

SAP Value Assurance Support Services Description (“VASSD”)

SAP Value Assurance 支援服務說明 (以下稱「VASSD」)

SAP Value Assurance Support Services are 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 Support Services specified in an SAP Value Assurance Support Services Scope Document to an Order Form referencing this Service Description. SAP Value Assurance Support Services focus on Orchestration and Safeguarding, Planning, and Design.

SAP Value Assurance 支援服務係依支援明細表而提供之附加服務，其得使用 SAP 的建置指導原則在其 SAP 軟體建置專案中，於現場提供專業技術和/或遠程協助客戶。SAP 將僅提供引用此服務說明之訂購單的 SAP Value Assurance 支援服務範圍文件中所指定的 SAP Value Assurance 支援服務。SAP Value Assurance 支援服務著重於編排和保障、規劃和設計。

The capitalized terms referred and not defined herein will have the same meaning as they are defined in the Agreement. 此處所提及但未定義之大寫詞彙將與合約中所賦予之定義相同。

1. DEFINITIONS

名詞定義

- 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。
- 1.2. **“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.
「支援明細表」係指 SAP 軟體授權合約之支援的明細表支援明細表 (亦即 SAP Standard Support、SAP Enterprise Support 或 SAP Product Support for Large Enterprises)，其對依據軟體授權合約取得授權之軟體有效。

2. SAP VALUE ASSURANCE SUPPORT SERVICES

SAP VALUE ASSURANCE 支援服務

SAP Value Assurance Support Services (“VA Services”) currently include the following components:
SAP Value Assurance 支援服務 (以下稱「VA 服務」) 目前包括下列服務組件：

- 2.1. SAP Embedded Support Services
SAP 內嵌支援服務
- 2.1.1. SAP delivers SAP Embedded Support 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 提供 SAP 內嵌支援服務，其係以訂購單的 VA 服務範圍文件中所列載之 SAP 支援資源團隊 (以下稱「內嵌資源」) 形式提供，負責執行雙方當事人所商定的下述一項或任意組合活動。在服務交付地點的正常營業時間內將提供 TQM，其將在 VA 服務期間內提供訂購單的 VA 服務範圍文件中指定的所有天數配額 (以下稱「TQM 配額」)。TQM 之分配將於處理訂購單後 6 週內進行。TQM 配額不包括已指派之內嵌資源的任何休假。

