

SAP Commerce Cloud, Composable Edition and SAP Commerce Cloud, Premier Edition Supplemental Terms and Conditions

This Supplement is part of an Agreement between SAP and Customer and applies only to SAP Commerce Cloud, composable edition and SAP Commerce Cloud, premier edition (the “Cloud Service”).

1. DEFINITIONS

“**API Call**” means the communication of an action to or from the Cloud Service to or from another system/technology that occurs via a defined application programming interface.

“**Capacity Unit**” is a ratio of services consumed via the Cloud Service that is calculated by multiplying the total amount of Units of Measure used during the calendar month by the Capacity Unit Value, as further described in the respective Product Supplement or Documentation, including the Technical and Functional Specifications.

“**Capacity Service**” means the individual services comprising the Cloud Service identified in the Technical and Functional Specifications Documentation.

“**Capacity Unit Value**” means the numerical value assigned to a specific Capacity Service that, when multiplied by the number of Units of Measure used, results in the Capacity Units consumed.

“**Contract Year**” means a period of twelve (12) months with the first Contract Year starting on the Effective Date of the relevant Order Form.

“**End User**” means an individual or business entity that accesses the Customer Cloud Service platform to view and/or purchase Customer goods or services.

“**Flat Fee**” is a fixed fee for the Cloud Service.

“**Gigabyte (GB)**” is the amount of capacity in the Cloud Service.

“**Gross Merchandize Value (GMV)**” means the gross sales revenue for products and/or services processed via the Cloud Service.

“**Hosting Platform**” means a hosted infrastructure to run the Cloud Service.

“**Order**” means each individual sales and service order data object managed via the Cloud Service.

“**Tenant**” is a customer-specific instance of the Cloud Service.

“**% of Net Recurring Fee**” is the stated percentage multiplied by the state net recurring fee.

2. CLOUD SERVICE

2.1. **Editions.** The Cloud Service is available in two editions: composable edition and premier edition, plus additional add-on services. The Cloud Service software functionality delivered and infrastructure resources included with each edition, is specified in the SAP Commerce Cloud, Composable Edition and SAP Commerce Cloud, Premier Edition Technical and Functional Specifications document located at: <https://www.sap.com/about/agreements/policies/service-specifications.html>.

2.2. **Usage.** Customers with a Cloud Service subscription based on the GMV metric are entitled to the following maximum usage across the Cloud Service production environment(s). “DTU” refers to database transaction units.

Annual GMV Subscription (per contract year)	Average Monthly use of Memory (RAM) in GB
First €12 million GMV	Up to 160 GB
Each additional €10 million GMV	Up to 64 GB (not to exceed 1,376 GB)

Annual GMV Subscription (per contract year)	Average Monthly use of Azure SQL provisioned Database service*
First €12,000,000 GMV	Up to 250 DTU including up to 1 TB of Database Storage
€12,000,001 to €40,000,000 GMV	Up to 500 DTU including up to 1 TB of Database Storage
€40,000,001 to €80,000,000 GMV	Up to 1,000 DTU including up to 1 TB of Database Storage
€80,000,001 to €150,000,000 GMV	Up to 1,750 DTU including up to 4 TB of Database Storage
€150,000,001 GMV and above	Up to and not to exceed 4,000 DTU including up to 4 TB of Database Storage

*Model subject to change based on the Azure SQL Database service offerings.

Customers with a Cloud Service subscription based on the Orders metric are entitled to the following usage across the Cloud Service production environment(s):

Annual Orders Subscription (per contract year)	Average Monthly use of Memory (RAM) in GB
First 100,000 orders	Up to 160 GB
Each additional 250,000 orders	Up to 64 GB (not to exceed 1,376 GB)

Annual Orders Subscription (per contract year)	Average Monthly use of Azure SQL Database service*
First 100,000 Orders	Up to 250 DTU including up to 1 TB of Database Storage
100,001 to 500,000 Orders	Up to 500 DTU including up to 1 TB of Database Storage
500,001 to 1,000,000 Orders	Up to 1,000 DTU including up to 1 TB of Database Storage
1,000,001 to 2,000,000 Orders	Up to 1,750 DTU including up to 4 TB of Database Storage
2,000,001 Orders and above	Up to and not to exceed 4,000 DTU including up to and not to exceed 4 TB of Database Storage

*Model subject to change based on the Azure SQL Database service offerings.

Where a Customer purchases additional SAP Commerce Cloud, code-replication production environment(s) or SAP Commerce Cloud, code-replication data center zone(s), the above-mentioned usage limitations will increase by up to 128GB of memory (RAM) and up to 250 DTU of Azure SQL Database service per additional production environment.

In the event Customer exceeds any of the aforementioned usage limitations for three (3) or more consecutive months, SAP will require the Customer to purchase SAP Commerce Cloud, scalability add-on based on its usage or additional GMV or Orders to reach the next usage tier for the remainder of the contract term in addition to fees for excess use that have accrued from the date the excess use began. SAP may scale up or scale down the production environment infrastructure as applicable and as further described in Documentation. Excess use of the usage limitations indicated in this Section will be determined by measuring the Customer's usage for every 24-hour period and deriving the average thereof over one month. Usage is measured based on the infrastructure in use across Customer's Cloud Service production environments as further described in Documentation. Customer acknowledges and agrees that any usage in excess of the aforementioned entitlements may result in a decrease in performance of the Cloud Service.

