SAP MaxAttention for on-premises solutions Service Description ("MSD")
SAP MaxAttention (適用於內部部署解決方案) 服務說明
(以下稱「MSD」)

SAP MaxAttention for on-premises solutions may provide professional expertise onsite and/or remotely to assist Customer in MaxAttention engagement planning, governance, analysis and identification of potential business improvement, road mapping and advisory on innovative technologies and solution architecture driving continuous business improvement within Customer's lines of business and/or to assist Customer in the handling of orchestration and operations of Customer's SAP on-premises solutions landscape, supporting transformation, implementation, upgrade, and operations and innovation projects.
SAP MaxAttention (適用於內部部署解決方案) 得提供現場專業專門知識，及/或遠端協助客戶進行 MaxAttention 互動規劃、管理、潛在業務改善分析和辨識，推動客戶業務線內持續業務改善之創新技術和解決方案架構的路線圖和諮詢，以及/或協助客戶處理客戶的 SAP (適用於內部部署解決方案) 架構之諧調及操作、支援轉換、建置、升級及運作和創新專案。

The capitalized terms referred to and not defined herein will have the same meaning as they are defined in the Agreement.

1. Definitions
名詞定義

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.
「日曆季度」係指以三個月為一期，分別結束於任一指定曆年之 3 月 31 日、6 月 30 日、9 月 30 日和 12 月 31 日。

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 and/or the SAP Premium 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.
「當地上班時間」係指 SAP 註冊辦公室遵行之適用公定假日，於正常工作日中的正常工作時間 (上午 8:00 至下午 6:00)。雙方當事人得僅就本文所述之 SAP 服務層級協議及/或 SAP Premium 服務層級協議定義，同意適用其中一個 SAP 關係企業之不同註冊辦公室，作為當地上班時間之參考。

1.3. **"Normal Business Hours"** means an 8 hour period between 6:00 am and 8:00 pm, Monday thru Friday, unless otherwise agreed to in writing by the parties.
「正常營業時間」係指星期一至星期五上午 6:00 至下午 8:00 的 8 小時期間，但雙方當事人以書面形式另行約定者不在此限。

1.4. **"Production System"** means a live SAP system used for running Customer's internal business operations and where Customer's data is recorded.
「生產系統」係指使用於客戶內部業務營運，且儲存客戶資料之 SAP 即時線上系統。

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 for SAP Software.
「支援明細表」係指 SAP 支援 (亦即 SAP Standard Support、SAP Enterprise Support 或 SAP Product Support for Large Enterprises) 之授權合約的明細表，其對依據 SAP 軟體授權合約取得授權之軟體有效。

1.6. **"Top-Issue"** means issues and/or failures identified and prioritized jointly by SAP and Customer in accordance with SAP standards which:
「首要問題」係指 SAP 和客戶依據 SAP 標準共同確認並指定優先順序的問題及/或錯誤，這類問題及/或錯誤會：

a) endanger Go-Live of a pre-production system; or
危害生產前系統的正式運作；或

b) have a significant business impact on a Production System.
對生產系統產生嚴重的業務影響。

2. SAP MAXAttention Services
SAP MAXAttention 服務

SAP delivers only the SAP MaxAttention for on-premises solutions Services (**"MaxAttention Services"**) specified in SAP MaxAttention for on-premises solutions Scope Document to an Order Form referencing this MSD. SAP MaxAttention Services consist of the following components.
SAP 僅提供引用本 MSD 之訂購單的 SAP MaxAttention (適用於內部部署解決方案) 範圍文件中所指定的 SAP MaxAttention (適用於內部部署解決方案) 服務 (以下稱「**MaxAttention 服務**」)。SAP MaxAttention 服務包含下列元件。

2.1. SAP Embedded Services
SAP 內嵌服務

2.1.1. SAP delivers SAP Embedded Services as an onsite team consisting of the SAP support resources (**"Embedded Resources"**) identified in an SAP MaxAttention for on-premises solutions Scope Document to an Order Form performing the role described below. Such Embedded Resources will be available at the Customer location(s) during Normal Business Hours for the quota of days per period of time (**"Period"**) per assigned Embedded Resource during the MaxAttention Services Term all as specified in the SAP MaxAttention for on-premises solutions Scope Document to an Order Form (**"Embedded Resources Quota"**). The assignment of Embedded Resources will occur within 6 weeks after execution of the Order Form. The Embedded Resources Quota does not include any vacation leave by the assigned Embedded Resources.
解決方案) 範圍文件所列載之 SAP 支援資源 (以下稱「**內嵌資源**」) 所組成，將扮演下述角色。此等內嵌資源將在客戶地點的正常營業時間內，就 MaxAttention 服務期間內每個分配的內嵌資源之每個期間 (以下稱「**期間**」) 的天數配額提供，所有配額均係依訂購單的 SAP MaxAttention (適用於內部部署解決方案) 範圍文件所指定 (以下稱「**內嵌資源配額**」)。內嵌資源之分配將於簽署訂購單後 6 週內進行。內嵌資源配額不包括指派內嵌資源的任何休假。

2.1.2. Depending on the role, 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:
依角色而定，所指派內嵌資源的活動將在雙方當事人共同商定可適用之範圍內，包含下列其中一項或以下領域之任何組合：

2.1.2.1. SAP Lead Technical Quality Manager **("LTQM")** activities:
SAP 潛在商機技術品管經理 **(以下稱「LTQM」)** 活動：

a) Understand Customer's SAP Software solution, business processes, and strategic direction
了解客戶的 SAP 軟體解決方案、業務流程和策略方向

b) Provide strategic advice, guidance, and assistance in the following areas:
提供下列領域之策略建議、指導及協助：

- Technical risk management/program management of complex Customer Software implementation, upgrade, and transformation projects
複合式客戶軟體實作、升級和轉換專案之技術風險管理/方案管理
- SAP release & upgrade strategy that is aligned with Customer's information technology (IT) strategy
與客戶資訊技術 (IT) 策略一致的 SAP 版本及升級策略
- Identification of areas for potential reduction in Customer's total cost of operations and potential for the optimization (i.e., continuous improvement) of Customer's SAP Software
發現可降低客戶之運作總成本的潛在領域，以及可最佳化 (持續改善) 客戶的 SAP 軟體之潛能

c) Provide transparency for focus area progress including status reporting of jointly agreed key performance indicators (**"KPIs"**)
提供焦點領域進度的透明度，其中包括共同約定之關鍵績效指標 (以下稱「**KPI**」) 的狀態報告

d) Develop and maintain mutually agreed Customer-specific MaxAttention Services engagement plans
開發並維護共同商定之客戶特定的 MaxAttention 服務互動計畫

e) Facilitate the performance of the MaxAttention Services engagement plan including the coordination of individual service deliveries and SAP resource staffing
促進 MaxAttention 服務互動計畫的執行，其中包括個別服務交付的協調以及 SAP 資源人員配置

f) Assist Customer in defining monitoring requirements and strategy for key operations processes running on SAP Software
協助客戶定義對 SAP 軟體上執行之關鍵運作程序的監控需求及策略

g) Assist Customer in coordinating, tracking, and reporting SAP technical risk mitigation and Top-Issues at Customer's executive level
協助客戶協調、追蹤和報告 SAP 技術風險減緩和客戶主管層級的首要問題

