SAP MaxAttention for on-premises solutions Service Description ("MSD")

面向本地部署解决方案的 SAP MaxAttention 服务说明（以下简称"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.

面向本地部署解决方案的 SAP MaxAttention 服务可现场和/或远程提供专家支持，协助客户 MaxAttention 项目的规划、治理、分析和甄别潜在的业务改进机会并提供创新技术和解决方案架构的路线图和建议，推动持续改进客户业务线范围内的业务和/或协助客户协同和运维其 SAP 本地部署解决方案架构，为转型、实施、升级以及运营和创新项目提供支持。

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 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.

"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 服务水平协议和/或 SAP 高级服务水平协议而言，双方可约定由一家 SAP 关联企业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 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 Customer's internal business operations and where Customer's data is recorded.

"生产系统"是指用于管理客户的内部业务运营及记录客户数据的 SAP 生产系统。

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 for SAP Software.

"支持协议"是指软件许可协议附带的 SAP 支持服务协议（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]），此协议对 SAP 软件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 Customer in accordance with SAP standards which:

"首要问题"是指由 SAP 和客户根据 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：

a) endanger Go-Live of a pre-production system; or
危及预生产系统上线；或

b) have a significant business impact on a Production System.
对生产系统具有重大业务影响。

2. SAP MAXATTENTION SERVICES

SAP MAXATTENTION 服务

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 只交付引用本 MSD 的订购单所附带的面向本地部署解决方案的 SAP MaxAttention 服务范围文档中指定的面向本地部署解决方案的 SAP MaxAttention 服务（以下简称**"MaxAttention 服务"**）。SAP MaxAttention 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 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.

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面向本地部署解决方案的 SAP MaxAttention 服务范围文档中予以确定。此类嵌入式资源将在订购单之面向本地部署解决方案的 SAP MaxAttention 服务范围文档指定的所有 MaxAttention 服务期限内，为每个指派的嵌入式资源在每个时间段（以下简称**"期间"**）分配的天数配额（以下简称**"嵌入式资源配额"**）的正常工作时间内，于客户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. 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:

根据角色的不同，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：

2.1.2.1. SAP Lead Technical Quality Manager **("LTQM")** activities:

SAP 技术质量主管经理（以下简称**"LTQM"**）的活动：

a) Understand Customer's SAP Software solution, business processes, and strategic direction
了解客户的 SAP 软件解决方案、业务流程和战略方向

b) Provide strategic advice, guidance, and assistance in the following areas:
在以下领域提供战略性建议、指导与协助：

- Technical risk management/program management of complex Customer Software implementation, upgrade, and transformation projects
客户复杂的软件实施、升级与转型项目的技术风险管理/项目管理
- SAP release & upgrade strategy that is aligned with Customer's information technology (IT) strategy
与客户信息技术（IT）战略一致的 SAP 版本与升级策略

- Identification of areas for potential reduction in Customer's total cost of operations and potential for the optimization (i.e., continuous improvement) of Customer's SAP Software

  发现有可能降低客户运营总成本的领域，以及客户的 SAP 软件的潜在优化机会（即持续改进）

c) 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

d) Develop and maintain mutually agreed Customer-specific MaxAttention Services engagement plans

   制定和维护双方约定的客户特定的 MaxAttention 服务项目计划

e) Facilitate the performance of the MaxAttention Services engagement plan including the coordination of individual service deliveries and SAP resource staffing

   促进 MaxAttention 服务项目计划的执行，包括协调服务交付和 SAP 资源配备

f) Assist Customer in defining monitoring requirements and strategy for key operations processes running on SAP Software

   协助客户针对在 SAP 软件上运行的关键运营流程明确监控要求和策略

g) Assist Customer in coordinating, tracking, and reporting SAP technical risk mitigation and Top-Issues at Customer's executive level

   协助客户协调、跟踪并向客户高管层汇报 SAP 技术风险规避计划和首要问题

2.1.2.2. SAP Technical Quality Manager (**"TQM"**) activities:

SAP 技术质量经理（以下简称**"TQM"**）的活动：

a) 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, Customer support processes and use of SAP support tools (e.g., SAP Note Assistant, SAP Notes Search and SAP Solution Manager Enterprise Edition)

