitted by Licensee and SAP will have no liability in the event it cannot or does not fulfill such EoD Task request. SAP shall notify Licensee in the event it cannot fulfill an EoD Task request. In the event SAP commences work on an EoD Task and subsequently determines that it cannot or will not fulfill such EoD Task, SAP shall provide Licensee with a written explanation of the reasons for such action.

SAP 应采取商业上合理的措施履行被许可方提交的 EoD 任务请求，但 SAP 并不保证能够或将要履行被许可方提交的每项 EoD 任务请求，且 SAP 对其无法履行或没有履行此类 EoD 任务请求不负任何责任。 若 SAP 不能履行 EoD 任务请求，则应通知被许可方。 如 SAP 开始处理 EoD 任务但随后确定其无法或不能履行该 EoD 任务，SAP 应向被许可方提供此行动的书面原因解释。

2.4 **SAP On-Call Duty Services.**

SAP 随时候召服务。

2.4.1 SAP On-Call Duty Services offer Licensee remote access to a contact person within SAP's support organization to support Licensee with critical business processes, upon request. Such SAP On-Call Duty Services contact will be available for the quota of SAP On-Call Duty Services

sessions per Period during the ActiveAttention Services Term specified in the ActiveAttention Services Scope Document to an Order Form ("On-Call Duty Quota").

SAP 随时候召服务支持被许可方远程联系 SAP 支持组织内的联系人，应请求为被许可方的关键业务流程提供支持。 此类 SAP 随时候召服务联系人应在订购单之 ActiveAttention 服务范围文档中指定的 ActiveAttention 服务期限内的每个期间的 SAP 随时候召期间配额内（以下简称"随时候召配额"）提供。

2.4.2 An SAP On-Call-Duty Services session is:

一个 SAP 随时候召服务期间是指：

- either Monday to Sunday starting 08:00 and ending 20:00 the same day in Licensee's local time zone
  被许可方当地时区周一至周日，早上 8 点开始，同一天晚上 8 点结束
- or Monday to Sunday starting 20:00 and ending 08:00 the following day in Licensee's local time zone
  或者，被许可方当地时区周一至周日，晚上 8 点开始，第二天早上 8 点结束

2.4.3 To schedule SAP On-Call Duty Services Licensee shall make a request in writing to the TQM or the designated Embedded Resource. The scheduling of SAP On-Call Duty Services is subject to five (5) weeks advance notice.

要安排 SAP 随时候召服务，被许可方应向 TQM 或指派的嵌入式资源提出书面请求。 SAP 随时候召服务的时间安排应提前五（5）周通知。

2.5 **SAP Service Level Agreement.**

SAP 服务水平协议。

2.5.1 SAP Service Level Agreement is available as a component of an SAP ActiveAttention Services engagement to licensees who are subscribing to SAP's Product Support for Large Enterprises ("PSLE") Support Schedule. Licensees under contract with SAP for SAP Enterprise Support will receive SLA in accordance with those terms.

SAP 服务水平协议作为 SAP ActiveAttention 服务项目的组成部分，向租用了 SAP Product Support for Large Enterprises[大型企业产品支持]（以下简称"PSLE"）支持协议的被许可方提供。 依据合同条款，与 SAP 签订了 SAP Enterprise Support[企业支持]合同的被许可方会收到服务水平协议。

The following Service Level Agreement ("SLA" or "SLAs") commitments shall apply to all Licensee incidents that SAP accepts as being Priority 1 or 2, and which fulfill the prerequisites specified herein, for Licensee installations and system id ("SIDs") combinations specified in the ActiveAttention Services Scope Document to an Order Form. Such SLAs shall commence in the first full Calendar Quarter following execution of the Order Form.

对于订购单之 ActiveAttention 服务范围文档中指定的被许可方安装和系统 ID（以下简称"SID"）组合，以下服务水平协议（以下简称"SLA"）承诺对 SAP 接受为第一或第二优先级且符合此处指定的前提条件的所有被许可方事件适用。 此类 SLA 将于订购单签署后的第一个完整日历季度启动。

2.5.2 SLA for Initial Response Times:

初始响应时间的 SLA：

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

第一优先级事件（"非常高"）。 SAP 应在收到（24X7 全天候）此类第一优先级事件的一（1）小时内对其作出响应。 第一优先事件是指在问题对正常业务事务产生非常严重的后果，且无法执行紧急关键业务工作时发出的事件。 这一般是由以下情况引起的：系统完全中断、中央 SAP 功能发生故障，或首要问题，并且在每种情形下，均未找到应急措施。

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

第二优先级事件（"高"）。 SAP 应在当地办公时间收到此类第二优先级事件的四（4）小时内对其作出响应。 第二优先级事件是指正常业务事务受到严重影响，且无法执行必要任务时所发出的事件。 这是由执行此类事务和/或任务所需的功能出现异常或无法运行导致的。

c. For further information on assigning priority levels see SAP Note 67739 available in the SAP Notes Database on SAP's Customer Support website at http://support.sap.com/notes.

如欲了解优先级分配的更多信息，请参阅 SAP 客户支持网站上的 SAP Notes 数据库中提供的 SAP 注释 67739，网址为 http://support.sap.com/notes。

2.5.3 SLA for Corrective Action Response Time for Priority 1 Incidents: SAP shall provide a solution, work around or action plan for resolution ("Corrective Action") of Licensee's Priority 1 incident within four (4) hours of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 incidents. In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible SAP resources; (iii) required Licensee actions to support the resolution process; (iv) to the extent possible, planned dates for SAP's actions; and (v) date and time for next status update from SAP. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The SLA for Corrective Action only refers to that part of the processing time when the incident is being processed at SAP ("Processing Time"). Processing Time does not include the time when the incident is on status "Customer Action" or "SAP Proposed Solution", whereas (a) the status Customer Action means the incident was handed over to Licensee; and (b) the status SAP Proposed Solution means SAP has provided a Corrective Action as outlined herein. The SLA for Corrective Action shall be deemed met if within four (4) hours of processing time: SAP proposes a solution (status "SAP Proposed Solution"), a workaround or an action plan; or if Licensee agrees to reduce the priority level of the incident.