2.1.2.2. SAP Technical Quality Manager (**"TQM"**) activities:
SAP 技術品管經理 (以下稱「**TQM**」) 活動：

a) Provide advice, guidance, and assistance with agreed to focus areas:
針對下列商定之焦點領域提供建議、指導及協助：

- SAP support requirements, Customer support processes and use of SAP support tools (e.g., SAP Note Assistant, SAP Notes Search and SAP Solution Manager Enterprise Edition)
SAP 支援要求、客戶支援流程及使用 SAP 支援工具 (例如：SAP 註記助理、SAP Notes Search 和 SAP Solution Manager (企業版))
- Integrated end-to-end application lifecycle management
整合式端對端應用程式生命週期管理
- Integration validation of complex Customer solutions
整合驗證複合式客戶解決方案
- Operate the SAP solution more efficiently
提高 SAP 解決方案之運作效率
- Accelerated innovation for custom built solutions and rapid prototyping
加速創新客製化解決方案和快速原型模擬
- Solution availability management, monitoring, and performance
解決方案可用性管理、監控及效能
- Risk mitigation plan(s) for critical maintenance issues
重大維護問題的風險減緩計畫
- Incident reduction and/or avoidance
事件減少和/或避免

b) Track Customer's implementation of SAP's recommendations and action plans resulting from the delivery of SAP Expert Services hereunder
交付本文中的 SAP Expert 服務後，追蹤客戶對 SAP 建議與行動計畫之實作情形

c) Provide periodic status and risk reporting at Customer's project management level
就客戶的專案管理層級，提供定期狀態和風險報告

d) Manage quality gates for selected focus area projects
管理所選焦點領域專案的品質關卡

2.1.2.3. SAP Enterprise Architect (**"EA"**) activities:
SAP 企業架構師 (以下稱「**EA**」) 活動：

a) Understand Customer's SAP Software solution, business processes and strategic direction to assist Customer in developing a to-be architecture design
了解客戶的 SAP 軟體解決方案、業務流程和策略方向，以便協助客戶開發未來架構設計

b) Align the Customer's architectural strategy and roadmaps with the SAP solutions and platforms strategy
讓客戶的架構策略和藍圖與 SAP 解決方案和平台策略一致

c) Provides advice, guidance, and assistance in the following areas
提供下列領域之建議、指導及協助

- Architecture for key programs
關鍵計畫的架構
- Documentation of system landscape including solution, application, data, and integration architecture
系統架構的文件，其中包括解決方案、應用程式、資料和整合架構
- Customer's establishment of an architecture governance board
客戶的架構管理委員會之成立

d) Support LTQM to facilitate, where appropriate, the performance of SAP Expert Services including the coordination of individual service deliveries and SAP resource staffing
支援 LTQM 以便促進 (若有適用) SAP Expert 服務的履行，其中包括個別服務交付和 SAP 資源人員配置的協調

e) Assist Customer in coordinating, tracking, and reporting SAP architecture roadblocks, pain points and mitigation

2.1.3. All SAP Embedded Services will be coordinated with Customer's Engagement Manager. Changes to the scope of the SAP Embedded Services may be made upon prior written mutual agreement of the parties. 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 內嵌服務將與客戶之互動經理進行協調。凡經各方當事人事先書面同意，即可變更 SAP 內嵌服務的範圍。在任何情況下，依前開規定對 SAP 內嵌服務所作之任何變更將僅與 SAP 內嵌服務相關，不得涉及其他 SAP 服務類型。

2.2. SAP Expert Services
SAP Expert 服務

2.2.1. SAP may provide (**"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 Customer in the agreed to MaxAttention Services engagement plan, for the quota of SAP Expert Services days per Period during the MaxAttention Services Term specified in the SAP MaxAttention for on-premises solutions Scope Document to an Order Form (**"Expert Services Quota"**).
SAP 得於正常營業時間內，依商定的 MaxAttention 服務互動計畫中由 SAP 與客戶所決定，就訂購單的 SAP MaxAttention (內部部署解決方案) 範圍文件中指定的 MaxAttention 服務期間內每個期間的 SAP Expert 服務天數配額 (以下稱「**Expert 服務配額**」) (以下稱「**SAP Expert 服務**」) (但若雙方當事人事先以書面方式另行商定則除外)。

2.2.2. Within the Expert Services Quota, Customer 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 for on-premises solutions is available at http://www.sap.com/maxattention-service-list.
在 Expert 服務配額內，客戶將有權從 SAP Expert 服務的最新組合中選擇任何標準 SAP Expert 服務。SAP 目前 SAP Expert 服務 (適用於內部部署解決方案) 的清單可於下列位址取得： http://www.sap.com/maxattention-service-list。

2.2.3. To schedule SAP Expert Services, Customer shall contact the LTQM assigned or designated Embedded Resource. SAP requires a minimum lead-time of 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 Customer'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. If Customer postpones or cancels any already requested SAP Expert Service less than 3 weeks before the start date of the SAP Expert Service, SAP may deduct already rendered days from Customer's Expert Services Quota.
若要排程 SAP Expert 服務，客戶應聯絡 LTQM 指派或指定的內嵌資源。SAP 對於 SAP Expert 服務交付請求的排程至少需要 5 週的前置準備時間。若 SAP 認為合理可行，SAP Expert 服務亦得根據短期需求與所生之專案需求進行排程。SAP 將依客戶提供的資訊及需求來計算 SAP Expert 服務請求的預估天數。此預估天數將包括前期準備及後期處理活動的時間。在適用的情況下，SAP Expert 服務所花費的天數將從 Expert 服務配額中相應扣除。但差旅時間不應從 Expert 服務配額中扣除。若客戶未於 SAP Expert 服務開始日期前 3 週內延遲或取消任何已要求之 SAP Expert 服務，SAP 得從客戶的 Expert 服務配額中扣除已提供服務的天數。

2.2.4. Customer 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 Customer project teams should be staffed with Customer'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 Customer project team. Prior to an SAP Expert Service delivery, the Engagement Managers will:
客戶應明定專案團隊之組成與相關內容，並確保在 SAP Expert 服務的個別交付期間內安排相關的聯絡人。該等客戶專案團隊之成員應包含客戶的 IT 專案經理、相關業務流程所有者、系統管理員、當前使用者及負責實作相關核心業務流程的人員。部分或所有客戶專案團隊之成員須參與議程。互動經理於 SAP Expert 服務交付之前將先：

a) agree upon a more formal agenda for the SAP Expert Service;
商定 SAP Expert 服務的正式議程；

b) the required involvement of Customer's project team members; and
客戶專案團隊成員的必要參與人員；以及

c) identify any prerequisite SAP Software for the performance of the SAP Expert Service.
識別執行 SAP Expert 服務之任何必備 SAP 軟體。

