**SAP Value Assurance for on-premises solutions Service Description ("VASD")**

**面向本地部署解决方案的 SAP Value Assurance [价值保证]服务说明（以下简称"VASD"）**

SAP Value Assurance for on-premises solutions is in addition to the services delivered under a Support Schedule and may provide professional expertise, onsite and/or remotely, to assist Customer in its SAP Software implementation project using SAP's implementation guidelines. SAP delivers only the SAP Value Assurance for on-premises solutions services specified in an SAP Value Assurance Support for on-premises solutions Scope Document to an Order Form referencing this Service Description.

面向本地部署解决方案的 SAP Value Assurance [价值保证]支持服务除支持协议中提供的服务外，可能还提供现场和/或远程专家支持，用于在 SAP 软件实施项目中利用 SAP 实施指南为客户提供协助。SAP 只交付引用本服务说明的订购单所附带的面向本地部署解决方案的 SAP Value Assurance [价值保证]支持服务范围文档中指定的面向本地部署解决方案的 SAP Value Assurance [价值保证]支持服务。

The capitalized terms referred 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. **"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。

1.2. **"Support Schedule"** means the schedule to the License Agreement for SAP support (e.g.; SAP Standard Support, SAP Enterprise Support, or SAP Product Support for Large Enterprises) that is in force for the Software licensed under the License Agreement.

**"支持协议"**是指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]），此协议对软件许可协议下许可的软件具有效力。

## 2. SAP VALUE ASSURANCE SERVICES

**SAP VALUE ASSURANCE [价值保证]服务**

SAP Value Assurance for on-premises solutions (**"VA Services"**) currently include the following components:

面向本地部署解决方案的 SAP Value Assurance [价值保证]支持服务（以下简称**"VA 服务"**）目前包含以下服务：

2.1. SAP Embedded Services

SAP 嵌入式服务

2.1.1. SAP delivers SAP Embedded Services as a team of SAP support resources (**"Embedded Resources"**) identified in a VA Services Scope Document to an Order Form performing one or any combination of the activities described below as agreed by the parties. The TQM will be available during Normal Business Hours at the Service Delivery location for the quota of days all specified in a VA Services Scope Document to an Order Form during the VA Services Term (**"TQM Quota"**). The assignment of the TQM will occur within 6 weeks after execution of the Order Form. The TQM Quota does not include any vacation leave by the assigned Embedded Resources.

SAP 以团队的形式提供 SAP 嵌入式服务，团队由订购单之 VA 服务范围文档中指定的按双方约定执行一个或多个下述活动的 SAP 支持资源（以下简称**"嵌入式资源"**）组成。在 VA 服务期限内，针对订购单之 VA 服务范

围文档中规定的所有天数配额（以下简称**“TQM 配额”**），TQM 在服务交付地点的正常工作时间内提供服务。TQM 应在订购单签署后六（6）周内进行指派。TQM 配额不包括指派的嵌入式资源的任何休假。

2.1.2. SAP Technical Quality Manager (**“TQM”**) activities:

SAP 技术质量经理（以下简称**“TQM”**）的活动：

a) Develop and maintain a Customer-specific VA Services engagement plan that is mutually agreeable to the parties

制定并维护双方一致同意的客户特定 VA 服务项目计划

b) Facilitate the execution (i.e. delivery process) of the VA Services engagement plan including the coordination of individual service deliveries and SAP resource staffing process at the project level

推进执行 VA 服务项目计划（即：交付流程），包括协调项目级别的单项服务交付与 SAP 资源人员配备流程

c) 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

d) 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

2.1.3. All SAP Embedded Services will be coordinated with Customer’s Engagement Manager.

所有 SAP 嵌入式服务应与客户项目经理进行协调。

2.2. SAP Expert Services.

SAP 专家服务。

2.2.1. SAP may provide (**“SAP Expert Services”**) as may be determined by SAP and Customer in the agreed to VA Services engagement plan, for the quota of SAP Expert Services days specified in the VA Services Scope Document to an Order Form during the VA Services Term (**“Expert Services Quota”**).

SAP 应在 VA 服务期限内，针对订购单之 VA 服务范围文档中规定的 SAP 专家服务天数配额（以下简称**“专家服务配额”**），提供 SAP 和客户在约定的 VA 服务项目计划中确定的 SAP 专家服务（以下简称**“SAP 专家服务”**）。

2.2.2. Customer may allocate available Expert Services Quota days solely for the SAP Expert Services categories specified in the preceding paragraph. A listing of SAP’s current SAP Expert Services is available at www.sap.com/value-assurance-support-services.