第一优先级事件的纠正措施响应时间的 SLA：SAP 应在收到（24X7 全天候）被许可方的第一优先级事件后的四（4）小时内，提供用于解决该事件的解决方案、应急措施或行动计划（"纠正措施"）。 如将行动计划作为纠正措施提交给被许可方，则此类行动计划应包括：(i) 解决流程的状态；(ii) 后续行动计划，包括确定 SAP 的负责人；(iii) 被许可方为支持问题解决所需采取的行动；(iv) 在可能的范围内，SAP 执行行动的日期安排；(v) SAP 执行后续状态更新的日期和时间。 后续状态更新应包括以下内容的汇总：目前为止所采取的措施、计划执行的后续措施、以及后续状态更新的日期和时间。 针对纠正措施的 SLA 仅指事件在 SAP 接受处理时的处理时间（简称"处理时间"）。 处理时间不包括事件处于"客户行动"或"SAP 提议解决方案"状态的时间，此处 (a)"客户行动"状态是指已将事件移交给被许可方；和 (b)"SAP 提议解决方案"状态是指 SAP 已依据本协议规定提供纠正措施。 如 SAP 在四（4）小时处理时间内提出解决方案（状态为"SAP 提议解决方案"）、应急方案或行动计划，或被许可方同意降低事件的优先等级，则应视为已符合纠正措施的 SLA。

2.5.4 Prerequisites and Exclusions.

前提条件和排除情况。

a. Prerequisites. The SLAs shall only apply when the following prerequisites are met for all incidents: (i) in all cases except for Root Cause Analysis for Custom Code under Section 2.6 below, incidents are related to releases of SAP Software which are classified by SAP with the shipment status "unrestricted shipment"; (ii) incidents are submitted by Licensee in English via the SAP Solution Manager Enterprise Edition system in accordance with SAP's then current incident processing log-in procedure which contain the relevant details necessary (as specified in SAP Note 16018 or any future SAP Note which replaces SAP Note 16018) for SAP to take action on the reported incident; (iii) incidents are related to a product release of SAP Software which falls into Mainstream Maintenance or Extended Maintenance. For Priority 1 incidents, the following prerequisites must be fulfilled by Licensee: (a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue; (b) Licensee makes available for communications with SAP, twenty four (24) hours a day, seven (7) days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 incident consistent with Licensee's obligations hereunder; and (c) a Licensee contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

前提条件。 仅在所有事件满足以下前提条件的情况下方能适用 SLA：(i) 在除以下第 2.6 节的"自定义代码根本原因分析"以外的所有情况下，事件与 SAP 分类为"无限制发售"状态的 SAP 软件的版本有关；(ii) 事件由被许可方按照 SAP 届时的事件处理登记程序，通过 SAP Solution Manager（企业版）[解决方案管理器企业版]系统以英文形式提交，且事件中包含 SAP 针对报告的事件采取行动所必需的相关详细信息（详见 SAP 注释 16018 或之后任何取代 SAP 注释 16018 的其他 SAP 注释）；(iii) 事件与处于主流维护或扩展维护阶段的 SAP 软件的产品版本有关。 对于第一优先级事件，被许可方必须满足以下前提条件：(a) 充分说明相关问题及其业务影响，以便 SAP 对问题进行评估；(b) 被许可方派遣一名精通英语的联系人与 SAP 进行 24x7 的全天候沟通，该联系人需接受过足够的培训、具备充足的知识，可依据本协议下规定的被许可方义务协助处理第一优先级事件；以及 (c) 被许可方派遣联系人与系统建立远程连接，并向 SAP 提供必需的登录数据。

b. Exclusions. The following types of Priority 1 incidents are excluded from the SLAs: (i) incidents regarding a release, version and/or functionalities of software developed specifically for Licensee (including without limitation those developed by SAP Innovative Business Solutions and/or by SAP subsidiaries) except for custom code built with the SAP development workbench; (ii) incidents regarding country versions that are realized as partner add-ons, enhancements, or modifications are expressly excluded even if these country versions were created by SAP or an affiliate of SAP; and (iii) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request.

排除情况。 以下各类第一优先级事件排除在 SLA 之外：(i) 与专门为被许可方开发的软件（包括但不限于由 SAP Innovative Business Solutions[创新业务解决方案]部门和/或 SAP 关联公司开发的软件）的版本和/或功能有关的事件，通过 SAP 开发工作台构建的自定义代码除外；(ii) 与作为合作伙伴扩展组件、增强功能或修改功能实现的国家/地区版本有关的事件明确排除在外，即使这些国家/地区版本是由 SAP 或 SAP 关联企业创建而成；(iii) 事件的根本原因不是故障问题，而是功能缺失（"开发请求"），或者事件被归类为咨询请求。

2.5.5 Service Level Credit.

服务水平抵免。

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

如在一个日历季度内，SAP 在指定的时间框架内对所有 SLA 全部案例的百分之九十五（95%）作出响应，即可视为已经履行了上述 SLA 规定的义务。 当被许可方依据上述 SLA，在 ActiveAttention 服务期限内的任意日历季度中提交的事件量不足二十（20）条（所有 SLA 的汇总结果）时，被许可方同意，如 SAP 在相应日历季度内超出指定 SLA 时间框架的事件不多于一条，则可视为 SAP 已经履行了上述 SLA 规定的义务。

2.5.5.2 Subject to Section 2.5.5.1 above, in the event that the timeframes for the SLA's are not met (each a "SLA Failure"), the following rules and procedures shall apply: (i) Licensee shall inform SAP in writing of any alleged SLA Failure; (ii) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Licensee's claim; (iii) Licensee shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the PSLAs; (iv) subject to this Section 2.5.5, if based on the report, an SLA Failure is proved, SAP shall apply a Service Level Credit ("SLC") to Licensee's next ActiveAttention Service Fee invoice equal to one quarter percent (0.25%) of Licensee's ActiveAttention Service Fee for the applicable Calendar Quarter for each SLA Failure reported and proved, subject to a maximum SLC cap per Calendar Quarter of five percent (5%) of Licensee's ActiveAttention Service Fee for such Calendar Quarter. Licensee bears the responsibility of notifying SAP of any SLCs within one (1) month after the end of a Calendar Quarter in which an SLA Failure occurs. No penalties will be paid unless notice of Licensee's well-founded claim for SLC(s) is received by SAP in writing. The SLC stated in this Section 2.5.5 is Licensee's sole and exclusive remedy with respect to any alleged or actual SLA Failure.