  SAP 支持要求、客户支持流程和使用 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

  集成式端到端应用程序生命周期管理

- Integration validation of complex Customer solutions

  复杂客户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

- Accelerated innovation for custom built solutions and rapid prototyping

  加速定制解决方案和快速原型验证的创新

- 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

b) Track Customer's implementation of SAP's recommendations and action plans resulting from the delivery of SAP Expert Services hereunder

   跟踪客户对 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

c) Provide periodic status and risk reporting at Customer's project management level

向客户的项目管理层提供定期状态更新和风险报告

d) Manage quality gates for selected focus area projects

管理选定的重点领域项目的质量检验关

2.1.2.3. SAP Enterprise Architect (**"EA"**) activities:

SAP 企业架构师（以下简称**"EA"**）的活动：

a) Understand Customer's SAP Software solution, business processes and strategic direction to assist Customer in developing a to-be architecture design

了解客户的 SAP 软件解决方案、业务流程和战略方向，协助客户开发未来架构设计

b) Align the Customer's architectural strategy and roadmaps with the SAP solutions and platforms strategy

确保客户的架构战略和路线图与 SAP 解决方案和平台战略保持一致

c) Provides advice, guidance, and assistance in the following areas

在以下领域提供战略性建议、指导与协助

- Architecture for key programs

  关键计划架构

- Documentation of system landscape including solution, application, data, and integration architecture

  系统架构文档，包括解决方案、应用程序、数据和集成架构

- Customer's establishment of an architecture governance board

  客户建立架构治理委员会

d) Support LTQM to facilitate, where appropriate, the performance of SAP Expert Services including the coordination of individual service deliveries and SAP resource staffing

支持 LTQM 在适当的情况下协助执行 SAP 专家服务，包括协调服务交付和 SAP 资源配备

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

协助客户协调、跟踪和报告 SAP 架构障碍、痛点和风险缓解计划

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 嵌入式服务应与客户项目经理进行协调。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 (**"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 应在 SAP 和客户在约定的 MaxAttention 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），针对订购单之面向本地部署解决方案的 SAP MaxAttention 服务范围文档所指定的 MaxAttention 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 SAP 专家服务（以下简称**"SAP 专家服务"**）。

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.

在专家服务配额内，客户有权从 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 当前面向本地部署解决方案的 SAP 专家服务的列表，请参见： 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.

若要安排 SAP 专家服务，客户应联系指派的 LTQM 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 应根据客户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。如客户在 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 可从客户的专家服务配额中扣除已提供的服务天数。

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:

客户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。此类客户项目团队应配有客户的 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，需要客户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：

a) agree upon a more formal agenda for the SAP Expert Service;
就 SAP 专家服务约定更正式的日程安排；

b) the required involvement of Customer's project team members; and
要求客户的项目团队成员参与；以及

c) identify any prerequisite SAP Software for the performance of the SAP Expert Service.
确定执行 SAP 专家服务必须具备的任何 SAP 软件。

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 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 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，满足客户的短期至中期（最多十（10）个 EoD 日）任务需求。这些任务用于解决由于技术上较为复杂，而超出了客户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、客户的 SAP 软件系统的细微配置变更、有关 SAP 软件的知识传授以及类似任务。EoD 服务不包括响应客户事件，因为此类内容已涵盖于 SAP 软件许可协议的支持协议中。

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 服务应在订购单之面向本地部署解决方案的 SAP MaxAttention 服务范围文档中指定的 MaxAttention 服务期限内的每个期间的 EoD 天数配额（以下简称**"EoD 配额"**）的正常工作时间内提供。

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.

要使用 EoD 服务，客户应通过 SAP 支持基础架构用英语提交支持工单，说明客户请求 SAP 协助的 EoD 任务和支持信息（以下简称**"EoD 任务"**）。SAP 随后应对客户的 EoD 任务请求进行分析。如果请求根据本节（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 可以拒绝客户提交的此类 EoD 任务。若 SAP 能够实现 EoD 任务，SAP 应向客户提交完成 EoD 任务的行动计划。如客户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）。客户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。

2.3.4. 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 应采取商业上合理的努力履行客户提交的 EoD 任务请求，但 SAP 并不保证能够或将要履行客户提交的每项 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，则应通知客户。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 应向客户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 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 随时候召服务支持客户远程联系 SAP 支持组织内的联系人，应请求为客户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面向本地部署解决方案的 SAP MaxAttention 服务范围文档中指定的 MaxAttention 服务期限内的每个期间的 SAP 随时候召服务期间配额（以下简称**"随时候召配额"**）内提供。

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

一个 SAP 随时候召服务期间是指：

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

客户当地时区周一至周日，早上 8 点开始，同一天晚上 8 点结束；或

b) Monday to Sunday starting 20:00 and ending 08:00 the following day in Customer's local time zone.