客户只能将可用的专家服务配额天数分配给前一段中规定的 SAP 专家服务类别。SAP 目前提供的 SAP 专家服务的列表请参见 www.sap.com/value-assurance-support-services。

2.2.3. To schedule SAP Expert Services, Customer will contact the assigned TQM or designated SAP 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 TQM 或指定的 SAP 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 agree upon a more formal agenda for the SAP Expert Service and the required involvement of Customer's project team members.

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，项目经理应就 SAP 专家服务和需要参与的客户项目团队成员商定更正式的日程安排。

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 10 person-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; minor configuration changes of Customer's SAP Software system; knowledge transfer on SAP Software and similar tasks. EoD Services do not include:

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）个人工日）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：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：

a) reaction on Customer incidents, as these are covered under the Support Schedule to the License Agreement; or

响应客户事件，因为此类内容已涵盖于许可协议的支持协议中；或

b) non-standard software received from SAP's Custom Development organization.

自 SAP 定制开发部门收到的非标准软件。

2.3.2. EoD Services will be provided during Normal Business Hours for the quota of EoD days specified in a VA Services Scope Document to an Order Form during the VA Services Term ("EoD Quota").

EoD 服务应在 VA 服务期限内，于订购单之 VA 服务范围文档中规定的 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. SAP will 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 hereunder and SAP will have no liability if it cannot or does not fulfill such EoD Task request. SAP will 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 complete such EoD Task, SAP will 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依据本文件提交的每项 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完成该 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 VA Services Term specified in the VA Services 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 VA 服务范围文档中指定的 VA 服务期限内的每个期间的 SAP 随时候召期间配额（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 will make a request in writing to the TQM. The scheduling of SAP On-Call Duty Services is subject to 5 weeks advance notice.

若要安排 SAP 随时候召服务，客户应向 TQM 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。

## 3. ENGAGEMENT MANAGEMENT

**项目管理**

3.1. Each party shall designate an Engagement Manager. SAP's Engagement Manager will be the assigned TQM or designated SAP resource. 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 this VASD and any VA Services Scope Document to an Order Form. All VA 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 的项目经理应该是指派的 TQM 或指定的 SAP 资源。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。这些项目经理之间应紧密合作，共同管理本 VASD 及任何订购单之 VA 服务范围文档中的条款。由指派的 SAP 资源执行的一切 VA 服务均应与客户的项目经理进行协调。

3.2. The parties hereto agree that the cooperation of Customer's third-party consulting partner(s) (**"Customer Partner"**) is critical to the success of individual VA Services engagements. Customer shall ensure that any such Customer Partner(s) will comply with Customer's responsibilities hereunder and shall cooperate with SAP as reasonably requested by SAP in order for SAP to fulfill its obligations hereunder.

双方同意，客户的第三方咨询合作伙伴（以下简称**"客户合作伙伴"**）的协作是各 VA 服务项目成功的关键。客户应确保此类客户合作伙伴遵守本文所述的客户职责，并应根据 SAP 的合理要求与 SAP 合作，以使 SAP 履行本文下的义务。

## 4. CUSTOMER REQUIREMENTS

**客户需满足的要求**

4.1. To receive VA Services under an Order Form, Customer must:

为获得订购单中的 VA 服务，客户必须：

a) continue to pay all support fees (i.e.; Standard Support Fees, Enterprise Support Fees, or Product Support for Large Enterprises Fees) under the License Agreement;

继续支付许可协议下的所有支持费用（即：SAP Standard Support [标准支持]费用、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, GTC, the Order Form, and the VA Services Scope Document; and

履行其在许可协议、GTC、订购单以及 VA 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. Consultants will not provide VA Services hereunder outside Normal Business Hours, on weekends, public holidays, or night shifts unless mutually agreed to in writing by the parties in advance.

顾问不会在正常工作时间之外、周末、公共假日或夜班提供本文规定的 VA 服务，除非双方事先另有书面约定。

5.2. 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。

5.3. To ensure efficient communication, the language for the delivery of VA Services will be English. Relevant information related to the individual VA Services will be provided to the SAP resources in English.

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

5.4. The assigned SAP resources (including the assigned Embedded Resources) may occasionally perform VA 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 VA 服务活动。

5.5. The scope of VA 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 VA Services are applied to similarly situated SAP customers subscribing to VA Services in the territory as defined in the applicable License Agreement. If SAP exercises its option to change the scope in accordance with this Section 5.5, and such changes are not acceptable to Customer, Customer is entitled to terminate a VA Services Scope Document to an Order Form 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 VA 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 VA 服务范围的此类变更适用于相关许可协议所述的地域内的 SAP 客户对 VA 服务的类似订阅。如 SAP 自行决定根据本 5.5 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订购单之 VA 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。