依照前述第 2.5.5.1 节的规定，如超出 SLA 的时间框架（超出一次即"SLA 违约"一次），则以下规则和程序应予以适用：(i) 被许可方将书面通知 SAP 所有其宣称的 SLA 违约；(ii) SAP 将对任何此类索赔展开调查，并提供书面报告以证实或反驳被许可方索赔的合理性；(iii) 被许可方应对 SAP 提供合理的帮助，以便解决问题或纠正流程，使 SAP 能够遵循 SLA 的规定；(iv) 本节（第 2.5.5 节)规定，如报告证实属于 SLA 违约，则 SAP 将对被许可方的下一张 ActiveAttention 服务费用发票应用服务水平抵免（"SLC"），该费用相当于被许可方 ActiveAttention 费用的百分之零点二五（0.25%）（针对适用日历季度每次经报告且证实的 SLA 违约），且受每日历季度的 SLC 最大值，即被许可方在该日历季度内的 ActiveAttention 服务费用的百分之五（5%）的约束。 被许可方负责在发生 SLA 违约的日历季度结束后的一（1）个月内通知 SAP 任何 SLC。 除非 SAP 收到被许可方理由充分的 SLC 索赔书面通知，否则不会提供任何赔偿。 本节（第 2.5.5 节）所述的 SLC 是被许可方对任何宣称的或实际的 SLA 违约所能取得的唯一且专有的补偿。

2.6 **SAP Root Cause Analysis for Custom Code.**

SAP 自定义代码根本原因分析。

2.6.1 For Licensee custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis and may provide guidance for incident resolution, according to the SLA's stated in Sections 2.5.2 and 2.5.3 applicable for Priority 1 and Priority 2 incidents related to the Licensee installations and SID combinations listed in a ActiveAttention Services Scope Document to an Order Form that are submitted by Licensee in accordance with Section 2.5.4(a) above. In addition to the prerequisites for the SLA's stated in Section 2.5.4(a) above, in order to receive SAP's Root Cause Analysis for Custom Code service Licensee's custom code must be documented according to SAP's then-current standards (for details see http://support.sap.com/supportstandards) in Licensee's SAP Solution Manager Enterprise Edition system. Notwithstanding anything else stated herein to the contrary, SAP shall be deemed to have met the SLA for Corrective Action stated above for Priority 1 incidents related to Licensee custom code by identifying possible root causes for the incident and/or failure of Licensee's custom code. SAP's Root Cause Analysis for Custom Code does not include providing corrections; work arounds; or incident resolution for Licensee's custom

code regardless of who created Licensee's custom code. Corrections or incident resolution for Features may be provided by SAP Innovative Business Solutions under a separate agreement.

根据 SLA 第 2.5.2 和 2.5.3 节所述适用于由被许可方依据前述第 2.5.4(a)节提交的、与订购单之 ActiveAttention 服务范围文档中所列的被许可方安装和 SID 组合有关的第一和第二优先级的事件，SAP 为 SAP 开发工作台构建的被许可方自定义代码提供关键任务支持根本原因分析，可能还提供相应指导以帮助被许可方解决事件。 除前述第 2.5.4(a)节中规定的适用 SLA 的前提条件外，若要获得 SAP 自定义代码根本原因分析服务，被许可方的自定义代码必须在被许可方的 SAP Solution Manager（企业版）[解决方案管理器企业版]系统中根据 SAP 届时的标准（详情参见 http://support.sap.com/supportstandards）予以记载。 即使本文件中有任何相反规定，但如果 SAP 确定了可能导致被许可方自定义代码出现事故和/或故障的根本原因，则应视为 SAP 在处理被许可方自定义代码相关的第一优先级事件时已经履行了上述“纠正措施的 SLA”中规定的义务。 SAP 自定义代码根本原因分析不包括提供适用于被许可方自定义代码的纠正措施、应急措施或事件解决方案，无论被许可方的自定义代码由谁创建。SAP Innovative Business Solutions[创新业务解决方案]部门可依据单独协议提供适用于功能的纠正措施或事件解决方案。

2.7 **SAP Product Engineer on Demand Services.**

SAP 产品工程师按需服务。

2.7.1 SAP Product Engineer on Demand Services ("PED Services") is a remote service, unless otherwise agreed, which provides access to an SAP support engineer ("Product Engineer") for advice in, but not limited to, the following areas: (i) analysis of incidents or issues; (ii) issue resolution/workarounds; (iii) best practices; (iv) software design. PED Services are provided solely for the Production System application components and corresponding Licensee installations specified in an ActiveAttention Services Scope Document to an Order Form.

SAP 产品工程师按需服务（以下简称“PED 服务”）是一项远程服务，旨在提供 SAP 支持工程师（以下简称“产品工程师”）来为包括但不限于以下方面提供建议（另有约定的除外）：(i) 事件或问题分析；(ii) 问题解决方案/应急方案；(iii) 最佳实践；(iv) 软件设计。 PED 服务仅针对订购单之 ActiveAttention 服务范围文档中指定的生产系统应用程序组件及相应的被许可方安装提供。

2.7.2 Licensee shall initiate PED Services by submitting incidents, in English, via the SAP Solution Manager Enterprise Edition in accordance with SAP's then current incident processing log in procedure containing the relevant details and then contacting the Product Engineer and providing the applicable incident number in which the Product Engineer should take action. PED Services will only apply to: (i) incidents related to the application components specified in the ActiveAttention Services Scope Document to an Order Form, which are classified by SAP with the shipment status "unrestricted shipment"; and (ii) incidents related to application component releases which fall into Mainstream Maintenance and/or Extended Maintenance.

被许可方应根据 SAP 届时的事件处理提交程序，通过 SAP Solution Manager（企业版）[解决方案管理器企业版]以英文形式提交包含相关详细内容的事件，然后与产品工程师联系并提供产品工程师应采取行动的相应事件编号，以发起 PED 服务。 PED 服务应仅适用于 (i) 与订购单之 ActiveAttention 服务范围文档中指定的应用程序组件相关的事件，其交付状态被 SAP 界定为“无限制发售”；以及 (ii) 与处于主流维护和/或扩展维护阶段的应用程序组件版本相关的事件。

2.7.3 PED Services do not include implementation services or delivery of remote services available under a Support Schedule. In addition, PED Services do not apply to: i) incidents regarding a release, version and/or functionalities of the Production System application components developed specifically for Licensee (including, without limitation, those developed by SAP Innovative Business Solutions and/or by SAP subsidiaries); ii) country versions that are not part of the Production System application components and instead are realized by partner add-ons, enhancements, or modifications are expressly excluded even if these country versions were created by SAP or an affiliate of SAP; (iii) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request.

PED 服务不包含依据支持协议提供的实施服务或远程服务交付。 此外，PED 服务不适用于：(i) 与专门为被许可方开发的生产系统应用程序组件（包括但不限于 SAP Innovative Business Solutions[创新业务解决方案]部门和/或 SAP 子公司开发的组件）的版本和/或功能有关的事件；(ii) 与不作为生产系统应用程序组件的组成部分，而作为合作伙伴扩展组件、增强功能或修改功能实现的国家/地区版本有关的事件明确排除在外，即使这些国家/地区版本是由 SAP 或 SAP 关联企业创建而成；(iii) 事件的根本原因不是故障问题，而是功能缺失（“开发请求”），或者事件被归类为咨询请求。

2.7.4 SAP will assign one (1) Product Engineer for each Production System application component and installation combination specified in a ActiveAttention Services Scope Document to an Order Form within four (4) weeks of the PED Services Start Date. Such Product Engineer(s) will be available for an eight (8) hour period between 8:00 am to 6:00 pm during regular working days, in accordance with the applicable public holidays observed by the SAP registered office associated with the installation covered under PED Services ("PED Office Time").