2.3. SAP Expertise on Demand
SAP 隨選專門知識

2.3.1. SAP Expertise on Demand (**"EoD"** or **"EoD Services"**) is a remote service which provides SAP resources to fill Customer'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 Customer's staff such as: minor Modifications of SAP Software as defined in the applicable SAP License Agreement for SAP Software; minor configuration changes of Customer's SAP Software system; knowledge transfer on SAP Software and similar tasks. EoD Services do not include reaction on Customer incidents as these are covered under the Support Schedule to the License Agreement for SAP Software.
SAP 隨選專門知識 (以下稱「**EoD**」或「**EoD 服務**」) 係一項遠端服務，旨在提供 SAP 資源以執行客戶的中短期 (該期間上限為期間內的 10 個 EoD 天數) 工作請求。是類工作主要針對通常已超出客戶員工所擁有之經驗範疇的技術難題或不常見的問題，例如：依適用之 SAP 軟體 SAP 授權合約的定義針對 SAP 軟體進行細微修改；針對客戶的 SAP 軟體系統的細微配置變更；關於 SAP 軟體的知識移轉及類似工作。EoD 服務不包括回應客戶事件，因為 SAP 軟體授權合約的支援明細表已涵蓋這些事件。

2.3.2. EoD Services will be provided during Normal Business Hours for the quota of EoD days per Period during the MaxAttention Services Term specified in an SAP MaxAttention for on-premises solutions Scope Document to an Order Form (**"EoD Quota"**).
EoD 服務之提供將於正常營業時間內，其於訂購單中 SAP MaxAttention (適用於內部部署解決方案) 範圍文件所列 MaxAttention 服務之配額應為各期間的 EoD 天數 (以下稱「**EoD 配額**」)。

2.3.3. To engage EoD Services, Customer will submit a support case, in English, via the SAP support infrastructure identifying the task and supporting information for the EoD Task for which Customer is requesting SAP's assistance (**"EoD Task"**). SAP shall then analyze Customer's EoD Task request. SAP may reject an EoD Task submitted by Customer 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 Customer. If Customer 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 4 hours to complete an accepted EoD Task) for such EoD Task effort. Upon Customer'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.
戶請求 SAP 協助之 EoD 工作的支援資訊 (以下稱「**EoD 工作**」)。SAP 應分析客戶的 EoD 工作要求。若要求未依本文第 2.3 條規定構成實際的 EoD 工作，或 EoD 工作因技術或法律意義而無法加以實行，SAP 得拒絕客戶所提交之 EoD 工作。無論 SAP 可否實行 EoD 工作，均應於完成 EoD 工作時提交一份行動計畫給客戶。若客戶接受行動計畫，並希望 SAP 展開工作，則 SAP 應提供完成該項 EoD 工作所需的預估時間 (以小時為單位，完成一項已接受的 EoD 工作之最短期間為 4 小時)。客戶接受該預估時間後，SAP 便應依行動計畫展開完成 EoD 工作所需之相關工作。執行一項已接受的 EoD 工作實際花費的時間將從 EoD 配額中相應扣除。EoD 服務不得用於交付上述第 2.2 條中所列之 SAP Expert 服務。

2.3.4. SAP shall use commercially reasonable efforts to fulfill EoD Task requests submitted by Customer, however, SAP does not guarantee that it can or will fulfill every EoD Task request submitted by Customer and SAP will have no liability if it cannot or does not fulfill such EoD Task request. SAP shall notify Customer if it cannot fulfill an EoD Task request. If SAP commences work on an EoD Task and subsequently determines that it cannot or will not fulfill such EoD Task, SAP shall provide Customer with a written explanation of the reasons for such action.
SAP 應盡商業上合理努力來滿足客戶提交的 EoD 工作要求，但 SAP 概不保證，其能夠或將能滿足客戶提交的每個 EoD 工作要求，即使無法或未滿足是類 EoD 工作要求，SAP 亦無須承擔任何責任。若 SAP 無法滿足 EoD 工作要求，應通知客戶。若 SAP 展開 EoD 工作後判斷其無法或未完成該等 EoD 工作，SAP 應以書面方式向客戶說明。

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

2.4.1. SAP On-Call Duty Services offer Customer remote access to a contact person within SAP's support organization to support Customer 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 MaxAttention Services Term specified in the SAP MaxAttention for on-premises solutions Scope Document to an Order Form (**"On-Call Duty Quota"**).
SAP On-Call Duty 服務可供客戶聯繫 SAP 支援組織內之聯絡人，以便於必要時支援客戶執行其重要業務流程。該等 SAP On-Call Duty 服務聯絡人於訂購單中 SAP MaxAttention (適用於內部部署解決方案) 範圍文件所列 MaxAttention 服務期間之提供配額應為各期間的 SAP On-Call Duty 服務工作階段數 (以下稱「**On-Call Duty 配額**」)。

2.4.2. An SAP On-Call-Duty Services session is:
SAP On-Call-Duty 服務工作階段係指：

a) either Monday to Sunday starting 08:00 and ending 20:00 the same day in Customer's local time zone; or

b) Monday to Sunday starting 20:00 and ending 08:00 the following day in Customer's local time zone.
星期一至星期日下午 08:00 至上午 08:00 (即客戶所在地時區之隔日)。

2.4.3. To schedule SAP On-Call Duty Services Customer shall make a request in writing to the LTQM or the designated Embedded Resource. The scheduling of SAP On-Call Duty Services is subject to 5 weeks advance

notice.
若要排程 SAP On-Call Duty 服務，客戶應以書面方式對 LTQM 或指派的內嵌資源提出要求。SAP On-Call Duty 服務之排程應於 5 週前事先通知。

2.5. SAP Service Level Agreement
SAP 服務層級協議

2.5.1. SAP Service Level Agreement is available as a component of an SAP MaxAttention Services engagement to customers who are subscribing to SAP's Product Support for Large Enterprises (**"PSLE"**) Support Schedule. Customers under contract with SAP for SAP Enterprise Support will receive SLA in accordance with those terms.
務層級協議之提供可作為 SAP MaxAttention 服務互動的元件。與 SAP 就 SAP Enterprise Support 簽約的客戶將依該等條款接受 SLA。

2.5.2. The following Service Level Agreement (**"SLA"** or **"SLAs"**) commitments will apply to all Customer incidents that SAP accepts as being Priority 1 or 2, and which fulfill the prerequisites specified herein, for Customer installation, system id (**"SID"**), and system number combinations specified in the SAP MaxAttention for on-premises solutions Scope Document to an Order Form. Such SLAs will commence in the first full Calendar Quarter following execution of the Order Form.
對於訂購單中 SAP MaxAttention (適用於內部部署解決方案) 範圍文件所列之客戶安裝、系統 ID (以下稱「**SID**」) 和系統號碼組合，下列服務層級協議 (以下稱「**SLA**」) 承諾應適用於所有 SAP 接受設為優先順序 1 或 2 並符合本文所載先決條件的客戶事件。此等 SLA 將於簽署訂購單後的第一個完整日曆季度開始生效。

2.5.2.1. SLA for Initial Response Times:
初始回應時間的 SLA：

a) Priority 1 Incidents ("Very High"): SAP shall respond to Priority 1 incidents within 1 hour of SAP's receipt (24 hours a day, 7 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.
1 小時內回應。若問題會對正常業務交易造成極其嚴重之後果，並使緊急或營業之重要工作無法正常運作，則該事件應判定為優先順序 1。通常這類事件是因下列原因所造成：系統完全中斷、主要 SAP 功能發生故障，或是出現首要問題，而前開原因均無適用之因應措施。

b) Priority 2 Incidents ("High"): SAP shall respond to Priority 2 incidents within 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.
優先順序 2 事件 (以下稱「高」)：SAP 應於接獲 (SAP 當地上班時間內) 優先順序 2 事件後 4 小時內回應。若正常業務交易受到嚴重影響，並使必要作業無法正常運作，則該事件應判定為優先順序 2。此類情況發生的原因，在於執行前述交易及/或工作所需功能發生錯誤或無法操作。