客户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 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.

要安排 SAP 随时候召服务，客户应向 LTQM 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 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.

SAP 服务水平协议作为 SAP MaxAttention 服务项目的组成部分，向订阅了 SAP Product Support for Large Enterprises [大型企业产品支持]（以下简称**"PSLE"**）支持协议的客户提供。依据合同条款，与 SAP 签订了 SAP Enterprise Support [企业支持]合同的客户会收到服务水平协议。

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.

对于订购单之面向本地部署解决方案的 SAP MaxAttention 服务范围文档中指定的客户安装、系统 ID（以下简称**"SID"**）和系统编号组合，以下服务水平协议（以下简称**"SLA"**）承诺适用于 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客户事件。此类 SLA 将于签订订购单后的第一个完整日历季度开始实行。

2.5.2.1. SLA for Initial Response Times:

针对初始响应时间的 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.

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。第一优先级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 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。

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。

2.5.2.2. SLA for Corrective Action Response Time for Priority 1 Incidents

第一优先级事件的纠正措施响应时间的 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 应在收到（24X7 全天候）客户的第一优先级事件的四（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（以下简称**“纠正措施”**）。

2.5.2.3. If an action plan is submitted to Customer as a Corrective Action, such action plan will include:

将行动计划作为纠正措施提交给客户的，此类行动计划应包括：

a) status of the resolution process;

解决过程的状态；

b) planned next steps, including identifying responsible SAP resources;

后续行动计划，包括确定 SAP 的负责人；

c) required Customer actions to support the resolution process;

客户为支持解决流程所需采取的行动；

d) to the extent possible, planned dates for SAP’s actions; and

在可行范围内制定的 SAP 计划行动日期，以及

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 下一次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。

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:

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) the status **“Customer Action”** means the incident was handed over to Customer; and

“客户行动”状态表示事件已经移交给客户；

b) the status **“SAP Proposed Solution”** means SAP has provided a Corrective Action as outlined herein.

“SAP 提议解决方案”状态是指 SAP 已按本文规定提供了纠正措施。

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.

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，或客户同意降低事件的优先等级，则应视为已符合纠正措施的 SLA。

2.5.3. Prerequisites

前提条件

2.5.3.1. The SLAs will only apply when the following prerequisites are met for all incidents:

仅在所有事件满足以下前提条件的情况下方能适用 SLA：

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”;

在除以下第 2.6 节的“自定义代码的根本原因分析”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；

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

事件由客户按照 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）；并且

c) incidents are related to a product release of SAP Software which falls into Mainstream Maintenance or Extended Maintenance.

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。

2.5.3.2. For Priority 1 incidents, the following prerequisites must be fulfilled by Customer:

对于第一优先级事件，客户必须满足以下前提条件：

a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue;

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) 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

客户安排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客户义务协助处理第一优先级事件；并且

c) a Customer contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

客户安排联系人与系统建立远程连接，并向 SAP 提供必需的登录数据。

2.5.4. Exclusions

排除情况

The following types of Priority 1 incidents are excluded from the SLAs:

以下类型的第一优先级事件不包含在 SLA 范围内：

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;

与专门为客户开发的软件（包括但不限于由 SAP 和/或 SAP 关联企业开发的软件）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；

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

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；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 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.

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。当客户依据上述 SLA，在 MaxAttention 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，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, if the timeframes for the SLA's are not met (each a **"SLA Failure"**), the following rules and procedures will apply:

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：

a) Customer shall inform SAP in writing of any alleged SLA Failure;

客户应书面通知 SAP 所有宣称的 SLA 违约；

b) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Customer's claim;

SAP 应对任何此类索赔展开调查，并提供书面报告，证实或反驳客户索赔的合理性；

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;

客户应对 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；

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;

本节（第 2.5.5 节）规定，如报告证实属于 SLA 违约，则 SAP 将对客户的下一张 MaxAttention 服务费用发票应用服务水平抵免（以下简称**"SLC"**），该费用相当于客户针对每次经报告且证实的 SLA 违约所在的日历季度缴纳的 MaxAttention 费用的百分之零点二五（0.25%），且不超过每日历季度的 SLC 限额，即客户在该日历季度内的 MaxAttention 服务费用的百分之五（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;

客户应在发生 SLA 违约的日历季度结束后的一（1）个月内通知 SAP 任何 SLC；

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

除非 SAP 收到客户理由充分的 SLC 索赔书面通知，否则不会提供任何 SLC；并且

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.

