

SAP Service Description
SAP 服务说明
Innovative Business Solutions Development Services on Cloud
SAP Innovative Business Solutions 云端开发服务

SAP will provide Innovative Business Solutions Development Services on Cloud (“Development Services on Cloud”) to design and develop individual, Customer specific functionality by using Customer’s Development Environment and Runtime Cloud Environment based on a mutually agreed solution description as further defined in the respective Order Form and Scope Document.

SAP 将提供 SAP Innovative Business Solutions 云端开发服务（以下简称“云端开发服务”），旨在根据双方在相应的订购单和范围文档中共同商定的解决方案说明，通过使用客户的开发环境和运行时云环境而设计和开发针对客户特定需求的功能。

This document provides definitions and content that apply for such Development Services on Cloud.
本文档提供适用于此类云端开发服务的定义和内容。

1 Definitions

定义

1. **“Acceptance”** is the acceptance of a Deliverable by a declaration of consent in written form made via an Acceptance Protocol.

“验收”是指通过验收协议以书面同意的形式表明对交付成果的验收。

2. **“Acceptance Protocol”** is a document for declaring Acceptance.

“验收协议”是指用于同意验收的文档。

3. **“Acceptance Test”** is a test of the Features executed by Customer for the Acceptance of the Features.

“验收测试”是指客户为验收功能而执行的功能测试。

4. **“Add-on”** means any development that adds new and independent functionality, but does not modify existing SAP functionality, and is developed using SAP interfaces or other SAP code that allows other software products to communicate with or call on the Features.

“扩展组件”是指用于增加独立新功能的任何开发，此类开发不会修改现有的 SAP 功能，并使用 SAP 接口或者支持其他软件产品与功能通信或调用功能的其他 SAP 代码开发而成。

5. **“Affiliate”** means any legal entity in the Territory in which the Customer, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such interest is maintained.

“关联企业”是指在相应地域内，客户直接或间接拥有其超过百分之五十（50%）股份或表决权的任何法人实体。前述法人实体应仅在其所占权益在 50% 以上的情况下方视为一家关联企业。

6. **“Base Cloud Services”** means the SAP Cloud Services (“SAP Base Cloud Services”) and/or non-SAP Cloud Services (“non-SAP Base Cloud Services”) as described in the Scope Document of the respective Development Services on Cloud upon which the development, deployment and use of the Features depend/operate. Base Cloud Services are not licensed or subscribed under an Order Form for Development Services on Cloud and must be acquired separately.

“基础云服务”是指相应云端开发服务的范围文档中所述的 SAP 云服务（以下简称“SAP 基础云服务”）和/或非 SAP 云服务（以下简称“非 SAP 基础云服务”），这类服务是开发、部署、使用功能的基础。基础云服务不是依据开发服务的订购单购买许可或租用的，必须另行购买。

7. **“Business Partner”** means a legal entity or individual that requires access to the Features in connection with Customer’s internal business operations, such as customers, distributors and/or suppliers of Customer.