SAP 将在从 PED 服务开始日期算起的四（4）周内为订购单之 ActiveAttention 服务范围文档中指定的各个生产系统应用程序组件和安装组合指派一（1）名产品工程师。 根据与 PED 服务范围内的安装有关的 SAP 注册办公室所遵守的相关公共假日的规定，在该产品工程师正常工作日的上午 8 点到下午 6 点的八（8）小时期间内可随时与之联系（以下简称“PED 办公时间”）。

2.7.5 Licensee may designate qualified English speaking contacts (up to the number of contacts specified in a ActiveAttention Services Scope Document to an Order Form) within its SAP Customer Center of Expertise ("License PED Contact(s)") per Productive System application component and installation number combination specified in a ActiveAttention Services Scope Document to an Order Form and shall provide contact details (in particular e-mail address and telephone number) by means of which the Licensee PED Contact Person (or the authorized representative of the Licensee PED Contact) can be contacted at any time. Licensees PED Contact(s) will be Licensee's authorized representative(s) empowered to make necessary decisions for Licensee or bring about such decision without undue delay. PED Services will be delivered exclusively to the assigned Licensee PED Contact(s).

被许可方可按订购单之 ActiveAttention 服务范围文档中指定的每个生产系统应用程序组件和安装编号组合，从其 Customer Center of Expertise[客户专家中心]中指派精通英语的合格联系人（最多为订购单之 ActiveAttention 服务范围文档中指定的联系人人数）（以下简称“被许可方 PED 联系人”），并提供详细联系信息（尤其是电子邮件地址和电话号码），确保随时都能联系到被许可方 PED 联系人（或其授权代表）。 被许可方 PED 联系人应为被许可方的授权代表，有权代表被许可方制定必要决策或避免此类决策受到不当延误。 PED 服务应仅向指派的被许可方 PED 联系人提供。

2.7.6 As preparation for delivery of PED Services, Licensee's PED Contact and the assigned Product Engineer(s) shall jointly perform one mandatory set-up service for the covered Production System application component and installation combinations. This set-up service will be based upon SAP standards and documentation.

作为交付 PED 服务的准备工作，被许可方 PED 联系人和指派的产品工程师应共同为涵盖的生产系统应用程序组件和安装组合执行必要的设置服务。 此设置服务应基于 SAP 标准和文档。

2.8 **SAP Accelerated Incident Management - Basic ("AIM – Basic") Services.**

SAP 加速事件管理 — 基础（以下简称“AIM 基础”）服务。

2.8.1 SAP will provide access to an English speaking named contact within SAP's support organization ("SAP Incident Manager"), between 8:30 am to 5:30 pm local time, Monday through Friday, unless otherwise agreed to in writing by the parties, to support Licensee in optimizing processing

Priority 1 and Priority 2 incidents as defined in the applicable SAP Support Agreement. The assignment of the SAP Incident Manager will occur within six (6) weeks after execution of the Order Form.

SAP 在 SAP 支持部门内指定一名说英语的联系人（以下简称“SAP 事件经理”），在当地周一至周五上午 8 点半到下午 5 点半之间（除非双方另有书面约定），为被许可方提供支持服务，根据适用的 SAP 支持协议中的规定，优化对第一优先级事件和第二优先级事件的处理。 SAP 事件经理应在订购单签署后六（6）周内进行指派。

2.8.2 The SAP Incident Manager provides: (i) incident activity and status monitoring for Priority 1 and Priority 2 incidents; (ii) trend reporting of Licensee's incident situation on all incident priorities of selected systems; (iii) incident management process empowerment session(s); and (iv) periodic remote meetings with Licensee to review the status of Licensee incidents.

SAP 事件经理提供：(i) 针对第一优先级和第二优先级事件的事件活动和状态监控；(ii) 针对所选系统的所有优先级的事件，提供被许可方事件状态的趋势报告；(iii) 事件管理流程授权会议；以及 (iv) 与被许可方定期召开远程会议，以查看被许可方事件的状态。

2.8.3 In addition, SAP will make available a critical situation manager within SAP's support organization to remotely coordinate and/or assist a Licensee designated management contact ("Licensee Contact") with Priority 1 incidents. Assignment of a critical situation manager will occur approximately one (1) hour following Licensee's request documented in a Priority 1 incident. The assigned critical situation manager will be available to Licensee's Contact and will remain engaged until the earliest of the following: (i) resolution or workaround of the Priority 1 incident; (ii) reduction of the incident priority level to a priority level other than Priority 1; or (iii) agreement of the parties to disengage the assigned SAP individual.

此外，SAP 还会在 SAP 支持部门内安排一名应急经理，远程协调和/或协助被许可方指定的管理联系人（以下简称“被许可方联系人”）处理第一优先级事件。 应急经理的指派应在第一优先级事件中存档被许可方请求后大约一（1）个小时后进行。 指派的应急经理将与被许可方的联系人联系，直到发生以下情况之一（以最早发生者为准）：(i) 解决了第一优先级事件或实施应急方案；(ii) 将事件优先级降至第一优先级以外的级别；或 (iii) 双方约定解除指派的 SAP 人员。

2.8.4 AIM – Basic Services will be provided solely for the select productive Licensee installation and system id (SID) combinations and/or SAP Cloud Service and installation combinations specified in the SAP ActiveAttention Services Scope Document to an Order Form. All productive SID's under the same Licensee installation must be included in the Licensee installations and SID combinations covered by AIM – Basic Services hereunder. Licensee may select AIM – Basic Services for those SAP Cloud Services identified in SAP Note 2649568.

AIM 基础服务仅针对订购单随附的 SAP ActiveAttention 服务范围文档中所述的被许可方生产性安装和系统 ID（“SID”）组合和/或 SAP 云服务和安装组合。 被许可方同一安装下的全部生产性 SID 均须包含于本文 AIM 基础服务所涵盖的被许可方安装和 SID 组合范围之内。 被许可方可针对 SAP 注释 2649568 中所述的 SAP 云服务选择 AIM 基础服务。

2.8.5 Licensee may designate up to three (3) qualified English-speaking contacts ("Licensee AIM Contact(s)") and shall provide contact details (in particular, e-mail address and telephone number) by means of which the Licensee AIM Contact can be contacted. AIM – Basic Services will be delivered exclusively to the assigned Licensee AIM Contact(s).

被许可方可以指定最多三（3）名精通英语的合格联系人（以下简称“被许可方 AIM 联系人”），并提供详细的联系信息（特别是电子邮件地址和电话号码），以保证随时都能联系到被许可方 AIM 联系人。 AIM 基础服务应仅向指派的被许可方 AIM 联系人提供。

2.8.6 As preparation for delivery of AIM – Basic Services, Licensee's AIM Contacts and the assigned SAP Incident Manager will jointly perform one (1) initial remote set-up meeting.