本节（第 2.5.5.2 节）所述的 SLC 是客户对任何宣称的或实际的 SLA 违约所能取得的唯一排他性补偿。

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 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.

对于通过 SAP 开发工作台构建的客户自定义代码，SAP 将根据第 2.5.2 节所述的 SLA，对客户依据前述第 2.5.3 节提交的与订购单之面向本地部署解决方案的 SAP MaxAttention 服务范围文档中所列的客户安装、SID 和系统编号组合有关的第一和第二优先级事件，提供关键任务支持根本原因分析，并可能提供事件解决指导。

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).

除前述第 2.5.3 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，客户的自定义代码还必须根据 SAP 届时的标准（详情参见 http://support.sap.com/supportstandards）予以记载。

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.

如果 SAP 确定了可能导致客户自定义代码出现事故和/或故障的根本原因，则应视为 SAP 在处理客户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。

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.

SAP 自定义代码根本原因分析不包括提供适用于客户自定义代码的纠正措施、应急措施或事件解决方案，无论客户的自定义代码由谁创建。

2.7. SAP Premium Service Level Agreement

SAP 高级服务水平协议

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 高级服务水平协议（以下简称**"PSLA"**）作为 SAP MaxAttention 服务项目的组成部分，向订阅了许可协议之 SAP Enterprise Support [企业支持]协议的客户提供。PSLA 是对许可协议之 SAP Enterprise Support [企业支持]协议中规定的或 MaxAttention 服务项目中包含的服务水平协议的补充。

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.

对于订购单之面向本地部署解决方案的 SAP MaxAttention 服务范围文档中指定的客户安装、SID 和系统编号组合，以下 PSLA 承诺适用于 SAP 接受为第二、第三或第四优先级（详见 SAP 注释 67739）且符合此处指定的前提条件的所有客户事件。此类 PSLA 将于签订订购单后的第一个完整日历季度开始实行。

2.7.2.1. PSLA for Initial Response Times:

针对初始响应时间的 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.

第二优先级事件（"高"）：SAP 应在收到（24X7 全天候）此类第二优先级事件的两（2）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。

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.

第三优先级事件（"中"）：SAP 应在当地办公时间收到此类第三优先级事件的四（4）小时内对其作出响应。第三优先级事件是指在正常业务交易受到影响时发出的事件。这是由执行此类事务所需的功能出现异常或无法运行导致的。

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.

第四优先级事件（"低"）：SAP 应在当地办公时间收到此类第四优先级事件的八（8）小时内对其作出响应。第四优先级事件是指在问题对正常业务交易影响甚微或毫无影响时发出的事件。此类问题是由不经常使用或极少使用的功能异常或无法运行导致的。

2.7.2.2. PSLA for Corrective Action Response Time for Priority 2 Incidents

针对第二优先级事件的纠正措施响应时间的 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 应在当地办公时间收到此类第二优先级事件的三（3）个工作日内提供用于解决问题的解决方案、应急措施或行动计划（以下简称**"纠正措施"**）（以下简称**"针对第二优先级事件的纠正措施的 PSLA"**）。

2.7.2.3. If an action plan is submitted as a Corrective Action, such action plan will include:

将行动计划作为纠正措施提交的，此类行动计划应包括：

a) status of the resolution process;

解决过程的状态；

b) planned next steps, including identifying responsible SAP resources;

后续行动计划，包括确定 SAP 的负责人；

c) required Customer actions to support the resolution process;

客户为支持解决流程所需采取的行动；

d) to the extent possible, planned dates for SAP's actions; and

在可行范围内制定的 SAP 计划行动日期，以及

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 下一次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。

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:

针对第二优先级事件的纠正措施响应时间的 PSLA 仅指事件在 SAP 接受处理时的处理时间（以下简称**"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) the status **"Customer Action"** means the incident was handed over to Customer; and

"客户行动"状态表示事件已经移交给客户；

b) the status **"SAP Proposed Solution"** means SAP has provided a Corrective Action as outlined herein.