“业务合作伙伴”是指出于客户内部业务运营目的而访问功能的法人实体或个人，如客户的客户、经销商和/或供应商。

8. **“Business Requirements”** describe Customer’s business goals and objectives and their relation towards the scope of the Development Services on Cloud.
“业务需求” 描述了客户的业务目标和目的及其与云端开发服务范围的关系。
9. **“Confirmation”** is a declaration of consent made via e-mail.
“确认” 是指通过电子邮件表明同意。
10. **“Cloud Service”** means any distinct on demand service.
“云服务” 是指任何独特的按需服务。
11. **“Development Environment and Runtime Cloud Environment”** means the infrastructure, platform and application services provided by Customer, and includes the Base Cloud Services. It consists of the following parts:
“开发环境和运行时云环境” 是指客户提供的基础设施、平台和应用服务，包括基础云服务。它由以下部分构成：
11.1 **“Development Environment”** means the Customer-specific Environment to develop, build and deploy the Features as described in the respective Scope Document.
“开发环境” 是指相应范围文档所述的用于开发、构建和部署功能的客户特定环境。
11.2 **“Runtime Cloud Environment”** means the Customer-specific Environment to run the Features as described in the respective Scope Document. It consists of:
“运行时云环境” 是指相应范围文档所述的用于运行功能的客户特定环境。它包括：
11.2.1 **“Non-Production Cloud Environment”** is used to test the Features.
“非生产云环境” 用于测试功能。
11.2.2 **“Production Cloud Environment”** is used for normal business operations and where Customer’s data is recorded.
“生产云环境” 用于正常的业务运营并使用客户数据。
12. **“Innovative Business Solutions Development Services on Cloud” / “Development Services on Cloud”** means services agreed by the parties under the respective Order Form, and described in the relevant Scope Document.
“SAP Innovative Business Solutions 云端开发服务” / “云端开发服务” 是指双方在订购单项下约定并在相关范围文件中所述的服务。
13. **“Intellectual Property Rights”** means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
“知识产权” 是指因成文法或习惯法或通过合约产生的任何类型的专利权、外观设计权、实用新型或其他类似发明权利、著作权、屏蔽作品权、商业秘密或保密权、商标、商号和服务标识及任何其他无形财产权，包括在任何国家/地区对前述任何一项权利的申请与注册，无论此类权利是否完整、现有亦或在此后申请、颁发或取得。
14. **“Features”** means the SAP software functionality developed and provided as part of the respective Development Services on Cloud.
“功能” 是指作为相应云端开发服务的一部分，将开发和交付的 SAP 软件功能。
15. **“High-Level Architecture”** describes the planned architecture of the solution on a high level.
“宏观架构” 从宏观角度描述了计划的解决方案架构。
16. **“Modification”** means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Features including, but not limited to, the creation of any new application program interfaces,

alternative user interfaces or the extension of SAP data structures; or (iii) any other change to the Features (other than an Add-on) utilizing or incorporating any SAP Materials (defined below).

“修改”是指 (i) 对已交付的源代码或元数据的变更；或 (ii) 对已交付的源代码或元数据的变更以外的任何开发，此类开发对功能的现有功能进行定制、增强或变更，包括但不限于创建任何新的应用程序接口、备用用户接口或 SAP 数据结构的扩展；或 (iii) 运用或结合任何 SAP 材料对功能（除扩展组件以外）进行的任何其他变更（定义如下）。

17. **“Product Backlog”** describes Customer’s Software Requirements to be realized as Features by SAP. Furthermore, the Product Backlog is divided in Product Backlog Items, and the Product Backlog is together with the Vision & Scope Document the solution description. The accepted Vision & Scope Document, together with the final version of the Product Backlog, contains the sole legally binding description of the Features and is basis for the Acceptance Test of the Features.

“产品开发待办集”说明了 SAP 将客户的软件需求转化为功能。此外，产品开发待办集分解为产品开发待办事项，并且产品开发待办集与愿景和范围文档共同构成解决方案说明。确认的愿景和范围文档与最终版的产品开发待办集构成唯一具有法律约束力的功能说明，并是功能验收测试的基础。

18. **“Product Backlog Item”** consists of the Customer’s Software Requirements to be realized as Features by SAP, and their respective functional description and acceptance criteria, as well as the mutually agreed priority of each Product Backlog Item, and status of completion of the Features to be provided. The Product Backlog Items are contained in the Product Backlog.

“产品开发待办事项”说明了 SAP 将客户的软件需求转化为功能及其相应的功能说明、验收条件以及双方约定的各个产品开发待办事项的优先级及所要提供的完整功能的情况。产品开发待办事项包含在产品开发待办集中。

19. **“SAP Innovative Business Solutions Methodology Scrum Lifecycle”** means an iterative and incremental project management method, according to which the Customer’s Software Requirements are realized successively as Features within Sprints.