- 2.1.2. SAP Technical Quality Manager (“TQM”) activities:
SAP 技術品質經理 (以下稱「TQM」) 活動：
- a) Develop and maintain a Customer-specific VA Services engagement Service and Support Plan that is mutually agreeable to the parties
開發並維護雙方當事人共同商定之客戶特定的 VA 服務活動服務與支援計畫
 - b) Facilitate the execution (i.e. delivery process) of the mutually agreed to VA Services engagement Service and Support Plan including the coordination of individual service deliveries and SAP resource staffing process at the project level
促進執行各方當事人共同商定之 VA 服務活動服務與支援計畫 (亦即交付程序)，其中包括協調專案層級的個別服務交付和 SAP 資源人員配置程序
 - c) Track Customer’s implementation of SAP’s recommendations and action plans resulting from the delivery of SAP Support Services hereunder
交付本文中的 SAP 支援服務後，追蹤客戶對 SAP 建議與行動計畫之實作情形
 - d) Provide periodic status and risk reporting at Customer’s project management level
就客戶的專案管理層級，提供定期進度和風險報告
- 2.1.3. All SAP Embedded Support Services will be coordinated with Customer’s Engagement Manager.
所有 SAP 內嵌支援服務將與客戶之項目經理進行協調。
- 2.2. SAP Support Services.
SAP 支援服務。
- 2.2.1. SAP may provide Planning, Orchestration and Safeguarding, and/or Design services (collectively “SAP Support Services”) as may be determined by SAP and Customer in the agreed to VA Services engagement Service and Support Plan, for the quota of SAP Support Services days specified in the VA Services Scope Document to an Order Form during the VA Services Term (“Support Services Quota”).
SAP 得在 VA 服務期間，依 SAP 與客戶在商定的 VA 服務活動服務與支援計畫中所決定的內容，就訂購單的 VA 服務範圍文件中所指定的 SAP 支援服務天數配額 (以下稱「支援服務配額」)，提供規劃、編排及保障和/或設計服務 (以下統稱「SAP 支援服務」)。
- 2.2.2. Customer may allocate available Support Services Quota days solely for the SAP Support Services categories specified in the preceding paragraph. A listing of SAP’s current SAP Support Services is available at <https://www.sap.com/value-assurance-support-service>.
客戶得僅為前一段中指定的 SAP 支援服務類別分配可用的支援服務配額天數。SAP 目前 SAP 支援服務的清單可於下列位址取得：<https://www.sap.com/value-assurance-support-service>。
- 2.2.3. To schedule SAP Support Services, Customer will contact the assigned TQM or designated SAP resource. SAP requires a minimum lead-time of 5 weeks for scheduling SAP Support Service delivery requests. If reasonably possible for SAP, SAP Support 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 Support Service based on Customer’s information and requirements. This estimate will include preparation and post processing activities. The days used for an SAP Support Service will be deducted from the Support Services Quota, where applicable. No time will be deducted from the Support Services Quota for travel time. If Customer postpones or cancels any already requested SAP Support Service less than 3 weeks before the start date of the SAP Support Service, SAP may deduct already rendered days from Customer’s Support Services Quota. 若要排程 SAP 支援服務，客戶將聯絡指派的 TQM 或指定的 SAP 資源。SAP 對於 SAP 支援服務交付請求的排程至少需要 5 週的準備時間。若 SAP 認為合理可行，SAP 支援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 支援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 支援服務所花費的天數將從支援服務配額中相應扣除。但差旅時間將不會從支援服務配額中扣除。若客戶未於 SAP 支援服務開始日期前 3 週內延遲或取消任何已要求之 SAP 支援服務，SAP 得從客戶的支援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 Support 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 Support Service delivery, the Engagement Managers will agree upon a more formal agenda for the SAP Support Service and the required involvement of Customer's project team members.

客戶應明定專案團隊之組成與相關內容，並確保在 SAP 支援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。交付 SAP 支援服務之前，技術品管經理將先商定 SAP 支援服務的正式議程以及客戶專案團隊成員的必要參與人員。

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 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 隨選專門知識 (以下稱「**EoD**」或「**EoD 服務**」) 係一項遠程服務，旨在提供 SAP 資源以執行客戶的中短期 (該期間上限該為 10 個人日) 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：針對 SAP 軟體的細微修改；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 服務並未包括：

- a) reaction on Customer incidents as these are covered under the Support Schedule to the License Agreement; or
回應客戶事件，因為軟體授權合約的支援明細表已涵蓋這些事件；或
- b) non-standard software received from SAP's Custom Development organization.
從 SAP Custom Development 組織所收到的非標準軟體。

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 Support Services Term (“**EoD Quota**”).

正常營業時間內將提供 EoD 服務，其將在 VA 支援服務期間內提供訂購單的 VA 服務範圍文件中指定的 EoD 天數配額 (以下稱「**EoD 配額**」)。

- 2.3.2. 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 將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 Task 工作要求，將通知客戶。若 SAP 展開 EoD 工作後判斷其無法或未完成該等 EoD 工作，SAP 將以書面方式向客戶進行原因說明。

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 VA Services Term specified in the VA Services 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 服務聯絡人將於訂購單的 VA 服務範圍文件中所指定之 VA 服務期間，提供各期間的 SAP On-Call Duty 服務工作階段配額 (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
星期一至星期日上午 08:00 至下午 8:00 (即客戶所在地時區之當日)；或
- b) or Monday to Sunday starting 20:00 and ending 08:00 the following day in Customer's local time zone.
或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 will make a request in writing to the TQM. The scheduling of SAP On-Call Duty Services is subject to 5 weeks advance notice.