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.
如需判定優先順序層級之詳細資訊，請參閱 SAP 的客戶支援網站上 SAP Notes 資料庫中所提供的 SAP 註記 67739，網址如下：http://support.sap.com/notes。

2.5.2.2. SLA for Corrective Action Response Time for Priority 1 Incidents
優先順序 1 事件的更正動作回應時間 SLA

SAP shall provide a solution, work around or action plan for resolution (**"Corrective Action"**) of Customer's Priority 1 incident within 4 hours of SAP's receipt (24 hours a day, 7 days a week) of such Priority 1 incidents.
SAP 應於接獲 (全天候全年無休) 前述優先順序 1 事件的 4 個小時內，就客戶的優先順序 1 事件提供解決方案、因應措施或解決方案的作業計劃 (以下稱「**更正動作**」)。

2.5.2.3. If an action plan is submitted to Customer as a Corrective Action, such action plan will include:
若作業計劃作為更正動作提交給客戶，此等作業計劃將包括：

a) status of the resolution process;
解決流程的狀態；

b) planned next steps, including identifying responsible SAP resources;
所規劃之後續步驟，包括指明負責之 SAP 資源；

c) required Customer actions to support the resolution process;
需要客戶動作以支援解決流程；

d) to the extent possible, planned dates for SAP's actions; and
在可能之限度內，SAP 行動預定之日期；及

e) date and time for next status update from SAP. Subsequent status updates will include a summary of the actions undertaken so far; planned next steps; and date and time for next status update.
SAP 進行下次狀態更新的日期和時間。後續的狀態更新將包括到目前為止所採取行動之摘要、所規劃的後續步驟，以及下一次狀態更新的日期和時間。

2.5.2.4. 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:
更正動作的 SLA 僅涉及 SAP 處理事件時的處理時間部份 (以下稱**「處理時間」**)。處理時間不包括事件狀態為「客戶動作」或「SAP 提議解決方案」的時間，其中：

a) the status **"Customer Action"** means the incident was handed over to Customer; and
「客戶動作」狀態係指已將事件交回給客戶；以及

b) the status **"SAP Proposed Solution"** means SAP has provided a Corrective Action as outlined herein.
「SAP 建議解決方案」狀態係指 SAP 已提供本文所述的更正動作。

2.5.2.5. The SLA for Corrective Action will be deemed met if within 4 hours of processing time: SAP proposes a solution (status "SAP Proposed Solution"), a workaround or an action plan; or if Customer agrees to reduce the priority level of the incident.
若在 4 小時的處理時間內，視為符合更正動作的 SLA：SAP 提出解決方案 (「SAP 提議解決方案」狀態)、因應措施或作業計劃，或若客戶同意降低事件的優先順序層級。

2.5.3. Prerequisites
先決條件

2.5.3.1. The SLAs will only apply when the following prerequisites are met for all incidents:
SLA 將僅在所有事件符合下列先決條件時，方可適用：

a) 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";
行版本有關，且 SAP 將其出貨狀態歸類為「不受限制的出貨」；

b) incidents are submitted by Customer 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; and
事件應由客戶透過 SAP Solution Manager (企業版) 系統並依 SAP 當時事件處理登錄程序以英文提交，前開程序包含 SAP 對報告事件採取行動所需的相關詳細資訊 (如 SAP 註記 16018 或未來將替代 SAP 註記 16018 的任何 SAP 註記所載)；以及

c) incidents are related to a product release of SAP Software which falls into Mainstream Maintenance or Extended Maintenance.
事件應落在主要維護或延伸維護之範圍內，並與 SAP 軟體的產品發行版本有關。

2.5.3.2. For Priority 1 incidents, the following prerequisites must be fulfilled by Customer:
對於優先順序 1 事件，客戶必須滿足下列先決條件：

a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue;
對於問題及其營業上之影響，已作出充份詳細之描述，足以讓 SAP 評估該問題者。

b) Customer makes available for communications with SAP, 24 hours a day, 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 Customer's obligations hereunder; and
客戶可隨時 (全天候全年無休) 由其經充份培訓且具備充份知識的聯絡人，使用英文與 SAP 進行溝通，以便在解決優先順序 1 事件上，提供與客戶在本文件下所訂義務相符的協助；且

c) a Customer contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.
為開啟系統的遠端連線，已提供指定客戶聯絡人並提供必要登入資料予 SAP。

2.5.4. Exclusions
除外狀況

The following types of Priority 1 incidents are excluded from the SLAs:
下列類型之優先順序 1 事件，並不包含在 SLA 內：

a) incidents regarding a release, version and/or functionalities of software developed specifically for Customer (including without limitation those developed by SAP or an SAP Affiliate) except for custom code built with the SAP development workbench;
關於專為客戶開發的軟體發行版本、版本及/或功能的事件 (包括但不限於：SAP 或 SAP 關係企業開發的發行版本、版本及/或功能)，但使用 SAP 開發工作台開發之自訂程式碼除外；

b) 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 SAP Affiliate; and
被識別為合作夥伴的附加元件、增強功能或修改的國家/地區版本相關的事件，應予明確排除，即使這些國家/地區版本係由 SAP 或 SAP 關係企業所建立者，亦同；以及

c) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request.
事件的根本原因並非故障，而屬功能缺失 (以下稱「開發請求」) 或事件可歸因於諮詢請求。

2.5.5. Service Level Credit
服務層級抵扣

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 95% of the aggregate cases for all SLAs within a Calendar Quarter. If Customer submits less than 20 incidents (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the MaxAttention Services Term, SAP shall be deemed to have met its obligations pursuant to the SLAs stated above if SAP has not exceeded the stated SLA timeframe in more than one incident during the applicable Calendar Quarter.
若 SAP 就日曆季度內之所有 SLA，於允許的時間範圍內針對 95% 的彙總情況作出回應，即應視為 SAP 已依上述 SLA 規定履行其義務。若客戶依上述 SLA 規定於 MaxAttention 服務期間之任何日曆季度內 (針對所有 SLA 之彙總情況) 所提交的事件少於 20 件，應視為 SAP 已依上述 SLA 規定履行其義務，前提是 SAP 於適當日曆季度期間針對多次事件作出回應的時間，均未超過上述 SLA 時間範圍。