“SAP Innovative Business Solutions 方法论 Scrum 生命周期”是指一种迭代式增量项目管理方法，根据该方法，客户的软件需求将在 Sprints 交付过程中相继转化为功能。

20. **“SAP Materials”** means any software, programs, tools, systems, data or other materials made available by SAP to Customer prior to or in the course of the performance under the respective Order Form including, but not limited to, the Features and documentation, as well as any information, materials or feedback provided by Customer to SAP relating to the Features and documentation.

“SAP 物资”是指 SAP 在履行相应订购单之前或过程中向客户提供的任何软件、程序、工具、系统、数据或其他材料，包括但不限于功能和文档，以及客户向 SAP 提供的有关功能和文档的任何信息、物资或反馈。

21. **“Software Requirements”** means the Customer’s user requirements, functional requirements and non-functional requirements.

“软件需求”是指客户的业务需求、功能需求以及非功能需求。

22. **“Source Code”** means the computer programming code of the Features in human readable form.

“源代码”是指人们可读形式的计算机编程代码。

23. **“Sprint”** means a set period of time during which specific work is realized and made ready for review.

“Sprint”是指在一段特定的时间期间内完成特定的工作并为审核做好准备。

24. **“Territory”** means the world except for those countries prohibited by United States’ export laws and further subject to the regulatory matters of the respective Order Form.

“地域”是指除受美国出口法律禁止和受到相应订购单的法定事项约束的国家和地区以外的全球其它国家和地区。

25. **“Third Party Software”** means (i) any and all software products and content licensed to Customer and as specified under the respective Order Form, all as developed by companies other than SAP, SAP SE and/or any of their affiliated companies and delivered to Customer hereunder; (ii) any new releases, updates or versions thereof made available through SAP support or warranty obligations and (iii) any complete or partial copies of any of the foregoing.

“**第三方软件**”是指 (i) 根据相应订购单的规定，向客户许可的任何及所有软件产品和内容，这些软件产品和内容由 SAP、SAP SE 和/或其关联企业以外的其他公司开发并向客户交付；(ii) 由 SAP 履行支持或保证义务的前述产品及内容的任何新发布、更新或版本，以及 (iii) 前述任一产品或内容的任何完整副本或部分副本。

26. “**Use Terms**” means, with regard to Features specified in an Order Form, the SAP Software Use Rights document current at the time of execution of such Order Form, copies of which are found at <http://www.sap.com/company/legal/index.epx> and made a part hereof. Such SAP Software Use Rights documents are incorporated herein by reference. SAP recommends Customer prints copies of the applicable SAP Software Use Rights documents for Customer’s own records.

“**使用条款**”是指就订购单中所述的功能而言，在签署此类订购单时有效的 SAP 软件使用许可文档，其副本见 <http://www.sap.com/company/legal/index.epx>，并构成本协议的一部分。此类 SAP 软件使用许可文档以引用的方式纳入本协议。SAP 建议客户打印适用 SAP 软件使用许可文档的副本，供客户存档。

27. “**Vision & Scope Document**” includes Customer’s Business Requirements, and the High-Level Architecture. Furthermore, the Vision & Scope Document is together with the Product Backlog the solution description. The accepted Vision & Scope Document, together with the final version of the Product Backlog, contains the sole legally binding description of the Features and is basis for the Acceptance Test of the Features.

“**愿景和范围文档**”包括客户的业务需求以及宏观架构。此外，愿景和范围文档与产品开发待办集共同构成解决方案说明。确认的愿景和范围文档与最终版的产品开发待办集构成唯一具有法律约束力的功能说明，并是功能验收测试的基础。

2 **SAP Innovative Business Solutions Methodology**

SAP Innovative Business Solutions 方法

SAP will provide Development Services on Cloud applying its Innovative Business Solutions Development Methodology Scrum Lifecycle as described further in the Scope Document.

SAP将提供运用其SAP Innovative Business Solutions开发方法论Scrum生命周期的云端开发服务，详见范围文档中的说明。

3 **Roles and Governance**

角色和治理

The roles and project governance are defined in the Scope Document.