作为交付 AIM 基础服务的准备工作，被许可方的 AIM 联系人和指派的 SAP 事件经理应共同召开一（1）场初次远程准备会议。

2.9 **SAP Baseline Support for Innovative Business Solutions ("IDP Support").** IDP Support provides incident handling support services as described in the Exhibit 1 attached hereto for all Features delivered to, and accepted by Licensee, under an SAP Innovative Business Solutions Development Scope Document(s) under an Order Form or a Statement(s) of Work (SOWs) specified in an ActiveAttention Services Scope Document to an Order Form ("IDP Support Eligible Scope Document(s) or SOW(s)") excluding software to which special support agreements apply (which includes, but is not limited to, SAP Enterprise Support or SAP Product Support for Large Enterprises).

SAP 创新业务解决方案基线支持（以下简称“IDP 支持”）。 IDP 支持旨在依据订购单之 SAP Innovative Business Solutions[创新业务解决方案]开发范围文档或订购单之 ActiveAttention 服务范围文档中指定的工作说明书（以下简称“IDP 支持合格范围文档或 SOW”），为向被许可方交付且经其验收的所有功能提供本文所附附件 1 中所述的事件处理支持服务，适用特殊支持协议（包括但不限于 SAP Enterprise Support[企业级支持]或 SAP Product Support for Large Enterprises[大型企业产品支持]）的软件除外。

3. <u>Engagement Management</u>.

<u>项目管理</u>。

3.1 Each party shall designate an Engagement Manager. SAP's Engagement Manager will be the assigned FTQM. Licensee's Engagement Manager will be English speaking and empowered to make necessary decisions for Licensee or bring about such decision without undue delay. Such Engagement Managers shall cooperate closely with each other to administer the terms of the Agreement. ActiveAttention Services performed by the assigned SAP resources will be coordinated with Licensee's Engagement Manager

各方均应指派一名项目经理。 SAP 的项目经理应为指派的 FTQM。 被许可方的项目经理应精通英语，并有权代表被许可方制定必要决策或避免此类决策受到不当延误。 此类项目经理之间应紧密合作，共同管理协议条款。 由指派的 SAP 资源执行的 ActiveAttention 服务均应与被许可方的项目经理进行协调。

3.2 In addition, the parties shall conduct regular executive meetings during the term of ActiveAttention Services ("Executive Meetings"). Such Executive Meetings will occur no less than once per quarter at times and dates mutually agreed to by the parties. The purpose of such Executive Meetings is to review, discuss and mutually agree if further measures are required to achieve the purposes of the ActiveAttention Services based on the then current ActiveAttention Services status. Each meeting will include a status report on progress in the key focus areas, including, but not limited to, the following:

此外，双方应在 ActiveAttention 服务有效期内定期召开高级主管会议（以下简称“高级主管会议”）。 此类高级主管会议每个季度至少应召开一次，且会议时间与日期由双方共同约定。 此类高级主管会议旨在根据当时的 ActiveAttention 服务状态，审核、讨论并共同约定为实现 ActiveAttention 服务目的所需采取的进一步措施。 每次会议应包括重点关注方面的进度状态报告，包括但不限于：

- An evaluation of progress under the ActiveAttention Services program compared to the agreed to key focus areas, KPI's and the ActiveAttention Services engagement plan
  评估在 ActiveAttention 服务计划下约定的重点关注方面的进展情况、KPI 和 ActiveAttention 服务项目计划
- Identification of risks and/or delays that may jeopardize the performance of Licensee's SAP Software solution including risk mitigation recommendations

识别可能会危及被许可方的 SAP 软件解决方案性能的风险和/或延迟（包括风险规避建议）

- Implementation of recommendations
  建议的实施情况
- Discussion of open issues and any change requests from either party
  有关双方悬而未决的问题以及任何一方的变更请求的讨论
- Relevant details regarding project organization and planning
  关于项目组织和规划的相关细节

A meeting report will be prepared by SAP's Engagement Manager and forwarded to Licensee's Engagement Manager for verification. In the event Licensee's Engagement Manager does not contest the report in writing within thirty (30) working days of receiving such report by providing specific report change requests, the report will be deemed confirmed by Licensee. The parties shall cooperate in good faith to resolve any report change requests and issue final versions for approval and acceptance.
会议报告应由 SAP 项目经理准备，并转发给被许可方项目经理进行验证。 如被许可方的项目经理在收到此报告后三十（30）个工作日内未以书面形式对该报告提出异议，且未提供具体的报告变更请求，则视为被许可方已确认该报告。 双方应真诚合作，共同解决所有报告变更请求和发布最终版本以进行审核和验收。

3.3 **SAP Cloud Governance**. In the event Licensee has subscribed to SAP Preferred Care, cloud edition, and/or SAP Preferred Success, cloud edition, the Support Experts (as such term is defined in the Support Policy for SAP Cloud Services) will be included into the ActiveAttention Services engagement management governance [i.e.; participate in Executive Meetings, coordinate activities with the designated Engagement Manager(s)] described in this Section 3 during the term of the ActiveAttention Services and for so long as Licensee continues to subscribe to SAP Preferred Care, cloud edition, and/or SAP Preferred Success, cloud edition.

SAP 云治理。 如被许可方租用了 SAP Preferred Care（云版本）[首选支持云版本]和/或 SAP Preferred Success（云版本）[首选成功云版本]，则在 ActiveAttention 服务期限内，只要被许可方继续租用 SAP Preferred Care（云版本）[首选支持云版本]和/或 SAP Preferred Success（云版本）[首选成功云版本]，支持专家（见 SAP 云服务支持政策中的定义）就将纳入第 3 节所述的 ActiveAttention 服务项目管理治理[即，参加高级主管会议以及与指定的项目经理协调各种活动]。

3.4 The parties hereto agree that the cooperation of Licensee's third-party consulting partner(s) ("Licensee Partner") is critical to the success of the individual ActiveAttention Service engagements. Licensee shall ensure that such Licensee Partner will comply with Licensee's responsibilities, this ASD and any ActiveAttention Services Scope Document to an Order Form and will cooperate with SAP as reasonably requested by SAP in order for SAP to fulfill its obligations under this ASD and any ActiveAttention Services Scope Document to an Order Form.

