

**SAP Commerce Cloud
Supplemental Terms and Conditions**

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to SAP Commerce Cloud. Any documents referenced in this Supplement are available upon request.

1. DEFINITIONS

- 1.1. **End User** means an individual or business entity that accesses the Customer Cloud Service platform to view and/or purchase Customer goods or services.
- 1.2. **Gross Merchandize Value (GMV)** means Customer's and its Affiliates' total annual sales gross revenue for products or services that are purchased through Cloud Service platforms by End Users in a given contract year. Gross Merchandise Value shall exclude any shipping, handling and other costs charged to End Users. Any taxes, including VAT, along with any financing charges and interest for installments charged to End Users as part of any transaction shall also be excluded. Returns, refunds, cancellations, or credits granted by Customer or its Affiliates to End Users will not reduce the GMV amount.
- 1.3. **Hosting Platform** means a hosted infrastructure to run the Cloud Service.
- 1.4. **Orders** means the number of sales and service orders processed in a contract year by Customer and its Affiliates through the Cloud Service. 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.
- 1.5. **SAP Commerce Cloud Services Description** means the document describing the managed services provided by SAP as part of the Cloud Service located at <https://www.sap.com/about/agreements/policies/service-specifications.html> (and made available to Customer upon request).
- 1.6. **Users (for SAP Qualtrics Digital CX)** means individuals authorized to access SAP Qualtrics Digital CX in the Packaged SAP Qualtrics Cloud Service.

2. CLOUD SERVICE

- 2.1. **Editions.** The Cloud Service is available in three editions: Standard Edition, Professional Edition, and Enterprise Edition plus additional add-on services. The Cloud Service software functionality delivered with the each edition is specified in the SAP Commerce Technical and Functional Specifications document located at: <https://www.sap.com/about/agreements/policies/service-specifications.html>
- 2.2. **Infrastructure Services.** The Cloud Service includes infrastructure services as described in the SAP Commerce Cloud Services Description.
- 2.3. **Infrastructure.** SAP Commerce Cloud includes the infrastructure resources set forth in the table below:

VPNs	1	Usage Metric = Gateway
Storage	5000	Usage Metric = GB of Storage

- 2.4. If the Customer subscribes to SAP Commerce Cloud, professional or enterprise edition, Customer will receive access to SAP Business Technology Platform, Kyma runtime service ("SAP BTP, kyma") at no additional fee subject to the limitations indicated herein. If the Customer subscribes to SAP Commerce Cloud, professional edition, access is limited to 17,388 capacity units of SAP BTP, kyma per contract year. If the Customer subscribes to SAP Commerce Cloud, enterprise edition, access is limited to 34,776 capacity units of SAP BTP, kyma per contract year. In the event that SAP becomes aware that Customer's use of SAP BTP, kyma has exceeded the foregoing usage limitations, Customer will be automatically invoiced for such excess use. Customer's use of SAP BTP, kyma is subject to the Business Technology Platform supplemental terms and conditions located at <http://www.sap.com/agreements-cloud-supplement>.
- 2.5. Customers with Cloud Service subscription based on GMV metric are entitled to the following usage per contract year:

- Average monthly use of 160GB of memory (RAM) for the first €12 Million of annual GMV subscription.
- Average monthly use of 64GB of memory (RAM) for up to every additional €10 Million of annual GMV subscription, not to exceed 1,376GB per production environment regardless of annual GMV subscriptions.

Customers with Cloud Service subscription based on Orders metric are entitled to the following usage per contract year:

- Average monthly use of 160GB of memory (RAM) for up to 100,000 annual Orders subscription and
- Average monthly use of 64GB of memory (RAM) for up to every additional 250,000 annual Orders subscription, not to exceed 1,376GB per production environment regardless of annual Orders subscriptions.

Where a Customer purchases additional SAP Commerce Cloud, code-replication production environment(s) or SAP Commerce Cloud, code-replication data center(s), the above-mentioned usage limitations will increase by 128GB of memory (RAM) per additional production environment.