若要排程 SAP On-Call Duty 服務，客戶將以書面方式對 TQM 提出要求。SAP On-Call Duty 服務之排程應於 5 週前事先通知。

3. ENGAGEMENT MANAGEMENT

項目管理

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 VASSD 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.

各方當事人應指派項目經理。SAP 的項目經理將為指派的 TQM 或指定的 SAP 資源。客戶的項目經理應通曉英語，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。該等項目經理應密切合作以管理本 VASSD 和訂購單的任何 VA 服務範圍文件之條款。由 SAP 指派資源所履行的所有 VA 服務均將與客戶的項目經理進行協調。

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.

雙方茲此同意客戶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 VA 服務活動能否成功至關重要。客戶應確保該等客戶合作夥伴將遵守客戶的責任，並且為使 SAP 依本文之規定履行其義務，應於 SAP 提出合理要求時與其合作。

4. CUSTOMER REQUIREMENTS

客戶需求

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

若要依訂購單接收 VA 服務，客戶必須：

- a) continue to pay all support fees (i.e.; Standard Support Fees, Enterprise Support Fees, or Product Support for Large Enterprises Fees) or subscription fees under the License Agreement;
依軟體授權合約繼續支付所有支援費用 (亦即：Standard Support 費用、Enterprise Support 費用或 Product Support for Large Enterprises 費用) 或訂閱費用；
- b) otherwise fulfill its obligations under the License Agreement, GTC, the Order Form, and the VA Services Scope Document; and
依軟體授權合約、GTC、訂購單與 VA 服務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.
依照支援明細表之規定提供遠程連線及資料存取。

5. GENERAL PROVISIONS

一般條款

- 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.
除非雙方當事人事先以書面共同商定，否則顧問將不會在正常營業時間以外、週末、國定假日或夜班提供 VA 服務。
- 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.
指派的內嵌資源將有權享受其與 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。
- 5.3. 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.
為確保有效溝通，VA 服務的交付語言將為英文。個別 VA 服務所涉及之相關資訊將以英文提供給 SAP 資源。
- 5.4. The assigned SAP resources (including the assigned Embedded Resources) may occasionally perform VA Services activities hereunder from an SAP office.
SAP 指派資源 (包括指派的內嵌資源) 可能會不定期地在 SAP 辦公室從事 VA 服務活動。
- 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 得隨時提前 90 日發出書面通知，對其所提供之 VA 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，前提是對 VA 服務範圍進行之是類變更將適用於相關軟體授權合約中所定義之地區中相似所在地點並訂閱 VA 服務的 SAP 客戶。若 SAP 選擇依第 5.5 條規定變更範圍，且客戶無法接受該等變更，客戶有權在 90 日期間屆滿時，終止受此等範圍變更生效所影響之訂購單的 VA 服務範圍文件。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。
- 5.6. Fees are subject to change once per calendar year upon 90 days prior written notice to Customer. If SAP exercises its option to change fees in accordance with the preceding sentence, and such changes are not acceptable to Customer, Customer is entitled to terminate the VA Services Scope Document(s) to any Order Form(s) affected by such fee change with 30 days' written notice from Customer's receipt of SAP's notice of such fee change with effect to the end of the then current calendar year in which such fee change notice is given. If Customer does not terminate within such period, the fee changes are deemed to be accepted by Customer.
費用將於各日曆年度變更一次，並於 90 日前事先以書面通知客戶。若 SAP 選擇依前述規定變更費用，且客戶不接受該等變更，客戶應有權自收到 SAP 通知該等費用變更生效起至提供該等費用變更通知之當時日曆年度結束為止，於 30 日內以書面方式通知終止受此等費用變更影響之任何訂購單中的 VA 服務範圍文件。若客戶未在該期間內終止，則視同客戶已接受相關費用變更。