双方同意，被许可方的第三方咨询合作伙伴（以下简称"被许可方合作伙伴"）的协作是 ActiveAttention 服务项目成功的关键。 被许可方应确保此类被许可方合作伙伴遵守被许可方的责任要求、本 ASD 及订购单之任何 ActiveAttention 服务范围文档的规定，且应根据 SAP 的合理请求与 SAP 合作，以使 SAP 履行其在本 ASD 及订购单之任何 ActiveAttention 服务范围文档下的义务。

4. Licensee Requirements.
被许可方要求。

4.1 To receive ActiveAttention Services under an Order Form, Licensee must: (i) continue to pay all support fees (i.e.; Enterprise Support Fees, or Product Support for Large Enterprises Fees) under the License Agreement; and (ii) otherwise fulfill its obligations under the License Agreement, GTC, the Order Form, and the ActiveAttention Services Scope Document. Licensee shall have installed, configured and be using an SAP Solution Manager Enterprise Edition system in accordance with the Support Schedule, as SAP Solution Manager Enterprise Edition is the service delivery platform for documenting Top Issues, core business processes and critical system information. Licensee shall provide remote connectivity and data access in accordance with the Support Schedule.

为获得订购单中的 ActiveAttention 服务，被许可方必须：(i) 继续支付许可协议下的所有支持费用（即：企业支持费用或大型企业产品支持费用）；(ii) 履行其在许可协议、GTC、订购单以及 ActiveAttention 服务范围文档中的其他义务。 根据支持协议，被许可方应已安装、配置及正在使用 SAP Solution Manager（企业版）[解决方案管理器企业版]系统，因为 SAP Solution Manager（企业版）[解决方案管理器企业版]是服务交付平台，用于记录首要问题、核心业务流程及关键系统信息。 依据支持协议，被许可方应提供远程连通性和数据访问。

5. General Provisions.
一般条款。

5.1 The assigned Embedded Resources will be entitled to their normal annual vacation leave as set forth in their employment contract with SAP or other SAP Affiliate company.

指派的嵌入式资源应根据其与 SAP 或其他 SAP 关联企业所签署的雇用合同享有正常的年休假。

5.2 To ensure efficient communication, both parties agree that the language for the delivery of ActiveAttention Services will be English. Relevant information related to the individual ActiveAttention Services will be provided to the SAP resources in English.

为确保有效沟通，双方同意在提供 ActiveAttention 服务时用英语交流。 与各 ActiveAttention 服务有关的信息应用英语提供给 SAP 资源。

5.3 Licensee agrees and understands that the assigned SAP resources (including the assigned Embedded Resources) may occasionally perform ActiveAttention Services activities hereunder from an SAP office.

被许可方同意并理解，指派的 SAP 资源（包括指派的嵌入式资源）可能偶尔会在 SAP 办公室执行本协议项下的 ActiveAttention 服务活动。

5.4 The scope of ActiveAttention Services offered by SAP may be changed annually by SAP at any time upon ninety (90) days prior written notice to reflect the continuing development of SAP Software and technical advances and provided such changes in the scope of ActiveAttention Services are applied to similarly situated SAP licensees subscribing to ActiveAttention Services in the Territory as defined in the applicable SAP License Agreement. In the event SAP exercises its option to change the scope in accordance with this Section 5.4, and such changes are not acceptable to Licensee, Licensee is entitled to terminate the ActiveAttention Services Scope Document(s) to any Order Form(s) affected by such scope change(s) with effect at the expiration of this ninety (90) day period. If Licensee does not terminate within such period, the changes are deemed to be accepted by Licensee.

SAP 提供的 ActiveAttention 服务的范围可由 SAP 在每年的任何时候，在提前九十（90）天书面通知后予以变更，以反映 SAP 软件的持续开发和技术进步，但 ActiveAttention 服务范围的此类变更适用于相关 SAP 许可协议所述的地域内的 SAP 被许可方对 ActiveAttention 服务的类似租用。 如 SAP 自行决定根据本节（第 5.4 节）的规定变更范围，但被许可方不接受此类变更，则被许可方有权终止受此类范围变更影响的任何订购单之 ActiveAttention 服务范围文档，且终止在所述九十（90）天期限届满后生效。 被许可方未在前述期间内终止的，视为被许可方接受变更。

5.5 Fees are subject to change once per calendar year upon 90 (ninety) days prior written notice to Licensee. In the event SAP exercises its option to change fees in accordance with the preceding sentence, and such changes are not acceptable to Licensee, Licensee is entitled to terminate the ActiveAttention Services Scope Document(s) to any Order Form(s) affected by such fee change with thirty (30) days' written notice from Licensee's receipt of SAP's notice of such fee change with effect to the end of the then current calendar year in which such fee change notice is given. If Licensee does not terminate within such period, the fee changes are deemed to be accepted by Licensee.

服务费用每日历年变更一次，但须提前九十（90）天向被许可方发送书面通知。 如 SAP 自行决定根据前一句内容变更费用，但被许可方不接受此类变更，则被许可方有权在收到 SAP 发出此类费用变更通知之日起的三十（30）天内，以书面通知的形式终止受此类费用变更影响的订购单之 ActiveAttention 服务范围文档，且终止在发出此类费用变更通知的那一年结束时生效。 被许可方未在前述期间内终止的，视为被许可方接受费用变更。

5.6 ActiveAttention Services will terminate effective the same date as: (i) any termination of the Support Schedule under the License Agreement; or (iii) any Licensee change in its SAP support (i.e.; SAP Enterprise Support or SAP Product Support for Large Enterprises) subscription to SAP Standard Support.

ActiveAttention 服务应在 (i) 许可协议之支持协议以任何形式终止；或 (ii) 被许可方以任何形式将其租用的 SAP 支持（例如，SAP Enterprise Support[企业支持]或 SAP Product Support for Large Enterprises[大型企业产品支持]）变更为 SAP Standard Support[标准支持]生效之日终止。

Exhibit 1
附件 1

SAP Baseline Support for Innovative Business Solutions
SAP 创新业务解决方案基线支持

This Exhibit governs the provision of SAP Baseline Support for Innovative Business Solutions as further defined herein ("IDP Support") for all Features, as defined in 1.3 below, excluding software to which special support agreements (which include but are not limited to SAP Enterprise Support or SAP Product Support for Large Enterprises) apply.
为所有功能（如下文第 1.3 节所定义）提供的 SAP 创新业务解决方案基线支持（以下简称"IDP 支持"）受本附件的约束，适用特殊支持协议（包括但不限于 SAP Enterprise Support[企业支持]或 SAP Product Support for Large Enterprises[大型企业产品支持]）的软件除外。

1. Definitions:
定义：

1.1 "Base Software": For the purposes of this Exhibit, the reference to "Base Software" means the SAP Software upon which the installation and use of the Features depends/operates. Base Software is not licensed under this Exhibit and must be licensed separately.
"基础软件"：在本附件中，"基础软件"是指功能的安装和使用所依赖/运行的 SAP 软件。 基础软件不在本附件许可范围内，必须另行许可。