3. FEES

Except as specified below, the Usage Metrics for the Cloud Service are GMV and Orders, as specified in the Order Form.

- 3.1. **GMV.** For subscriptions to the Cloud Service using GMV as the Usage Metric, the initial unit includes €12,000,000 GMV per contract year (identified in the Order Form as (a) SAP Commerce Cloud, composable edition, GMV, access, or (b) SAP Commerce Cloud, premier edition, GMV, access. Customer must include additional GMV in its subscription as required to cover total GMV each contract year. GMV shall exclude any shipping, handling, taxes, and other costs charged to End Users. Returns, refunds, cancellations, or credits granted by Customer or its Affiliates to End Users will not reduce the GMV amount. SAP will convert Customer's local currency to the Euro using SAP standard exchange rates, which will be made available to Customer upon request.
- 3.2. **Orders.** Subscriptions to the Cloud Service using Orders as the Usage Metric are measured in units of 50,000 Orders per contract year. The initial unit is identified in the Order Form as (a) SAP Commerce Cloud, composable edition, orders, access, or (b) SAP Commerce Cloud, premier edition, orders, access. Post order processing such as order splitting, order routing, and order fulfillment will not change the Order count. Returns, refunds, cancellations, or credits granted by Customer or its Affiliates to End Users will not reduce the Order count.
- 3.3. **Tenants.** The Usage Metric for the following services is Tenant. SAP Commerce Cloud, non-production sandbox environments are available for subscription in various sizes including small, medium, large, and x-large. Additional Tenants for SAP Commerce Cloud, code-replication production environment, may be purchased for productive use only in the initial data center zone, with the condition that they operate using the same codebase. Additional Tenants for SAP Commerce Cloud, code-replication data center may be purchased for productive use in a data center location within a regional infrastructure availability zone operating the same codebase (as further described in Documentation) as in the initial data center zone.
- 3.4. **Additional Infrastructure.** Customers of the Cloud Service may subscribe to additional infrastructure in the form of SAP Commerce Cloud, additional storage and SAP Commerce Cloud, additional logging option. For additional storage, the Usage Metric is GB. For additional logging option, the Usage Metric is Flat Fee for each tenant.
- 3.5. **SAP Commerce Cloud, scalability add-on.** The Usage Metric for the SAP Commerce Cloud, scalability add-on is Capacity Units. This metric is counted in a month. Each Capacity Unit includes up to 64GB of memory (RAM) and an increment of up to 250 DTU of Azure SQL Database service (not to exceed 4,000 DTU), which is subject to change based on the Azure Database service offerings.
- 3.6. **SAP Commerce Cloud, consumption credits.**
 - 3.6.1. The Usage Metric for the SAP Commerce Cloud, consumption credits is Capacity Units. This metric is counted per calendar month. Customer may consume Capacity Units on any Capacity Service as listed in the Technical and Functional Specifications. Any unused Capacity Units at the end of each Contract Year during the Initial Subscription Term (or any renewal term, as applicable) will be deemed forfeited by Customer and will not be available for use in any subsequent Contract Year.
 - 3.6.2. Customer may scale up or scale down non-production environment(s) using SAP Commerce Cloud, consumption credits. In association with a P1 support ticket (as defined in the Support Schedule), SAP may scale up or down the corresponding environment(s) on behalf of Customer and Customer shall execute an order Form for additional SAP Commerce Cloud, consumption credits if no Capacity Units are available for the applicable Contract Year.
 - 3.6.3. If Customer fails to execute an additional Order Form for Excess Use of SAP Commerce Cloud, consumption credits, as outlined in the Order Form, and upon 30 days' notice from SAP, SAP reserves the right to decrease the infrastructure size of the corresponding Cloud Service environment(s) to a tenant size profile (as described in the SAP Commerce Cloud Technical and Functional Specifications) that maintains Customer in compliance with the documented Usage Metric volumes in the Order Form.
- 3.7. **Optional Services.** The following services may be added to a Cloud Service subscription for additional fees based on the following Usage Metrics.