2.5.5.2. Subject to Section 2.5.5.1 above, if the timeframes for the SLA's are not met (each a **"SLA Failure"**), the following rules and procedures will apply:
依上開第 2.5.5.1 條之規定，若不符合 SLA 之時間範圍 (以下分別稱「**SLA 失敗狀況**」)，則應適用下列規則與程序：

a) Customer shall inform SAP in writing of any alleged SLA Failure;
客戶應以書面通知 SAP 任何其所聲稱之 SLA 失敗狀況；

b) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Customer's claim;
SAP 應調查此類索賠，並提供可證明或推翻客戶索賠正確性的書面報告；

c) Customer shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the SLAs;
客戶應盡力向 SAP 提供合理協助，以更正任何妨礙 SAP 遵守 SLA 規定的問題或程序；

d) 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 Customer's next MaxAttention Service Fee invoice equal to 0.25% of Customer's MaxAttention Service Fee for the applicable Calendar Quarter for each SLA Failure reported and proved, subject to a maximum SLC cap per Calendar Quarter of 5% of Customer's MaxAttention Service Fee for such Calendar Quarter;
依本文第 2.5.5 條之規定，若報告可證明 SLA 失敗狀況，SAP 應對客戶下一次的 MaxAttention 費用發票提供服務層級抵扣 (以下稱「**SLC**」)，對於所有經過報告與證明的 SLA 失敗狀況，客戶均可於適當之日曆季度內抵扣其相當於客戶的 MaxAttention 服務費用的 0.25%，惟仍應遵守各日曆季度之 SLC 上限規定，亦即客戶於該等日曆季度內最多可抵扣 MaxAttention 服務費用的 5%；

e) Customer shall of notify SAP of any SLCs within 1 month after the end of a Calendar Quarter in which an SLA Failure occurs;
客戶應於發生 SLA 失敗狀況之日曆季度結束後 1 個月內，將任何 SLC 通知 SAP。

f) No SLC(s) will be applied unless notice of Customer's well-founded claim for SLC(s) is received by SAP in writing; and

g) The SLC stated in this Section 2.5.5.2 is Customer's sole and exclusive remedy with respect to any alleged or actual SLA Failure.
第 2.5.5.2 條所述之 SLC 為對客戶就任何聲稱或實際 SLA 失敗狀況之唯一、專屬救濟。

2.6. SAP Root Cause Analysis for Custom Code
SAP 自訂程式碼的根本原因分析

2.6.1. For Customer 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 applicable for Priority 1 and Priority 2 incidents related to the Customer installation, SID, and system number combinations listed in an SAP MaxAttention for on-premises solutions Scope Document to an Order Form that are submitted by Customer in accordance with Section 2.5.3 above.
針對使用 SAP 開發工作台建置的客戶自訂程式碼，SAP 會根據第 2.5.2 條所載 SLA 之規定，針對客戶依照上述第 2.5.3 條規定提交並與訂購單中 SAP MaxAttention (適用於內部部署解決方案) 範圍文件所列之客戶安裝、SID 和系統號碼組合相關的優先順序 1 和優先順序 2 事件，提供任務關鍵支援根本原因分析，同時亦可能提供事件解決方式之指導。

2.6.2. In addition to the prerequisites for the SLA's stated in Section 2.5.3 above, in order to receive SAP's Root Cause Analysis for Custom Code service Customer's custom code must be documented according to SAP's then-current standards (for details see http://support.sap.com/supportstandards).
除上述第 2.5.3 條所述 SLA 之先決條件外，若要收到 SAP 自訂程式碼的根本原因分析服務，客戶的自訂程式碼必須根據 SAP 的最新標準予以記錄 (如需詳細資料，請參閱以下網址：http://support.sap.com/supportstandards)。

2.6.3. SAP shall be deemed to have met the SLA for Corrective Action stated above for Priority 1 incidents related to Customer custom code by identifying possible root causes for the incident and/or failure of Customer's custom code.
訂程式碼之相關優先順序 1 事件，已符合上述更正動作的 SLA 規定。

2.6.4. SAP's Root Cause Analysis for Custom Code does not include providing corrections; work arounds; or incident resolution for Customer's custom code regardless of who created Customer's custom code.
無論客戶自訂程式碼的建立者是誰，SAP 自訂程式碼的根本原因分析均不包括為客戶的自訂程式碼提供更正動作、因應措施或事件解決方式。

2.7. SAP Premium Service Level Agreement
SAP Premium 服務層級協議

2.7.1. SAP Premium Service Level Agreement (**"PSLA"** or **"PLSA's"**) is available as a component of an SAP MaxAttention Services engagement to customers who are subscribing to SAP's Enterprise Support Schedule to a License Agreement or as a component of a MaxAttention Services engagement. PSLAs are in addition to the Service Level Agreements provided under an Enterprise Support Schedule to a License Agreement of as a component of MaxAttention Services engagement.
SAP Premium 服務層級協議 (以下稱「**PSLA**」或「**PLSA**」) 可提供作為授權合約所附 SAP 的 Enterprise Support 明細表之訂閱客戶的 SAP MaxAttention 服務互動的元件，或作為 MaxAttention 服務互動的元件。PSLA 係附加在依授權合約所附 Enterprise Support 明細表提供之服務層級協議，作為 MaxAttention 服務互動的元件。

2.7.2. The following PSLA commitments will apply to all Customer incidents that SAP accepts as being Priority 2, 3 or 4 (as defined in SAP Note 67739) and which fulfill the prerequisites specified herein, for the Customer installation, SID, and system number combinations specified in the SAP MaxAttention for on-premises solutions Scope Document to an Order Form. Such PSLAs will commence in the first full Calendar Quarter following execution of the Order Form.
對於訂購單中 SAP MaxAttention (適用於內部部署解決方案) 範圍文件所列之客戶安裝、SID 和系統號碼組合，下列 PSLA 承諾將適用於所有 SAP 接受設為優先順序 2、3 或 4 (定義詳見 SAP 註記 67739) 並符合本文所載先決條件的客戶事件。此等 PSLA 將於簽署訂購單後的第一個完整日曆季度開始生效。

2.7.2.1. PSLA for Initial Response Times:
初始回應時間的 PSLA：

a) Priority 2 Incidents ("High"): SAP shall respond to Priority 2 incidents within 2 hours of SAP's receipt (24 hours a day, 7 days a week) 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.
優先順序 2 事件 (以下稱「高」)：SAP 應於接獲 (全天候全年無休) 優先順序 2 事件後 2 小時內回應此類優先順序 2 事件。若正常業務交易受到嚴重影響，並使必要作業無法正常運作，則該事件應判定為優先順序 2。此類情況發生的原因，在於執行前述交易及/或工作所需功能發生錯誤或無法操作。

b) Priority 3 Incidents ("Medium"): SAP shall respond to Priority 3 incidents within 4 hours of SAP's receipt during Local Office Time of such Priority 3 incidents. An incident is assigned Priority 3 if normal business transactions are affected. The problem is caused by incorrect or inoperable functions that are required to perform such transactions.
優先順序 3 事件 (以下稱「中」)：SAP 應於當地上班時間內接獲優先順序 3 事件後 4 小時內回應此類優先順序 3 事件。如果正常業務交易受到影響，此事件應判定為優先順序 3。問題在於執行前述交易所需功能發生錯誤或無法操作。

c) Priority 4 Incidents ("Low"): SAP shall respond to Priority 4 incidents within 8 hours of SAP's receipt during Local Office Time of such Priority 4 incidents. An incident is assigned Priority 4 if the problem has few or no effects on normal business transactions. The problem is caused by incorrect or inoperable functions that are not required daily or are rarely used.
優先順序 4 事件 (以下稱「低」)：SAP 應於當地上班時間內接獲優先順序 4 事件後 8 小時內回應此類優先順序 4 事件。若事件對正常業務交易造成極少或根本無影響，則該事件應判定為優先順序 4。問題在於功能發生錯誤或無法操作，惟該功能無須每天使用或很少使用。

2.7.2.2. PSLA for Corrective Action Response Time for Priority 2 Incidents
優先順序 2 事件的更正動作回應時間 PSLA

SAP shall provide a solution, work around or action plan for resolution (**"Corrective Action"**) for Priority 2 incidents within 3 business days of SAP's receipt during Local Office Time of such Priority 2 incident (**"PSLA for Corrective Action for Priority 2"**).

