SAP Service Description
SAP 服務說明
Innovative Business Solutions Development Services on Cloud
Innovative Business Solutions 雲端開發服務之 SAP 服務說明

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.
雙方商定解決方案的說明內容在個別訂購單與範圍文件中具有進階定義，SAP 將依據該說明內容提供 Innovative Business Solutions 雲端開發服務 (以下簡稱「雲端開發服務」)，透過使用客戶的開發環境和執行時期雲端環境，來設計和開發個別客戶特有的功能。

This document provides definitions and content that apply for such Development Services on Cloud.
本文件規定適用於上述雲端開發服務之定義與內容。

1 Definitions
名詞定義

1. **"Acceptance"** is the acceptance of a Deliverable by a declaration of consent in written form made via an Acceptance Protocol.
「驗收」 係指透過驗收協定而以書面形式聲明同意驗收交付項目。

2. **"Acceptance Protocol"** is a document for declaring Acceptance.
「驗收協定」係指用於聲明驗收之文件。

3. **"Acceptance Test"** is a test of the Features executed by Customer for the Acceptance of the Features.
「驗收測試」係指由客戶為驗收功能所執行之功能測試。

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.
「**附加元件**」係指加入全新且獨立之功能特性，但未修改現有 SAP 功能特性的任何開發，該開發係使用 SAP 介面或其他 SAP 程式碼進所為，且前開介面或程序碼允許其他軟體產品與功能進行通訊或呼叫功能。

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.
「**關係企業**」係指客戶在該地域範圍內直接或間接持有百分之五十 (50%) 以上股份或表決權之任何法律實體。上述任何法律實體僅在維持上述利益期間內方視為關係企業。

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.
「基礎雲端服務」係指在個別雲端開發服務之範圍文件中加以說明，且可據以/在其中安裝與使用功能之 SAP 雲端服務 (下稱「SAP 基礎雲端服務」) 和 / 或非 SAP 雲端服務 (下稱「非 SAP 基礎雲端服務」)。基礎雲端服務並未依據訂購單或雲端開發服務取得授權或訂閱，該服務須另外單獨取得。

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.
「業務合作夥伴」係指需要存取客戶內部業務營運相關功能之法律實體或個人，如：客戶、客戶的經銷商和/或供應商。

8. **"Business Requirements"** describe Customer's business goals and objectives and their relation towards the scope of the Development Services on Cloud.
「業務需求」說明客戶之業務目標與目的，以及其與雲端開發服務範圍之關係。

9. **"Confirmation"** is a declaration of consent made via e-mail.
「確認」係指透過電子郵件聲明同意。

10. **"Cloud Service"** means any distinct on demand service.
「雲端服務」係指任何一種不同的隨選服務。

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:
「開發環境和執行時期雲端環境」係指客戶提供之基礎設施、平台和應用程式服務，且包括基礎雲端服務。其由下列部分組成：

    11.1 **"Development Environment"** means the Customer-specific Environment to develop, build and deploy the Features as described in the respective Scope Document.
    「開發環境」係指開發、建立及部署個別範圍文件中所載功能之特定客戶環境。

    11.2 **"Runtime Cloud Environment"** means the Customer-specific Environment to run the Features as described in the respective Scope Document. It consists of:
    「執行時期雲端環境」係指執行個別範圍文件中所載功能之特定客戶環境。其組成部分為：

        11.2.1 **"Non-Production Cloud Environment"** is used to test the Features.
        「非正式運作雲端環境」用於測試功能。

        11.2.2 **"Production Cloud Environment"** is used for normal business operations and where Customer's data is recorded.
        「正式運作雲端環境」用於一般業務運作並記錄客戶資料。

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.
「Innovative Business Solutions 雲端開發服務」/「雲端開發服務」係指各方依據個別訂購單商定之服務，且該服務內容詳載於相關範圍文件中。

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.
「知識財產權」係指任何類型的專利權、新式樣權、實用新型權或其他類似發明權、著作權、光罩著作權 (mask work right)、營業秘密或保密權、商標、商號和服務標章，及任何其他無形財產權，亦包括前述權利於任何地區 / 國家之申請和註冊，無論其係依成文法或普通法，或依契約規定為之，且無論其是否完備，當前是否存在或將來是否申請、核發或取得權利。

14. **"Features"** means the SAP software functionality developed and provided as part of the respective Development Services on Cloud.
「功能」係指經開發並提供作為個別雲端開發服務一部分的 SAP 軟體功能特性。

15. **"High-Level Architecture"** describes the planned architecture of the solution on a high level.
「高階架構」說明高階解決方案之計畫架構。