1.2 "Customer Communication Point": For the purposes of this Exhibit, the reference to "Customer Communication Point" means a certified Customer Center of Expertise ("Customer COE") or those employees of Licensee entitled to request IDP Support services. For the Customer COE the relevant terms and conditions of the Support Schedule apply. If no Customer COE is available, the employees entitled to request IDP Support services must be nominated by Licensee to SAP in writing.
"客户联络点"：在本附件中，"客户联络点"是指经认证的客户专业知识中心（"客户 COE"）或有权请求 IDP 支持服务的被许可方员工。对于客户 COE，将适用支持协议的相关条款和条件。 如未提供任何客户 COE，则被许可方必须以书面形式向 SAP 指定有权请求 IDP 支持服务的员工。

1.3 "Features": For the purposes of this Exhibit, the reference to "Features" means the software or functionality and its documentation purchased from SAP by Licensee under the IDP Support Eligible Scope Document(s) or SOW(s) listed in Section 1 of an ActiveAttention Services Scope Document to an Order Form.
"功能"：在本附件中，"功能"是指被许可方依据订购单之 ActiveAttention 服务范围文档第 1 节中所列的 IDP 支持合格范围文档或 SOW 从 SAP 处购买的软件或功能，及其相关文档。

1.4 "Production System": For the purposes of this Exhibit, the reference to "Production System" means a live system on which the Features are installed, that is used for normal business operations and where Licensee's data is recorded.
"生产系统"：在本附件中，"生产系统"是指功能安装所在的上线系统，用于正常的业务运营并在其中记录被许可方数据。

1.5 "SAP Software": For the purposes of this Exhibit, the reference to "SAP Software" means all software licensed by Licensee from SAP under the License Agreement.
"SAP 软件"：在本附件中，"SAP 软件"是指被许可方依据许可协议从 SAP 处获得许可的所有软件。

2. SAP Baseline Support for Innovative Business Solutions.
SAP 创新业务解决方案基线支持。

2.1 IDP Support provided under this Exhibit is limited to the Features delivered to, and accepted by Licensee, under the IDP Support Eligible Scope Document(s) or SOW(s) listed in a ActiveAttention Services Scope Document to an Order Form. IDP Support services support the functionality of the Features with the releases of Base Software and in the information technology ("IT") environment as defined under the respective IDP Support Eligible Scope Document(s) or SOW(s) and in its associated documentation. IDP Support for those IDP Support Eligible Scope Document(s) or SOW(s) where Licensee's acceptance of the Features will occur during the ActiveAttention Services Term of an ActiveAttention Services Scope Document to an Order Form, shall commence as of the first day of the month following Licensee's execution of an amendment to the Order Form activating IDP Support pursuant to Section 3 of an ActiveAttention Services Scope Document to an Order Form. All other SAP Software licensed by Licensee under the License Agreement is explicitly excluded from the IDP Support services provided under this Exhibit.
本附件下规定的 IDP 支持仅限于依据订购单之 ActiveAttention 服务范围文档中所列的 IDP 支持合格范围文档或 SOW 向被许可方交付并经过被许可方验收的功能。 IDP 支持服务在信息技术（以下简称"IT"）环境（如相应的 IDP 支持合格范围文档或 SOW 及其相关文件中所定义）中以基础软件版本支持功能。 对于依据 IDP 支持合格范围文档或 SOW 被许可方在订购单之 ActiveAttention 服务范围文档的 ActiveAttention 服务期限内验收的功能的 IDP 支持而言，IDP 支持应从被许可方签署本订购单之修订按照订购单之 ActiveAttention 服务范围文档第 3 节激活 IDP 支持之后的次月第一天开始。 SAP 依据本附件提供的 IDP 支持服务明确不包含被许可方根据许可协议获得许可的所有其他 SAP 软件。

2.2 IDP Support is provided during IDP Support Office Time and includes the following:
IDP 支持在 IDP 支持办公时间内提供，并包括以下内容：

- Incident handling by SAP for problems related to the Features
  SAP 针对功能相关问题的事件处理
- Coding corrections or patches (such as altered programs not reproducing the referenced malfunction), or workaround solutions or action plans
  编码修正或补丁（例如不会再引发所述故障的经过修改的程序），或是应急解决方案或行动计划
- Support packages for Features - correction packages to reduce the effort of implementing single corrections or changes to existing functionality. This is not applicable in cases where the Features are or have been developed on Licensee's non-Production System.
  功能支持包 — 用于减少实施单项修正工作量或减少对现有功能更改的修正包。 这不适用于在被许可方非生产系统上开发或已经开发了功能的情况。

2.3 For daily operation and cooperation for support-related issues associated with IDP Support, SAP will name a contact person for Licensee within SAP's Innovative Business Solutions organization (the "IDP Support Delivery Manager"). The IDP Support Delivery Manager will perform the following tasks as it relates to the delivery of IDP Support for the Features:
对于与 IDP 支持相关的日常运营和支持合作有关的问题，SAP 将为被许可方在 SAP 的创新业务解决方案部门内指定一名联系人（"IDP 支持交付经理"）。 IDP 支持交付经理将执行下列任务，处理与功能的 IDP 支持交付有关的问题：

- Setup and management of the Licensee's incident component and associated incident queue(s).

安装和管理被许可方的事件组件及相关的事件队列。

- Manage SAP Innovative Business Solutions internal support team assigned to provide IDP Support hereunder.
  管理被指派提供本协议下 IDP 支持的 SAP Innovative Business Solutions[创新业务解决方案]的内部支持团队。
- Support the TQM in the coordination and inclusion of appropriate ActiveAttention Services related to IDP Support in the ActiveAttention Services engagement Service and Support Plan
  支持 TQM 的协调工作以及将与 IDP 支持相关的相应 ActiveAttention 服务纳入 ActiveAttention 服务约定服务与支持计划的工作
- Support the TQM in the coordination of the individual service deliveries at the project level for the ActiveAttention Services related to IDP Support that have been included in the ActiveAttention Services engagement Service and Support Plan
  支持 TQM 协调已纳入 ActiveAttention 服务约定服务与支持计划的 IDP 支持相关的 ActiveAttention 服务项目级别的单个服务交付工作
- Participate in the Executive Meetings on topics related to IDP Support (e.g.; report on Licensee's incidents, provide status on deliveries of ActiveAttention Services related to IDP Support)
  参加高管会议，讨论与 IDP 支持相关的主题（例如，报告被许可方的事件、提供 IDP 支持相关的 ActiveAttention 服务的交付状态）

3. **Licensee Prerequisites.** In order to receive IDP Support services as described in this Exhibit, Licensee shall fulfill the following requirements:
被许可方前提条件。 为接受本附件所述的 IDP 支持服务，被许可方应满足以下要求：