- 3.7.1. **SAP Commerce Cloud, citizen engagement accelerator.** The Usage Metric for SAP Commerce Cloud, citizen engagement accelerator is Orders measured in units of 50,000 Orders per contract year.
- 3.7.2. **SAP Commerce Cloud, travel accelerator.** The Usage Metric for SAP Commerce Cloud, travel accelerator is Orders measured in units of 50,000 Orders per contract year.
- 3.7.3. **SAP Commerce Cloud, telco and utilities accelerator.** The Usage Metric for SAP Commerce Cloud, telco and utilities accelerator is Orders measured in units of 50,000 Orders per contract year or GMV. For subscriptions to SAP Commerce Cloud, telco and utilities accelerator using GMV as the Usage Metric, the initial unit size is €12,000,000 GMV per contract year (identified in in the Order Form as SAP Commerce Cloud, telco and utilities accelerator, access). Customer must include additional GMV in its subscription as required to cover total GMV each contract year.
- 3.7.4. **SAP Commerce Cloud, financial services accelerator.** The Usage Metric for SAP Commerce Cloud, financial services accelerator is Orders measured in units of 50,000 Orders per contract year.
- 3.7.5. **SAP Commerce Cloud, data hub.** The Usage Metric for SAP Commerce Cloud, data hub is Tenants.
- 3.7. **Optional Services, composable edition.** The following services may be added to a SAP Commerce Cloud, composable edition subscription for additional fees based on the following Usage Metrics.
 - 3.7.1. **SAP Commerce Cloud, product information management add-on.** The Usage Metric for SAP Commerce Cloud, product information management add-on is “% of Net Recurring Fee” of the subscribed volume of GMV and/or Orders.
 - 3.7.2. **SAP Commerce Cloud, search add-on.** The Usage Metric for SAP Commerce Cloud, search add-on is “% of Net Recurring Fee” of the subscribed volume of GMV and/or Orders.
 - 3.7.3. **SAP Commerce Cloud, storefront composer add-on.** The Usage Metric for SAP Commerce Cloud, storefront composer add-on is “% of Net Recurring Fee” of the subscribed volume of GMV and/or Orders.
 - 3.7.4. **SAP Commerce Cloud, order management add-on.** The Usage Metric for SAP Commerce Cloud, order management add-on is “% of Net Recurring Fee” of the subscribed volume of GMV and/or Orders.
 - 3.7.5. **intelligent selling services for SAP Commerce Cloud.** The Usage Metric for intelligent selling services for SAP Commerce Cloud is API Call.

4. CUSTOMER RESPONSIBILITIES

- 4.1. Customer may integrate Customer’s third-party payment gateway with the Cloud Service to provide payment status information, provided Customer may not provide to or store in the Cloud Service any other information stored on such Customer payment gateway (including credit card information).
- 4.2. Customer is responsible for installing upgrades and new releases of the Cloud Service. Customer must only use a version or release of the Cloud Service for which software maintenance and support are current, as provided by SAP and further described in Documentation. For the purposes of this provision, “Current” means the Cloud Service application framework is still covered by Mainstream Maintenance and has not entered End of Mainstream Maintenance status. Customer must determine which SAP-supplied software updates to apply to its environments. If Customer does not maintain the Cloud Service application framework on a Current version or release, (i) SAP’s ability to provide support may be limited and SAP assumes no responsibilities for such limitations; (ii) the System Availability Service Levels in the SLA and this document shall not apply; and (iii) Customer is responsible for the resulting ramifications including performance, availability, functionality, and/or security issues experienced with the Cloud Service that are caused by Customer’s use of a non-Current version or release of the Cloud Service application framework.
- 4.3. If Customer subscribes to SAP Commerce Cloud, code-replication data center zone, Customer is responsible for third-party applications and/or Customer-specific code, including proper installation, and operability in the code-replication Data Center. Customer is also responsible for management, support, testing and resolving source code, compatibility issues, security vulnerabilities or other conflicts that may arise with use of third-party applications and/or Customer-specific code.

4.4. **Customer Data**

- 4.4.1. SAP reserves the right to remove or require Customer to remove any Customer Data (or third-party information) which SAP reasonably believes breaches any applicable laws or regulations or any third party's rights. SAP will notify Customer if it removes any Customer Data (or third-party information) in accordance with this Section.
- 4.4.2. If Customer installs or enables any applications or web services of third parties for integration with the Cloud Service, SAP may allow those third-party providers to access Customer Data as required for the interoperation of the third-party applications or web services with the Cloud Service. SAP is not responsible for any negative effects on the Cloud Service, nor any disclosure, modification, or deletion of Customer Data, caused by the third-party applications or web services or third-party providers.

5. **AVAILABILITY**

The Service Level Agreement for SAP Cloud Services referenced in the Order Form and the SAP System Availability Warranty in the GTC are superseded by the following, only as expressly noted:

- 5.1. "**Available**" or "**Availability**" - means that in relation to the production environment of the Hosting Platform, SAP will maintain a System Availability SLA for productive environments of 99.95% during each calendar month, subject to Excluded Downtime (as defined in the SLA).
- 5.2. In the event SAP believes Customer-specific code is affecting performance or security of the Cloud Service, SAP will notify Customer (which may be by email to Customer's administrative user) detailing the reasons for such belief. Customer will respond to SAP within seven days and will thereafter cooperate with SAP to determine the root cause of the performance issues, which may include a joint review of the Customer-specific code. Customer will institute any reasonable recommendations made by SAP to correct the performance issues caused by Customer-specific code.

6. **EXCLUDED SERVICES**

The following activities are not in scope of the Cloud Service:

- 6.1. Implementation services (including deployment, initial set-up, configuration, customization and integration of the Cloud Service);
- 6.2. Support services (including first-level help desk support) for customized code, third party applications and third-party web services (including credit card payment processing and SSL certificates); and
- 6.3. Applying and deploying software application upgrades and updates for SAP Commerce Cloud unless otherwise indicated in this Supplement.