"SAP 提议解决方案"状态是指 SAP 已按本文规定提供了纠正措施。

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.

如 SAP 在三（3）个工作日处理时间内针对第二优先级事件提出解决方案、应急措施或行动计划，或客户同意降低事件的优先等级，则应视为已符合针对第二优先级事件的纠正措施的 PSLA。

2.7.3. Prerequisites

前提条件

2.7.3.1. The PSLAs will only apply when the following prerequisites are met for incidents:

仅在事件满足以下前提条件的情况下方能适用 PSLA：

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";

在除上述第 2.6 节的"自定义代码的根本原因分析"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；

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

事件由客户按照 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）；并且

c) incidents are related to a product release of SAP Software which falls into Mainstream Maintenance or Extended Maintenance.

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。

2.7.3.2. For Priority 2 incidents, the following additional prerequisites must be fulfilled by Customer:

对于第二优先级事件，客户还必须满足以下额外的前提条件：

a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue;

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) 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

客户安排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客户义务协助处理第二优先级事件；并且

c) Customer contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

客户安排联系人与系统建立远程连接，并向 SAP 提供必需的登录数据。

2.7.4. Exclusions.

排除情况。

The following types of incidents are excluded from the PSLAs:

以下类型的事件不包含在 PSLA 范围内：

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;

与专门为客户开发的软件（包括但不限于由 SAP 和/或 SAP 关联企业开发的软件）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；

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;

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；

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。

d) all incidents regarding third-party products made available by SAP.

与 SAP 提供的第三方产品有关的所有事件。

2.7.5. Service Level Credit

服务水平抵免

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.

如在一个日历季度内，SAP 在指定的时间框架内对所有 PSLA 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 PSLA 规定的义务。当客户依据上述 PSLA，在 MaxAttention 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 PSLA 的汇总结果）时，如 SAP 在相应日历季度内超出指定 PSLA 时间框架的事件不多于一条，则可视为 SAP 已经履行了上述 PSLA 规定的义务。

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:

依照前述第 2.7.5.1 节的规定，如超出 PSLA 的时间框架（超出一次即**"PSLA 违约"**一次），则以下规则和程序应予以适用：

a) Customer shall inform SAP in writing of any alleged PSLA Failure;

客户将书面通知 SAP 所有其宣称的 PSLA 违约；

b) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Customer's claim;

SAP 应对任何此类索赔展开调查，并提供书面报告，证实或反驳客户索赔的合理性；

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;

客户应对 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 PSLA 的规定；

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;

本节（第 2.7.5 节）规定，如报告证实属于 PSLA 违约，则 SAP 将对客户的下一张 MaxAttention 服务费用发票应用高级服务水平抵免（以下简称**"PSLC"**），该费用相当于客户针对每次经报告且证实的 PSLA 违约所在的日历季度缴纳的 MaxAttention 费用的百分之零点二五（0.25%），且不超过每日历季度的 PSLC 限额，即客户在该日历季度内的 MaxAttention 服务费用的百分之五（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;

客户应在发生 PSLA 违约的日历季度结束后的一（1）个月内通知 SAP 任何 PSLC；

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

除非 SAP 收到客户理由充分的 PSLC 索赔书面通知，否则不会提供任何 PSLC；并且

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.

本节（第2.7.5.2节）所述的PSLC是客户对任何宣称的或实际的PSLA违约所能取得的唯一排他性补偿。

2.8. SAP Accelerated Incident Management ("AIM") Services

SAP 加速事件管理（以下简称"AIM"）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 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 应在 SAP 支持部门内指定一名精通英语的联系人（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），为客户提供支持服务，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:

SAP 事件经理提供：

a) incident activity and status monitoring for Priority 1 and Priority 2 incidents;

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；

b) trend reporting of Customer's incident situation on all incident priorities of selected systems;

针对所选系统的所有优先级的事件，提供客户事件状态的趋势报告；

c) incident management process empowerment session(s); and

事件管理流程授权会议；以及

d) periodic remote meetings with Customer to review the status of Customer incidents.