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**」係指 (i) 對交付之原始程式碼或中繼資料之變更；或 (ii) 不變更交付之原始程式碼或中繼資料，而自訂、增強或變更功能現有功能特性的任何開發行為，包括但不限於撰寫任何新的應用程式介面、替代使用者介面，或擴充 SAP 資料結構；或 (iii) 運用或結合任何 SAP 材料 (定義如下)，對附加元件以外功能所進行之任何其他變更。

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.
「產品開發需求清單」說明 SAP 將予以開發為實際功能的客戶軟體需求。此外，產品開發需求清單將區分為產品開發需求清單項目，且產品開發需求清單及概念與範圍文件同為該解決方案描述。經驗收的概念與範圍文連同產品開發需求清單之最終版本，均構成唯一具有法律約束力之功能說明，且同為功能驗收測試之基礎。

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.
「產品開發需求清單項目」包括 SAP 將予以開發為實際功能之客戶軟體需求、其個別功能說明和驗收標準、雙方商定之每項產品開發需求清單項目的優先順序，以及要提供之功能完成狀態。產品開發需求清單包含產品開發需求訂單項目。

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 方法論 Scrum 生命週期」係一套反覆漸增的專案管理方法，客戶之軟體需求將據此方法在衝刺期間內逐一開發為實際功能。

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 材料」係指在履行個別訂購單之前或履行過程中，SAP 向客戶提供之任何軟體、程式、工具、資料或其他材料，包括但不限於功能及紀錄文件，以及客戶向 SAP 提供有關功能及紀錄文件相關之任何資訊、材料或意見回饋。

21. **"Software Requirements"** means the Customer's user requirements, functional requirements and non-functional requirements.
「軟體需求」係指客戶之使用者需求、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.
「原始程式碼」係指以人類可讀形式所顯示之功能電腦程式設計編碼。

23. **"Sprint"** means a set period of time during which specific work is realized and made ready for review.
「衝刺期間」係指完成特定工作並做好審核準備的一段固定時間。

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」係指除美國出口法律所禁止之國家 / 地區外，世界上的其他國家 / 地區，且其進一步受到個別訂購單監管事宜之規範。

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.
「第三方軟體」係指 (i) 授權客戶之任何及全部軟體產品及內容，且其依據個別訂購單規定，均係由 SAP、SAP SE 和/或其相關聯公司以外的公司開發並據以交付客戶；(ii) 透過 SAP 支援或保固義務提供前開項目之新發行版本、更新版本或任何版本，以及 (iii) 任何前開項目之完整或部分複本。

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.
「使用條款」係指在執行訂購單期間適用，與該訂購單所載功能相關之 SAP 軟體使用權利文件，其複本請見 http://www.sap.com/company/legal/index.epx，並作為本文的一部份。前開 SAP 軟體使用權利文件以引用方式併入本文。SAP 建議客戶列印適用之 SAP 軟體使用權利文件複本，以自行留存。

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.
「概念與範圍文件」 包括客戶之業務需求與高階架構。此外，概念與範圍文件併同產品開發需求清單均為該解決方案之說明內容。經驗收的概念與範圍文連同產品開發需求清單之最終版本，均構成唯一具有法律約束力之功能說明，且同為功能驗收測試之基礎。

2 SAP Innovative Business Solutions Methodology
SAP Innovative Business Solutions 方法論

SAP will provide Development Services on Cloud applying its Innovative Business Solutions Development Methodology Scrum Lifecycle as described further in the Scope Document.
SAP 應提供套用 Innovative Business Solutions 開發方法論 Scrum 生命週期之雲端開發服務，其於範圍文件中有進一步之說明。

3 Roles and Governance
角色與管理

The roles and project governance are defined in the Scope Document.
有關角色與專案管理，範圍文件均有其定義。

4 Customer Responsibilities
客戶責任

The overall Customer responsibilities are listed below. Specific Customer and SAP responsibilities are further detailed in the Scope Document. Customer shall
整體客戶責任列示如下。將於範圍文件中進一步詳述客戶與 SAP 之特定責任。客戶應

1. Ensure Customer has all necessary license rights, including third party license rights, required to allow SAP to perform the Development Services on Cloud.
確保客戶已具備允許 SAP 履行雲端開發服務所需之必要授權權利，包括第三方授權權利。

2. Appoint a project manager and/or program manager to act as the Customer's point of contact for SAP.
指派專案經理和 / 或方案經理擔任客戶聯繫 SAP 的聯絡窗口。

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.
指定客戶資深管理人員進行協助，該管理人員將及時、定期監督進展情況，並以決策者之身分進行政策決定及問題解決。