3.1 Fulfill its obligations under this Exhibit, the Order Form and the Agreement.
履行其在本附件、订购单和协议下的义务。

3.2 Transmit all incidents to SAP in English via SAP's then current support infrastructure as made available to Licensee under the Support Schedule using the incident-component provided by SAP in writing upon acceptance of the applicable Features. Licensee's failure to assign an incident concerning the Features to the correct incident component may delay SAP's response to the incident while SAP determines and makes the appropriate assignment. Licensee understands and acknowledges that SAP normally has to translate incident(s) that are not in English before it can process the incident(s), which adds to the time needed to process the incident.
在验收相应的功能之后，通过 SAP 届时有效的支持基础架构（依据支持协议提供给被许可方使用），使用 SAP 提供的事件组件，以英文和书面形式将所有事件传输给 SAP。 如被许可方未能将涉及功能的事件分配给正确的事件组件，则可能会由于 SAP 要确定并进行适当的分配而导致 SAP 对事件的响应发生延迟。 被许可方理解并确认，SAP 通常需要先翻译非英文的事件，然后才能对其进行处理，这延长了此类事件处理所需的时间。

3.3 Licensee shall describe how the incident presents itself; in some cases, Licensee may have to demonstrate the incident. Licensee shall help SAP analyze the incident and support SAP's IDP Support services, if necessary deploying Licensee's own employees for these purposes.
被许可方应描述事件的表现特征；在某些情况下，被许可方须证明此类事件。 被许可方应帮助 SAP 分析事件并支持 SAP 的 IDP 支持服务，必要时还应就此事宜安排被许可方一方的员工。

3.4 Licensee shall classify each incident in the Features or related documentation in accordance with SAP Note 67739.
根据 SAP 注释 67739，被许可方应对功能或相关文件中的每个事件进行分类。

3.5 Licensee must make available to SAP all documents concerning any alterations and enhancements (e.g. Modifications or Add-Ons) made by or for Licensee that may help in the analysis of the incident. Licensee must also keep suitable, up-to-date records of those alterations and enhancements, and give SAP access to them when necessary.
被许可方必须为 SAP 提供对事件分析有帮助的所有文件，其中涉及由被许可方或者为被许可方进行的任何变更和增强（如修改或扩展组件）。被许可方还必须保留这些变更和增强的相关最新记录，并在必要时允许 SAP 访问此类记录。

3.6 Licensee must apply all coding corrections, patches, work around solutions, support packages, etc. provided by SAP under this Exhibit to the Features.
被许可方必须将 SAP 依据本附件提供的所有代码更正、补丁、应急解决方案、支持包等应用于功能。

3.7 Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive IDP Support services.
被许可方可能需要将操作系统和数据库升级到更新的版本，以便接收 IDP 支持服务。

4. **Changes to Licensee Information; Audit.** Licensee undertakes to inform SAP without undue delay of any changes to Licensee's installations of Features and all other information relevant to the use of the Features. To check compliance with the terms of this Exhibit, SAP shall be entitled to periodically monitor the correctness of the information Licensee provided.
被许可方信息变更；审核。 被许可方承诺及时通知 SAP 有关被许可方功能安装的任何变更以及与功能的使用有关的所有其他信息。 为检查被许可方所提供的信息是否符合本附件的条款，SAP 有权定期监测此类信息的正确性。

5. **Additional Terms and Conditions.**
附加条款和条件。

5.1 IDP Support hereunder will be provided on Licensee's non-Production System where the Features were provided to the Licensee under the respective IDP Support Eligible Scope Document(s) or SOW(s). For reasonable cause and in consideration of all other prerequisites of this Exhibit Licensee may request and SAP may agree to provide the IDP Support on another Licensee non-Production System in lieu thereof for the respective provision of IDP Support. Notwithstanding the aforesaid, it is always the Licensee's sole responsibility to apply the provided IDP Support to its Production Systems.
将在依据相应的 IDP 支持合格范围文档或 SOW 向被许可方提供功能的被许可方非生产系统上提供本附件所述的 IDP 支持。 出于合理理由且在考虑本附件所有其他前提条件的情况下，被许可方可要求且 SAP 可能同意在被许可方其他非生产系统上提供 IDP 支持，替代相应提供的 IDP 支持。尽管有上述规定，将所提供的 IDP 支持应用于生产系统始终由被许可方全权负责。

5.2 In the event SAP provides third-party software (non-SAP Software) to Licensee under the respective IDP Support Eligible Scope Document(s) or SOW(s), SAP shall not provide IDP Support on such third-party software unless otherwise agreed separately in writing.
如 SAP 依据相应的 IDP 支持合格范围文档或 SOW 向被许可方提供第三方软件（非 SAP 软件），则除非另有书面约定，否则 SAP 不对此类第三方软件提供 IDP 支持。

5.3 IDP Support is provided exclusively to the Customer Communication Point which must support each installation of Features covered by this Exhibit.
IDP 支持只面向客户联络点提供，后者必须为本附件所涵盖的功能的所有安装提供支持。

5.4 IDP Support will end automatically on the same date as Mainstream Maintenance or Extended Maintenance (provided Licensee has subscribed to Extended Maintenance) (as such terms are defined in SAP's Release Strategy document at www.support.sap.com/releasestrategy) for the Base Software ends.

IDP 支持应于基础软件的主流维护或扩展维护（前提是被许可方已租用扩展维护）（此类条款在 SAP 的版本策略文档中定义，详见：www.support.sap.com/releasestrategy）终止之日自动终止。

5.5 Fee(s) are subject to change: a) in the case of fixed fee IDP Support Eligible Scope Document(s) or SOW(s) for the development of Features receiving IDP Support hereunder, to reflect changes in the development fees for the Features receiving IDP Support under the applicable IDP Support Eligible Scope Document(s) or SOW(s); or b) in the case of time and materials IDP Support Eligible Scope Document(s) or SOW(s) for the development of Features receiving IDP Support hereunder, to reflect a revised calculation of the Fee based on the total development fees (including travel and expenses) paid by Licensee to SAP for the Features receiving IDP Support under the applicable IDP Support Eligible Scope Document(s) or SOW(s) during the term of the applicable IDP Support Eligible Scope Document(s) or SOW(s).

费用可能会变更：a) 在 IDP 支持合格范围文档或 SOW 采用固定费用的方式开发接受 IDP 支持的功能的情况下，服务费反映依据 IDP 支持合格范围文档或 SOW 开发接受 IDP 支持的功能的费用的变更；或 b) 在 IDP 支持合格范围文档或 SOW 采用按时间和物料计费的方式开发接受 IDP 支持的功能的情况下，服务费反映在被许可方依据相应的 IDP 支持合格范围文档或 SOW 在相应的 IDP 支持合格范围文档或 SOW 期限内为接受 IDP 支持的功能而支付给 SAP 的总开发费（包括差旅费）的基础上，重新计算的费用。