与客户定期召开远程会议，查看客户事件的状态。

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 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 还会在 SAP 支持部门内安排一名应急经理，远程协调和/或协助客户指定的管理联系人（以下简称**"客户联系人"**）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客户请求后大约一（1）个小时后进行。指派的应急经理将与客户的联系人联系，直到发生以下情况之一（以最早发生者为准）：

a) resolution or workaround of the Priority 1 incident;

解决了第一优先级事件或实施了应急方案；

b) reduction of the incident priority level to a priority level other than Priority 1; or

将事件优先级降至第一优先级以外的级别；或

c) agreement of the parties to disengage the assigned SAP individual.

双方约定解除指派的 SAP 人员。

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 服务仅适用于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 服务仅针对订购单之面向本地部署解决方案的 SAP MaxAttention 服务范围文档中指定的客户安装、SID 和系统编号组合提供。

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).

客户可以指定最多三（3）名精通英语的合格联系人（以下简称**"客户 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客户 AIM 联系人。AIM 服务应仅向指派的客户 AIM 联系人提供。

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.

作为交付 AIM 服务的准备工作，客户的 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。

3. ENGAGEMENT MANAGEMENT

项目管理

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.

各方均应指派一名项目经理。SAP 的项目经理应为指派的 LTQM。客户的项目经理应精通英语，并有权代表客户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 MaxAttention 服务均应与客户的项目经理进行协调。

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，双方应在 MaxAttention 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 MaxAttention 服务状态，审核、讨论并共同约定为实现 MaxAttention 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：

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;

评估在 MaxAttention 服务计划下约定的重点关注方面的进展情况、KPI 和 MaxAttention 服务项目计划；

b) Identification of risks and/or delays that may jeopardize the performance of Customer's SAP Software solution including risk mitigation recommendations;

识别可能会危及客户的 SAP 软件解决方案性能的风险和/或延迟（包括风险规避建议）；

c) Implementation of recommendations;

建议的实施情况；

d) Discussion of open issues and any change requests from either party; and

讨论双方悬而未决的问题以及任何一方提出的变更请求；以及

e) 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 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.

会议报告应由 SAP 项目经理准备，并转发给客户项目经理进行验证。如客户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，则视为客户已确认该报告。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

SAP 云治理

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.

如客户订阅了 Advanced Success Plan[高级成功计划]和/或 Max Success Plan[全面成功计划]，则在 MaxAttention 服务期限内，只要客户继续订阅 Advanced Success Plan[高级成功计划]和/或 Max Success Plan[全面成功计划]，成功专家就应纳入第 3 节所述的 MaxAttention 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 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.

任何客户第三方咨询合作伙伴（以下简称**"客户合作伙伴"**）的协作是 MaxAttention 服务项目成功的关键。客户应确保此类客户合作伙伴遵守客户的责任要求、本 MSD 及订购单之任何面向本地部署解决方案的 SAP MaxAttention 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 MSD 及订购单之任何面向本地部署解决方案的 SAP MaxAttention 服务范围文档下的义务。

4. CUSTOMER REQUIREMENTS

客户需满足的要求

To receive MaxAttention Services under an Order Form, Customer must:

为获得订购单中的 MaxAttention 服务，客户必须：

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;

继续支付 SAP 软件许可协议下的所有支持费用（即：SAP Enterprise Support [企业支持]费用或 SAP Product Support for Large Enterprises [大型企业产品支持]费用）；

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

履行其在 SAP 软件许可协议、GTC、订购单以及面向本地部署解决方案的 SAP MaxAttention 服务范围文档中的其他义务；以及

c) provide remote connectivity and data access in accordance with the Support Schedule.

依据支持协议，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.

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, 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.

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

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 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 MaxAttention 服务活动。

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 提供的 MaxAttention 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 MaxAttention 服务范围的此类变更适用于相关 SAP 软件许可协议所述的地域内的 SAP 客户对 MaxAttention 服务的类似订阅。如 SAP 自行决定根据本 5.4 节的规定变更范围，但客户不接受此类变更，则客户有权终止受此类范围变更影响的任何订购单之面向本地部署解决方案的 SAP MaxAttention 服务范围文档，且终止在所述九十（90）天期限届满后生效。客户未在前述期间内终止的，视为客户接受变更。

5.5. MaxAttention Services will terminate effective the same date as:

MaxAttention 服务应在以下生效之日终止：

a) any termination of the Support Schedule under the License Agreement for SAP Software; or

SAP 软件许可协议之支持协议以任何形式终止；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.

客户以任何形式将其订阅的 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]。