4. Manage the Customer's third party service providers.
管理客戶的第三方服務供應商。

5. Provide knowledgeable, decision-empowered resources that are available to work on the Customer's project as part of the team.
由具備豐富知識與決策制訂權利的人員組成團隊，負責處理客戶專案事務。

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.
為 SAP 提供適當的工作環境、系統存取權及網際網路與電信服務，供部署在客戶設施中的 SAP 員工使用。客戶毋須在其公司內部為 SAP 員工提供辦公室，以及供 SAP 員工進出該辦公室的專用鑰匙。建議將 SAP 團隊安排在安全的位置。

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.).
為履行雲端開發服務之必要，允許 SAP 進出客戶設施，包括提供所有必要的身分識別資料 (例如識別證、通行證、門禁卡等)。

8. Supply SAP with the names and contact information of key Customer and third party resources assigned to the project.
針對指派至專案的重要客戶與第三方人員，向 SAP 提供其姓名與聯絡資訊。

9. Ensure that any appropriate hardware required for the Development Services on Cloud is secured before the start of the project.
在專案開始前，確保任何雲端開發服務所需的相關硬體已實行安全加密措施。

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.
提供開發環境和執行時期雲端環境與系統架構，此包括所有開發、建立、部署和執行功能所需工具，以及 SAP 現場及遠端存取前開系統所需之必要授權。或者，倘功能非於客戶開發環境中所開發，僅提供執行該功能之執行時期雲端環境，以及 SAP 現場及遠端存取前開系統所需之必要授權。

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.
針對 SAP 與客戶開發環境及執行時期雲端環境間之連線，提供規定時間內持續、穩定及快速的連線。或者，倘功能非於客戶開發環境中所開發，僅針對 SAP 與客戶執行時期雲端環境間之連線，提供規定時間內持續、穩定及快速的連線。

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.
允許透過 SAP 的虛擬私人網路 (VPN) 通訊協定，在客戶網路上使用 SAP 筆記型電腦和行動裝置，並連線至 SAP 網路，或由客戶為 SAP 團隊提供安裝 Microsoft Office 套件並具備電子郵件功能的個人電腦和/或筆記型電腦。客戶提供的筆記型電腦和/或個人電腦必須安裝最新的防毒軟體。或者，倘功能非於客戶開發環境中所開發，僅提供部署用途的系統連線。

13. Provide a dedicated Customer contact for SAP for clarifications regarding any relevant third party licenses and systems and non-SAP Cloud Services.
提供 SAP 專屬客戶聯絡窗口，以澄清說明任何相關第三方授權與系統，以及非 SAP 雲端服務有關事宜。

14. Ensure that the Customer's project is compliant with any relevant governmental and regulatory requirements.
確保客戶專案符合所有相關的政府規範與法規要求。

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.
客戶瞭解並同意 SAP 有能力根據客戶提供之內容，提供個別訂購單具體指明之雲端開發服務。

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.
若 SAP 認為客戶要求的實質回應或行動遭到延遲，並達到對專案交付項目時程表造成負面影響之程度，或是由於此延遲而無法合理達成時程表規劃，SAP 將立即以書面通知客戶。此時，客戶應：(i) 立即回覆；(ii) 採取必要行動；或 (iii) 請求暫停相關的雲端開發服務，前提為客戶將依 SAP 當時價格與費率承擔因該暫停衍生之任何額外成本。 關於

SAP 依本節規定所提供之任何通知，客戶同意在收到 SAP 通知後五 (5) 個工作日內以書面方式回覆。若客戶未於五 (5) 個工作日內回應，整體專案時間表將隨之延長，延長時間至少不短於客戶延遲的時間。

5 Assumptions and Exclusions
假設與例外狀況

A. The Service Description assumptions are listed below. SAP may identify further assumptions in the respective Order Form or Scope Document**.**
服務說明假設列示如下。SAP 得在個別訂購單或範圍文件中進一步指出假設。

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.
經指派雲端開發服務的 SAP 員工應遵循 SAP 之指導，並於 SAP 場所工作。雙方應於必要時商定 SAP 員工之差旅。

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.
所有支援文件應使用個人電腦/筆記型電腦進行開發，前開電腦使用 Microsoft Office 應用程式 (Word、Excel、MS Project、Visio 和 PowerPoint)、Adobe Reader 或其他雙方合意之紀錄文件工具。

B. The Service Description exclusion is listed below. SAP may identify further exclusions in the respective Order Form or Scope Document.
服務說明例外狀況列示如下。SAP 得在個別訂購單或範圍文件中識別進一步例外狀況。

1. Developments other than what is specified in the Scope Document.
除範圍文件中所載之其他開發。