In the event Customer exceeds any of the aforementioned usage limitations in three (3) or more consecutive months, SAP may 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. Excess use of the usage limitations indicated in this Section. 2.5 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 all of Customer's Cloud Service production environments. 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, standard edition, GMV, access, (b) SAP Commerce Cloud, professional edition, GMV, access or (c) SAP Commerce Cloud, enterprise edition, GMV, access). Customer must include additional GMV in its subscription as required to cover total GMV each contract year. 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, standard edition, orders, access, (b) SAP Commerce Cloud, professional edition, orders, access or (c) SAP Commerce Cloud, enterprise edition, orders, access.
- 3.3. **Tenants.** The Usage Metric for the following services is Tenants. Tenants mean a customer-specific instance of the Cloud Service. SAP Commerce Cloud, non-production 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.
- 3.4. **Additional Infrastructure.** Customers of the Cloud Service may subscribe to additional infrastructure in the form of optional additional storage and code-replication data center zone. For SAP Commerce Cloud, the Usage Metric for additional storage is GB of Storage and the Usage Metric for code-replication data center is Entitlements Package. The Entitlements Package for the Cloud Service is a cluster set up in a data center location within a regional infrastructure availability zone with a code-replication production environment, operating the same codebase (as further described in the Service Description) as in the initial data center zone
- 3.5. **SAP Commerce Cloud, scalability add-on.** The Usage Metric for the SAP Commerce Cloud, scalability add-on is Capacity Units. Capacity Units are the number of units consumed by the usage of the services. This metric is counted in a month. Each Capacity Unit includes 64GB of memory (RAM) along with further infrastructure for horizontal scaling

- 3.6. **Optional Services.** The following services may be added to a Cloud Service subscription for additional fees based on the following Usage Metrics.
 - 3.6.1. **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.
 - 3.6.2. **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.
 - 3.6.3. **SAP Commerce Cloud, telco and media accelerator.** The Usage Metric for SAP Commerce Cloud, telco and media accelerator is Orders measured in units of 50,000 Orders per contract year or GMV. For subscriptions to SAP Commerce Cloud, telco and media 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 media accelerator, access). Customer must include additional GMV in its subscription as required to cover total GMV each contract year.
 - 3.6.4. **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.
 - 3.6.5. **SAP Commerce Cloud, data hub.** The Usage Metric for SAP Commerce Cloud, data hub is Tenants.

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. For the Standard edition of the Cloud Service, Customer shall maintain the Cloud Service application framework on a Current version. 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, (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 of the Cloud Service application framework. For the Professional edition of the Cloud Service, Customer must upgrade the hosted SAP software annually to the latest version (from initial go live) as part of the included Platform Upgrade Service. For the Enterprise edition of the Cloud Service, Customer shall upgrade the Cloud Service software once during a subscription term of three (3) years or less and twice where the subscription term exceeds three (3) years.
- 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) as further described in the SAP Commerce Cloud Services Description available on the SAP website ("Service Description").
- 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. IMPLEMENTATION SERVICES

- 6.1. Customer is responsible for engaging an implementation firm that will provide implementation services for the initial set-up, configuration and integration of the Cloud Service and that will provide first level help-desk support and application support. All implementation firm services are provided under a separate agreement between Customer and the implementation firm. Customer is solely responsible for any services, features, functionality, or extensions provided or deployed by the implementation firm. None of these services, features, functionality, or extensions provided by Customer or its implementation firm is part of the Cloud Service.

7. EXCLUDED SERVICES

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

- 7.1. Implementation services (including deployment, initial set-up, configuration, customization and integration of the Cloud Service);
- 7.2. 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
- 7.3. Applying software application upgrades and updates for SAP Commerce Cloud unless otherwise indicated in this Supplement.

8. EU ACCESS

The EU Access option is not available for the Cloud Service or the Packaged SAP Qualtrics Cloud Service.

9. PACKAGED SAP QUALTRICS CLOUD SERVICES

Where the Cloud Service is included with SAP Qualtrics Digital CX for a single fee (collectively, the **"Packaged SAP Qualtrics Cloud Service"**), the following additional terms apply to such Packaged SAP Qualtrics Cloud Service:

- 9.1. **Usage Metric and Limitations Based on GMV.** Subscriptions to the Packaged SAP Qualtrics Cloud Service using GMV as the Usage Metric are measured in units of €12,000,000 GMV per contract year and includes 10 Users of SAP Qualtrics Digital CX and 40,000 Responses per contract year. **"Responses"** means any completed survey responses (survey results from an individual) in a contract year that are not survey previews, survey tests, or imported responses. Completed Responses include finished surveys and partial surveys that were moved out of responses in progress and recorded.
- 9.2. **Usage Metric and Limitations Based on Orders.** Subscriptions to the Packaged SAP Qualtrics Cloud Service using Orders as the Usage Metric are measured in units of 50,000 Orders per contract year and includes 10 Users of SAP Qualtrics Digital CX and 40,000 Responses per contract year.
- 9.3. **Customer Data Deletion.** Customer is responsible for deleting all Customer Data upon termination. SAP will provide Customer a means to accomplish such deletion.

- 9.4. **Support.** The Contact Channel for support for SAP Qualtrics Digital CX is <https://www.qualtrics.com/support/>. If SAP changes the Contact Channel, SAP will provide notice via <https://www.qualtrics.com/support/>. All other aspects of support are provided in accordance with SAP's Support Policy for Cloud Services.