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 the SAP Commerce Cloud product(s) (and the related services named in the Fees section of this Supplement) ("Cloud Service"). Any documents referenced in this Supplement are available upon request.

1. DEFINITIONS

1.1 **Contract Year** means a period of twelve consecutive months beginning on the first day of the Subscription Term or its annual anniversary.

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

1.3 **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.

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

1.5 **Orders** means the number of sales and service orders processed in a Contract Year by Customer and its Affiliates through the Cloud Service.

1.6 **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).

2. CLOUD SERVICE

2.1 **Editions.** The Cloud Service is available in two editions: Standard and Professional, 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: http://www.sap.com/about/agreements/policies/servicespecifications.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

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 SAP Commerce Cloud, standard edition, GMV, access or SAP Commerce Cloud, professional edition, GMV, access). Customer must include additional GMV in its subscription as required to cover total GMV each Contract Year. SAP will convert the Euro price to Customer's local currency using SAP standard exchange rates using the daily fixing rate based on the published fixing against Euro of the European Central Bank (for the main currencies;

) and the daily fixing rates of WMR (Reuters) for the currencies not fixed by the European Central Bank.

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 SAP Commerce Cloud, standard edition, orders, access or SAP Commerce Cloud, professional 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, and can only be purchased with the SAP Commerce Cloud, professional edition; SAP Commerce Cloud, development environment; SAP Commerce Cloud, staging environment; and SAP Commerce Cloud, production environment.

3.4 **Additional Infrastructure.** Customer may subscribe to additional infrastructure in the form of optional additional storage and additional data center zones. For SAP Commerce Cloud, the Usage Metric for additional storage is GB of Storage and the Usage Metric for additional data zone 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.

3.5 **Optional Services**. The following services may be added to a Cloud Service subscription for additional fees based on the following Usage Metrics.

(a) **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.

(b) **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.

(c) **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.

(d) **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.

(e) **SAP Commerce Cloud, data hub.** The Usage Metric for SAP Commerce Cloud, data hub is Tenants.

4. **CUSTOMER DATA**

4.1 **Customer Obligations/Responsibilities.**

(a) 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).

(b) For the Standard edition of the Cloud Service, Customer will maintain the Cloud Service application framework on a currently supported version. Customer must determine which SAP-supplied software updates to apply to its environments. SAP will not manage Customer applications in the Cloud Service which are running on unsupported versions of the SAP software. 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 Platinum Upgrade Service.

(c) If Customer subscribes to an additional Data Center Zone, Customer is responsible for ensuring any third-party applications or Customer-specific code are properly installed and functioning in the additional Data Center Zone.

4.2 Responsibility for Customer Data

(a) 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 clause.

(b) 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, the raw web page code (html or similar code, but excluding content, third party service calls and custom code developed by Customer or its implementation firm) loads to a user's browser in under 1 second (as measured by the reporting tools within the SAP network) to Customer for 99.95% of the time (7x24) in any calendar month, excluding Scheduled Maintenance (or a change to the Managed Services) as specified in the SAP Commerce Cloud Services Description ("**Service Level Objective**").

5.2 Customer shall provide SAP with notice ten days prior to any maintenance to be performed by Customer which may impact the performance of the Cloud Service by opening a ticket with SAP through SAP support channels set forth in the Support Policy for SAP Cloud Services.

5.3 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. SAP is not responsible for any failure to achieve the Service Level Objective 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.

6.2 SAP and Customer shall be free to use for any purpose the Residuals resulting from access to or work with Confidential Information disclosed in the performance of technical assistance services. The term "**Residuals**" shall mean information in nontangible form, which may be retained by persons who have had access to the confidential information, including ideas, concepts, know-how or techniques contained herein. Neither SAP nor Customer shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyright or patents.

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);
7.3   Applying software application upgrades and updates for SAP Commerce Cloud, except that the Professional edition includes one technical platform upgrade (per year following initial go live) of the base solution of the SAP software as part of the Platinum Upgrade Service.

8.   DATA PRIVACY.
The Personal Data Processing Agreement for SAP Cloud Services referenced in or attached to the Order Form does not apply to application support provided by Customer or Customer's third-party support contractor, any third-party applications, third party web services, or any Customer-specific code or modifications to the Cloud Service. The EU Access option is not available for the Cloud Service.