SAP 於當地上班時間內接獲客戶的優先順序 2 事件後，應於 3 個工作日內針對此等優先順序 2 事件提供解決方案、因應措施或解決方案的作業計劃 (以下稱**「更正動作」**) (以下稱**「優先順序 2 的更正動作 PSLA」**)。

2.7.2.3. If an action plan is submitted as a Corrective Action, such action plan will include:
若作業計劃係提交為更正動作，此等作業計劃將包括：

a) status of the resolution process;
解決流程的狀態；

b) planned next steps, including identifying responsible SAP resources;
所規劃之後續步驟，包括指明負責之 SAP 資源；

c) required Customer actions to support the resolution process;
需要客戶動作以支援解決流程；

d) to the extent possible, planned dates for SAP's actions; and
在可能之限度內，SAP 行動預定之日期；及

e) date and time for next status update from SAP. Subsequent status updates will include a summary of the actions undertaken so far; planned next steps; and date and time for next status update.
SAP 進行下次狀態更新的日期和時間。後續的狀態更新將包括到目前為止所採取行動之摘要、所規劃的後續步驟，以及下一次狀態更新的日期和時間。

2.7.2.4. The PSLA for Corrective Action Response Time for Priority 2 Incidents 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:
針對優先順序 2 事件的更正動作回應時間 PSLA 僅表示在 SAP 處理事件時的處理時間部份 (以下稱**「處理時間」**)。處理時間不包括事件狀態為「客戶動作」或「SAP 提議解決方案」的時間，其中：

a) the status **"Customer Action"** means the incident was handed over to Customer; and
「客戶動作」狀態係指已將事件交回給客戶；以及

b) the status **"SAP Proposed Solution"** means SAP has provided a Corrective Action as outlined herein.
「SAP 建議解決方案」狀態係指 SAP 已提供本文所述的更正動作。

2.7.2.5. The PSLAs for Corrective Action for Priority 2 incidents will be deemed met if within 3 business days of processing time for Priority 2 incidents: SAP proposes a solution, a workaround, or an action plan; or if Customer agrees to reduce the priority level of the incident.
若優先順序 2 事件的處理時間在 3 個工作日內進行：SAP 提議解決方法、因應措施或作業計劃；或若客戶同意降低事件的優先順序，則視為已符合優先順序 2 事件的更正動作 PSLA。

2.7.3. Prerequisites
先決條件

2.7.3.1. The PSLAs will only apply when the following prerequisites are met for incidents:
PSLA 僅在事件符合下列先決條件時，方可適用：

a) in all cases, except for Root Cause Analysis for Custom Code under Section 2.6 above, incidents are related to releases of SAP Software which are classified by SAP with the shipment status "unrestricted shipment";
行版本有關，且 SAP 將其出貨狀態歸類為「不受限制的出貨」；

b) incidents are submitted by Customer in English via the SAP Solution Manager Enterprise Edition in accordance with SAP's then current incident handling 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; and
事件應由客戶透過 SAP Solution Manager (企業版) 並依 SAP 當時事件處理登錄程序以英文提交，前開程序包含 SAP 對報告事件採取行動所需的相關詳細資訊 (如 SAP 註記 16018 或未來將替代 SAP 註記 16018 的任何 SAP 註記所載)；以及

c) incidents are related to a product release of SAP Software which falls into Mainstream Maintenance or Extended Maintenance.
事件應落在主要維護或延伸維護之範圍內，並與 SAP 軟體的產品發行版本有關。

2.7.3.2. For Priority 2 incidents, the following additional prerequisites must be fulfilled by Customer:
對於優先順序 2 事件，客戶必須滿足下列額外的先決條件：

a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue;
對於問題及其營業上之影響，已作出充份詳細之描述，足以讓 SAP 評估該問題者。

b) Customer makes available for communications with SAP, 24 hours a day, 7 days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 2 incident consistent with Customer's obligations hereunder; and
客戶可隨時 (全天候全年無休) 由其經充份培訓且具備充份知識的聯絡人，使用英文與 SAP 進行溝通，以便在解決優先順序 2 事件上，提供與客戶在本文件下所訂義務相符的協助；且

c) Customer contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.
為開啟系統的遠端連線，已提供客戶聯絡人並提供必要登入資料予 SAP。

2.7.4. Exclusions.
除外狀況。

The following types of incidents are excluded from the PSLAs:
下列類型之事件，並不包含在 PSLA 內：

a) incidents regarding a release, version and/or functionalities of SAP Software developed specifically for Customer (including without limitation those developed by SAP or an SAP Affiliate) except for custom code built with the SAP development workbench;
關於專為客戶開發的 SAP 軟體發行版本、版本及/或功能的事件 (包括但不限於：SAP 或 SAP 關係企業開發的發行版本、版本及/或功能)，但使用 SAP 開發工作台開發之自訂程式碼除外；

b) 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 SAP Affiliate;
被識別為合作夥伴的附加元件、增強功能或修改的國家/地區版本相關的事件，應予明確排除，即使這些國家/地區版本係由 SAP 或 SAP 關係企業所建立者，亦同；

c) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request; and
事件的根本原因並非故障，而屬功能缺失 (以下稱「開發請求」) 或事件可歸因於諮詢請求；以及

d) all incidents regarding third-party products made available by SAP.
SAP 所提供第三方產品的所有相關事件。

2.7.5. Service Level Credit
服務層級抵扣

2.7.5.1. SAP shall be deemed to have met its obligations pursuant to the PSLAs as stated above by reacting within the allowed time frames in 95% of the aggregate cases for all PSLAs within a Calendar Quarter. If Customer submits less than 20 incidents (in the aggregate for all PSLAs) pursuant to the PSLAs stated above in any Calendar Quarter during the MaxAttention Services Term, SAP shall be deemed to have met its obligations pursuant to the PSLAs stated above if SAP has not exceeded the stated PSLA time-frame in more than one incident during the applicable Calendar Quarter.
若 SAP 就日曆季度內之所有 PSLA，於允許的時間範圍內針對 95% 的彙總情況作出回應，即應視為 SAP 已依上述 PSLA 規定履行其義務。若客戶依上述 PSLA 規定於 MaxAttention 服務期間之任何日曆季度內 (針對所有 PSLA 之彙總情況) 所提交的事件少於 20 件，應視為 SAP 已依上述 PSLA 規定履行其義務，前提是 SAP 於適當日曆季度期間針對多次事件作出回應的時間，均未超過上述 PSLA 時間範圍。

2.7.5.2. Subject to Section 2.7.5.1 above, if timeframes for the PSLA's are not met (each a **"PSLA Failure"**), the following rules and procedures will apply:

依上開第 2.7.5.1 條之規定，若不符合 PSLA 之時間範圍 (以下分別稱「**PSLA 失敗狀況**」)，則應適用下列規則與程序：

a) Customer shall inform SAP in writing of any alleged PSLA Failure;
客戶應以書面通知 SAP 任何其所聲稱之 PSLA 失敗狀況；

b) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Customer's claim;
SAP 應調查此類索賠，並提供可證明或推翻客戶索賠正確性的書面報告；

c) Customer shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the PSLAs;
客戶應盡力向 SAP 提供合理協助，以更正任何妨礙 SAP 遵守 PSLA 規定的問題或程序；

d) subject to this Section 2.7.5, if based on the report, a PSLA Failure is proved, SAP shall apply a Premium Service Level Credit (**"PSLC"**) to Customer's next MaxAttention Service Fee invoice equal to 0.25% of Customer's MaxAttention Service Fee for the applicable Calendar Quarter for each PSLA Failure reported and proved, subject to a maximum PSLC cap per Calendar Quarter of 5% of Customer's MaxAttention Service Fee for such Calendar Quarter;
依本文第 2.7.5 條之規定，若報告可證明 PSLA 失敗狀況，SAP 應對客戶下一次的 MaxAttention 費用發票提供 Premium 服務層級抵扣 (以下稱「**PSLC**」)，對於所有經過報告與證明的 PSLA 失敗狀況，客戶均可於適當之日曆季度內抵扣其相當於客戶的 MaxAttention 服務費用的 0.25%，惟仍應遵守各日曆季度之 PSLC 上限規定，亦即客戶於該等日曆季度內最多可抵扣 MaxAttention 服務費用的 5%；

e) Customer shall notify SAP of any PSLCs within 1 month after the end of a Calendar Quarter in which a PSLA Failure occurs;
客戶應負責於發生 PSLA 失敗狀況之日曆季度結束後 1 個月內，將所有 PSLC 通知 SAP。

f) No PSLC(s) will be applied unless notice of Customer's well-founded claim for PSLC(s) is received by SAP in writing; and
SAP 將不會支付任何 PSLC，除非其收到客戶對 PSLC 提出合理索賠之書面通知；以及

g) The PSLC stated in this Section 2.7.5.2 is Customer's sole and exclusive remedy with respect to any alleged or actual PSLA Failure.
第 2.7.5.2 條所述之 PSLC 為對客戶就任何聲稱或實際 PSLA 失敗狀況之唯一、專屬救濟。

2.8. SAP Accelerated Incident Management ("AIM") Services
SAP Accelerated Incident Management (以下稱「AIM」) 服務

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 Customer 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 6 weeks after execution of the Order Form.
SAP 將於當地時間星期一至星期五上午 8:30 至下午 5:30，提供存取 SAP 支援組織內具名聯絡人 (以下稱「**SAP 事故管理員**」)，但若雙方當事人另以書面約定支援客戶最佳化適用之 SAP 支援合約中所定義的優先順序 1 和優先順序 2 事件之處理，則不在此限。SAP 事故管理員之指派將於簽署訂購單後 6 週內進行。

2.8.2. The SAP Incident Manager provides:
SAP 事故管理員提供：

a) incident activity and status monitoring for Priority 1 and Priority 2 incidents;
優先順序 1 和優先順序 2 事件的事件活動和狀態監控；

b) trend reporting of Customer's incident situation on all incident priorities of selected systems;
針對已選定之系統的所有事件優先順序的客戶事件情況之趨勢報告；

c) incident management process empowerment session(s); and
事件管理程序授能工作階段；以及

d) periodic remote meetings with Customer to review the status of Customer incidents.
與客戶定期進行的遠端會議，以審查客戶事件的狀態。

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 Customer designated management contact (**"Customer Contact"**) with Priority 1 incidents. Assignment of a critical situation manager will occur approximately 1 hour following Customer's request documented in a Priority 1 incident. The assigned critical situation manager will be available to Customer's Contact and will remain engaged until the earliest of the following:
此外，SAP 將提供一名 SAP 支援組織內的重大情況管理員，負責遠端協調和/或協助客戶所指定的執行管理聯絡人 (以下稱**「客戶聯絡人」**) 處理優先順序 1 事件。重大情況管理員的指派將於客戶針對優先排序 1 事件中提出要求後大約 1 小時內完成。客戶聯絡人將能使用指派的重大情況管理員，且其任期將持續至出現下列情況為止 (以最早發生者為準)：

a) resolution or workaround of the Priority 1 incident;
優先順序 1 事件的解決方案或暫時性解決方案；

b) reduction of the incident priority level to a priority level other than Priority 1; or
事件優先順序層級降低至非優先順序 1 的其他優先順序層級；或

c) agreement of the parties to disengage the assigned SAP individual.
雙方當事人一致同意解除對 SAP 指派人員的指派。

2.8.4. AIM Services will only apply to incidents related to a product release of SAP Software which falls into Mainstream Maintenance or Extended Maintenance.
AIM 服務將僅適用於落在主要維護或延伸維護之範圍內，並與 SAP 軟體的產品發行版本相關的事件。

2.8.5. AIM Services will be provided solely for the select Customer installation, SID, and system number combinations specified in the SAP MaxAttention for on-premises solutions Scope Document to an Order Form.
AIM 服務之提供，將僅適用於訂購單的 SAP MaxAttention (適用於內部部署解決方案) 範圍文件中所指定之選取的客戶安裝、SID 和系統號碼組合。

2.8.6. Customer may designate up to 3 qualified English-speaking contacts (**"Customer AIM Contact(s)"**) and shall provide contact details (in particular, e-mail address and telephone number) by means of which the Customer AIM Contact can be contacted. AIM Services will be delivered exclusively to the assigned Customer AIM Contact(s).
客戶 AIM 聯絡人之聯絡人詳細資訊 (尤其是電子郵件地址和電話號碼)。AIM 服務將僅交付予指定的客戶 AIM 聯絡人。

2.8.7. As preparation for delivery of AIM Services, Customer's AIM Contacts and the assigned SAP Incident Manager will jointly perform 1 initial remote set-up meeting.
在準備交付 AIM 服務時，客戶的 AIM 聯絡人及指派的 SAP 事故管理員應共同召開 1 場初始遠端設定會議。

3. Engagement Management
互動管理

3.1. Each party shall designate an Engagement Manager. SAP's Engagement Manager will be the assigned LTQM. Customer's Engagement Manager will be English speaking and empowered to make necessary decisions for Customer or bring about such decision without undue delay. Such Engagement Managers shall cooperate closely with each other to administer the terms of the Agreement. MaxAttention Services performed by the assigned SAP resources will be coordinated with Customer's Engagement Manager.
各方當事人應指派互動經理。SAP 的互動經理將成為受指派的 LTQM。客戶的互動經理應通曉英語，且有權代表客戶做出必要決策，或避免不當延誤是類決策之實行。此等互動經理應彼此密切合作管理合約條款。由指派的 SAP 資源所履行的 MaxAttention 服務均應與客戶的互動經理進行協調。