角色和项目治理在范围文档中定义。

4 **Customer Responsibilities**

客户的责任

The overall Customer responsibilities are listed below. Specific Customer and SAP responsibilities are further detailed in the Scope Document. Customer shall

客户的全部责任如下文所述。客户和 SAP 的具体责任详见范围文档所述。客户应：

1. Ensure Customer has all necessary license rights, including third party license rights, required to allow SAP to perform the Development Services on Cloud.

确保客户拥有允许 SAP 执行云端开发服务所需的所有必要的许可权利，包括第三方许可权利。

2. Appoint a project manager and/or program manager to act as the Customer’s point of contact for SAP.

指派一名项目经理和/或项目集群经理担任客户与 SAP 的联络员。

3. Provide sponsorship from the Customer’s senior management, who will be available on a timely and regular basis to monitor progress and to act as a decision maker for policy decisions and issue resolution.

提供客户高级管理层的支持；高级管理层应及时定期监督进度，并充当政策制定和问题解决的决策者。

4. Manage the Customer’s third party service providers.

管理客户的第三方服务提供商。

5. Provide knowledgeable, decision-empowered resources that are available to work on the Customer's project as part of the team.

安排熟悉业务且具有决策权的资源作为项目团队成员开展客户项目。

6. Provide SAP with adequate working environment, system access, and Internet and telecommunications services for the SAP employees deployed at Customer's facilities. No SAP employees will have an office on the Customer's premises with keys that provide exclusive use of the office to SAP. It is recommended that the SAP team is situated in a secure location.

为在客户处工作的 SAP 员工提供必要的工作环境、系统访问权限、互联网和电信服务。在客户处为 SAP 员工提供专供 SAP 使用的办公室。建议为 SAP 团队提供一个安全的工作场所。

7. Provide SAP with access to Customer's facilities as necessary for the performance of the Development Services on Cloud including all necessary identification material (badges, passes, cards, etc.).

向 SAP 提供履行云端开发服务所需的客户设施的访问权限，包括所有必要的身份识别资料（胸卡、通行证、门卡等）。

8. Supply SAP with the names and contact information of key Customer and third party resources assigned to the project.

向 SAP 提供为项目分配的关键客户和第三方资源的名称和联系信息。

9. Ensure that any appropriate hardware required for the Development Services on Cloud is secured before the start of the project.

确保在项目启动前云端开发服务所需的任何硬件设施都已就绪。

10. Provide the Development Environment and Runtime Cloud Environment and system landscape including all required tools for development, build, deploy, and run of the Features, with the necessary authorizations for onsite and remote access to those systems for SAP. Alternatively, if the Features are not developed in the Development Environment of the Customer, provide only the Runtime Cloud Environment to run the Features, with the necessary authorizations for onsite and remote access to those systems for SAP.

提供开发环境和运行时云环境及系统架构，包括开发、构建、部署和运行功能所需的所有工具，以及 SAP 在线和远程访问此类系统所需的必要授权。或者，若功能不是在客户的开发环境中开发的，则仅提供运行时云环境来运行功能，以及 SAP 在线和远程访问此类系统所需的必要授权。

11. Provide a consistent, stable, and fast connection between SAP and Customer's Development Environment and Runtime Cloud Environment at the required times. Alternatively, if the Features are not developed in the Development Environment of the Customer, provide only a consistent, stable, and fast connection between SAP and Customer's Runtime Cloud Environment at the required times.

按要求的时间在 SAP 与客户的开发环境和运行时云环境之间提供一致、稳定且快速的连接。或者，若功能不是在客户的开发环境中开发的，则仅按照要求的时间在 SAP 与客户的运行时云环境之间提供一致、稳定且快速的连接。

12. Allow the use of SAP laptops and mobile devices on Customer's network and a connection to SAP's network via SAP's Virtual Private Network (VPN) protocols or Customer will provide PCs and/or laptops with the Microsoft Office Suite and e-mail capability for the SAP team. Laptops and/or PCs provided by Customer must have the latest virus protection software. Alternatively, if the Features are not developed in the Development Environment of the Customer, provide only a system connection for deployment purposes.

允许在客户网络中使用 SAP 的笔记本电脑和移动设备，并通过 SAP 的虚拟专用网络（VPN）协议实现与 SAP 网络的连接，或者客户为 SAP 团队提供带 Microsoft Office 套件和电子邮件功能的台式机 and/或笔记本电脑。客户提供的笔记本电脑 and/或台式机必须安装有最新的防病毒软件。或者，若功能不是在客户的开发环境中开发的，则仅出于部署目的提供系统连接。

13. Provide a dedicated Customer contact for SAP for clarifications regarding any relevant third party licenses and systems and non-SAP Cloud Services.

为 SAP 提供专门的客户联络员，负责详细说明任何相关的第三方许可和系统以及非 SAP 云服务。

14. Ensure that the Customer's project is compliant with any relevant governmental and regulatory requirements.

确保客户的项目符合任何相关的政府和监管要求。

Customer acknowledges and agrees that SAP's ability to provide the Development Services on Cloud specified in the respective Order Form depends upon contributions to be provided by Customer.

客户确认并同意，SAP 交付相应订购单中规定的云端开发服务的能力取决于客户提供的支持。

If SAP considers that a material response or action required from Customer is delayed to a point that the project Deliverables' schedule is being negatively impacted or cannot reasonably be met due to such delay, SAP will promptly inform the Customer in writing. Customer shall then either: (i) immediately respond; (ii) take the required action; or (iii) request a suspension of the Development Services on Cloud concerned, provided that Customer assumes any additional costs associated with such suspension, if any, on the basis of the then current SAP prices and rates. In connection with any notice provided by SAP pursuant to this section, Customer agrees to respond to it in writing within five (5) working days after having received it from SAP. Should Customer not respond within five (5) working days, the overall project timeline will be extended, at minimum, by the time associated with Customer's delay.

如 SAP 认为，客户被要求提供的任何重要响应或行动发生延迟，以致项目交付成果的日程安排受到负面影响或无法合理完成，SAP 将立即以书面形式通知客户。客户则须：(i) 立即响应；(ii) 采取必要的行动；或 (iii) 请求暂停所涉及的云端开发服务，但客户须按照届时有效的 SAP 价格和费率承担与此类暂停有关的任何额外成本（若有）。对于 SAP 依照本节规定提供的任何通知，客户同意在收到 SAP 通知后五（5）个工作日内以书面形式作出响应。如客户在五（5）个工作日内未能作出响应，项目整体时间表应予以延长，延长的时间至少为客户所耽误的时间。

5 Assumptions and Exclusions

假设和排除事项

- A. The Service Description assumptions are listed below. SAP may identify further assumptions in the respective Order Form or Scope Document.

服务说明的假设如下所述。SAP 可在相关订购单或范围文档中进一步确定假设。

1. The SAP employees assigned for the Development Services on Cloud will be under the direction of SAP and will be located at SAP sites. Travel of SAP employees shall be agreed upon between the parties as deemed necessary.

为云端开发服务分配的 SAP 员工将服从 SAP 的管理，并在 SAP 办公地点办公。如双方认为有必要，可协商 SAP 员工的出差事宜。

2. All supporting documentation will be developed using personal computers/laptops using Microsoft Office applications (Word, Excel, MS Project, Visio and PowerPoint), Adobe Reader or other mutually agreed documentation tools.

所有支持文档将使用运用 Microsoft Office 应用程序（Word、Excel、MS Project、Visio 和 PowerPoint）的个人计算机/笔记本电脑、Adobe Reader 或其他双方商定的文档工具制作。

- b. The Service Description exclusion is listed below. SAP may identify further exclusions in the respective Order Form or Scope Document.

服务说明的排除事项如下所述。SAP 可在相应订购单或范围文档中进一步确定排除事项。

1. Developments other than what is specified in the Scope Document.

范围文档中未规定的开发。