3.2. In addition, the parties shall conduct regular executive meetings during the term of MaxAttention 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 MaxAttention Services based on the

then current MaxAttention 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，各方當事人應在 MaxAttention 服務期間定期舉行主管會議 (以下稱「**主管會議**」)。是類主管會議每季將至少舉行一次，會議時間與日期則由各方共同約定。是類主管會議之目的在於根據最新的 MaxAttention 服務狀態檢閱、討論與共同商定為達成 MaxAttention 服務之目的是否需要採取進一步措施。每次會議將提出關鍵焦點領域的進度狀態報告，包括但不限於下列內容：

a) An evaluation of progress under the MaxAttention Services program compared to the agreed to key focus areas, KPI's and the MaxAttention Services engagement plan;
依 MaxAttention 服務計畫進行進度評估，並將評估結果與商定關鍵焦點領域、KPI 和 MaxAttention 服務互動計畫進行比較；

b) Identification of risks and/or delays that may jeopardize the performance of Customer's SAP Software solution including risk mitigation recommendations;
識別可能降低客戶 SAP 軟體解決方案效能的風險和/或延誤情況，包括風險減緩建議；

c) Implementation of recommendations;
建議實作；

d) Discussion of open issues and any change requests from either party; and
針對未決問題與任一方當事人提出之變更請求進行討論；以及

e) Relevant details regarding project organization and planning.
專案組織與規劃之相關詳細資料。

A meeting report will be prepared by SAP's Engagement Manager and forwarded to Customer's Engagement Manager for verification. If Customer's Engagement Manager does not contest the report in writing within 30 working days of receiving such report by providing specific report change requests, the report will be deemed confirmed by Customer. The parties shall cooperate in good faith to resolve any report change requests and issue final versions for approval and acceptance.
會議報告將由 SAP 互動經理負責準備，再轉寄給客戶的互動經理進行驗證。若客戶的互動經理並未在收到該等報告後 30 個工作日內以書面方式提出質疑，並提供具體的報告變更請求，則將視為客戶已確認該報告。雙方當事人應以誠信態度合作解決任何報告變更請求，並發行最終版本以便核准與驗收。

3.3. SAP Cloud Governance
SAP Cloud 管理

If Customer has subscribed to SAP Advanced Success Plan and/or SAP Max Success Plan, the Success Expert(s) will be included into the MaxAttention 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 MaxAttention Services and for so long as Customer continues to subscribe to SAP Advanced Success Plan and/or SAP Max Success Plan.
若客戶已訂閱 SAP Advanced Success Plan 及/或 SAP Max Success Plan，在 MaxAttention 服務期間內會將成功專家納入本文第 3 條中所述之 MaxAttention 服務互動管理治理中 [亦即，參與主管會議、與指定的互動經理協調活動，前提是客戶持續訂閱 SAP Advanced Success Plan 及/或 SAP Max Success Plan。

3.4. The cooperation of any Customer's third-party consulting partner(s) (**"Customer Partner"**) is critical to the success of the individual MaxAttention Service engagements. Customer shall ensure that such Customer Partner will comply with Customer's responsibilities, this MSD and any SAP MaxAttention for on-premises solutions 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 MSD and any SAP MaxAttention for on-premises solutions Scope Document to an Order Form.
任何客戶的第三方諮詢合作夥伴 (以下稱「**客戶合作夥伴**」) 之合作關係對個別 MaxAttention 服務互動能否成功至關重要。客戶應確保該等客戶合作夥伴應遵守客戶的責任、本 MSD 和訂購單的任何 SAP MaxAttention (適用於內部部署解決方案) 範圍文件之規定，且為使針對 SAP 依本 MSD 和訂購單中任何 SAP MaxAttention (適用於內部部署解決方案) 範圍文件之規定履行其義務，應於 SAP 提出合理要求時與其合作。

4. Customer Requirements
客戶需求

To receive MaxAttention Services under an Order Form, Customer must:
若要依訂購單接收 MaxAttention 服務，客戶必須：

a) continue to pay all support fees (i.e., Enterprise Support Fees, or Product Support for Large Enterprises Fees) under the License Agreement for SAP Software;
依 SAP 軟體授權合約繼續支付所有支援費用 (亦即：Enterprise Support 費用或 Product Support for Large Enterprises 費用)；

b) otherwise fulfill its obligations under the License Agreement for SAP Software, GTC, the Order Form, and the SAP MaxAttention for on-premises solutions Scope Document; and
依 SAP 軟體授權合約、GTC、訂購單與 SAP MaxAttention (適用於內部部署解決方案) 範圍文件另行履行其義務；以及

c) provide remote connectivity and data access in accordance with the Support Schedule.
客戶依照支援明細表之規定提供遠端連線及資料存取。

5. General Provisions
一般條款

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.
指派的內嵌資源應有權享受其與 SAP 或其他 SAP 關係企業所簽署之僱傭合約中所規定的正常年假。

5.2. To ensure efficient communication, the language for the delivery of MaxAttention Services will be English. Relevant information related to the individual MaxAttention Services will be provided to the SAP resources in English.
所涉及之相關資訊將以英文提供給 SAP 資源。

5.3. The assigned SAP resources (including the assigned Embedded Resources) may occasionally perform MaxAttention Services activities hereunder from an SAP office.
指派的 SAP 資源 (包括指派的內嵌資源) 可能會不定期地在 SAP 辦公室執行本文中的 MaxAttention 服務活動。

5.4. The scope of MaxAttention Services offered by SAP may be changed annually by SAP at any time upon 90 days prior written notice to reflect the continuing development of SAP Software and technical advances and provided such changes in the scope of MaxAttention Services are applied to similarly situated SAP customers subscribing to MaxAttention Services in the territory as defined in the applicable SAP License Agreement for SAP Software. If SAP exercises its option to change the scope in accordance with this Section 5.4, and such changes are not acceptable to Customer, Customer is entitled to terminate the SAP MaxAttention for on-premises solutions Scope Document(s) to any Order Form(s) affected by such scope change(s) with effect at the expiration of this 90 day period. If Customer does not terminate within such period, the changes are deemed to be accepted by Customer.
SAP 得隨時提前 90 日發出書面通知，對其所提供之 MaxAttention 服務範圍進行年度變更，以反映 SAP 軟體的持續開發與技術改進，但前提是對 MaxAttention 服務範圍進行之是類變更，將依適用之 SAP 軟體 SAP 授權合約中的定義，適用於地區中所在地點相似並訂閱 MaxAttention 服務的 SAP 客戶。當 SAP 選擇依第 5.4 條規定變更範圍時，若客戶無法接受該等變更，其有權在本 90 日期間屆滿時，終止受此等範圍變更生效所影響之任何訂購單的 SAP MaxAttention (適用於內部部署解決方案) 範圍文件。若客戶未在該期間內終止，相關變更則視為已為客戶所接受。

5.5. MaxAttention Services will terminate effective the same date as:
MaxAttention 服務將自下列相同日期起終止生效：

a) any termination of the Support Schedule under the License Agreement for SAP Software; or
依據 SAP 軟體授權合約規定終止支援明細表時；或

b) any Customer change in its SAP support (i.e., SAP Enterprise Support or SAP Product Support for Large Enterprises) subscription to SAP Standard Support.
訂閱 SAP Standard Support.所獲 SAP 支援 (亦即 SAP Enterprise Support 或 SAP Product Support for Large Enterprises) 中發生任一客戶變更時。