SAP Omnichannel Point-of-Sale by GK
Supplemental Terms and Conditions

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies only to **SAP Omnichannel Point-of-Sale by GK**, including any optional services described below **(the "Cloud Service")**. Any documents referenced in this Supplement are available upon request.

1.   CLOUD SERVICE

1.1.   **Cloud Service**. The Cloud Service provides a suite of solutions to support retailers to transact with consumers in a brick and mortar environment (typically B2C).

1.2.   Options. SAP Omnichannel Point-of-Sale by GK is available in one edition with the following options:

- SAP Omnichannel Point-of-Sale by GK, cloud edition (mandatory);
- SAP Omnichannel Point-of-Sale by GK, cloud edition, additional devices (optional);
- SAP Omnichannel Point-of-Sale by GK, cloud edition, additional documents (optional);
- SAP Omnichannel Point-of-Sale by GK, cloud edition, storage (optional);
- SAP Omnichannel Point-of-Sale by GK, cloud edition, add-on for self-scanning (optional).

2.   FEES

2.1.   Definitions.

"Contract Year" means as period of one (1) calendar year, beginning on the date the Cloud Service starts to be provided which is mentioned in the Order Form, plus each anniversary of such date during the term of the Agreement.

"Object" Object is a data object, representing any physical object, managed via the Cloud Service. For this Cloud Service, devices on which this Cloud Service operates are counted and objects are number of stores.

"Document" Document is a record of commercial transactional data managed via the Cloud Service. For this Cloud Service such as a completed sales transaction, a calculated basket created by API usage and/or transactions that modify inventory value or levels, processed by the Cloud Service.

"Item" means retail articles available in the Cloud Service per store (item-store relationships).

"Storage" means a block of storage capacity for storing data created by the Cloud Service. Storage is sold in block of capacity consisting of a 500 GB managed database, 8 Cores, and 20GB RAM.

2.2.   **SAP Omnichannel Point-of-Sale by GK, cloud edition.** The Cloud Service is provided in a customer-specific instance with one (1) productive and one (1) non-productive environment. The included data entitlement is up to two-hundred (200) Objects, two-hundred-thousand (200,000) Items for productive use with a maximal update rate of 2,5 percent per day and six-million (6,000,000) Documents with a storage retention period of thirty-five (35) days per Document. The data entitlement for SAP Omnichannel Point-of-Sale by GK, cloud edition is measured based upon each Contract Year. Usage beyond the data entitlement included with SAP Omnichannel Point-of-Sale by GK, cloud edition requires the purchase of one of the optional services listed in 1.2 above.

2.3.   **SAP Omnichannel Point-of-Sale by GK, cloud edition, additional devices.** Customer may purchase an option for additional Objects. However, if during a Contract Year the number of Objects used by Customer exceeds the Objects entitlement included with SAP Omnichannel Point-of-Sale by GK, cloud edition, Customer must purchase such option to cover such additional Objects.

2.4.   **SAP Omnichannel Point-of-Sale by GK, cloud edition, additional documents.** Customer may purchase an option for additional Documents. However, if during a Contract Year the number of Documents generated by Customer exceeds the Documents entitlement included with SAP Omnichannel Point-of-Sale by GK, cloud edition, Customer must purchase the such option to cover such additional Documents.

2.5. **SAP Omnichannel Point-of-Sale by GK, cloud edition, storage**. Customer may purchase an option for additional Storage. However, if during a Contract Year Customer´s Storage use exceeds the Storage entitlement (measured by a metric other than Objects or Documents) included with SAP Omnichannel Point-of-Sale by GK, cloud edition, Customer must purchase such option to cover such additional Storage.

2.6. **SAP Omnichannel Point-of-Sale by GK, Cloud Edition, add-on for self-scanning.** SAP Omnichannel Point-of-Sale by GK, cloud edition, add-on for self-scanning extends the capabilities of SAP Omnichannel Point-of-Sale by GK, Cloud Edition with self-scanning capabilities.

3. ADDITIONAL TERMS

3.1. **New Versions and Updates**. New versions of the Cloud Service will be provided based on availability. In alignment with Customer, but at least once within twelve (12) months, a new version of the Cloud Service will be provisioned to Customer. Customer is responsible for testing and piloting of upgrades and new versions of the Cloud Service. Security updates for the Cloud Service infrastructure are mandatory and will be applied automatically. Security update for the Cloud Service applications will be applied in alignment with the customer.

3.2. **Configuration and Customization**. Operation of customer-specific extensions and adaptations to the central (cloud) components of the Cloud Service is Customer´s sole responsibility. Customer is also responsible for providing additional environments for the development, testing and piloting of such customer-specific extensions and adaptations.

3.3. **Software Installation**. Customer may be required to download certain software and install such software on point-of-sale devices and peripherals to enable integration with the Cloud Service. Customer is responsible for installing the software in accordance with the Documentation and applying all updates and patches to the software provided. The software supports the operating system and database management systems described in SAP Note 2938296. Customer may not install or use the software or updates and patches on any other infrastructure.

4. EXCLUDED SERVICES

Implementation services in general (including provisioning, initial setup, configuration, customization and integration of the Cloud Service) and Support Services (including first level help desk support) for custom code, third party applications and third-party web services (including credit card payment processing and SSL certificates) are not included in the Cloud Service Delivery.

5. SOFTWARE DEVELOPMENT KIT (SDK)

5.1. SAP may make available SDKs for download by Customer. SAP grants Customer a non-exclusive license to the SDKs solely for use with the Cloud Service in accordance with and during the term of the Agreement. Any use or customization of the SDKs is limited to use in support of Customer's internal business operations. Customer is expressly prohibited from using the SDKs to modify or customize any other software from SAP, Customer or any third party. Any other use of the SDKs is subject to a separate written agreement with SAP and may be subject to a fee.

5.2. The SDKs are not part of the Cloud Service subscription, but are provided free of charge, at no additional license or support fee due to SAP, "AS-IS" without warranty of any kind. SAP does not offer and is not obligated to provide SAP Support for the SDKs.

5.3. The SDKs and any modifications and/or enhancements to the SDKs and/or the Cloud Service, and all intellectual property rights embodied in the foregoing, shall be the sole and exclusive property of SAP, SAP SE (the parent company of SAP) or its or their licensors. No further rights are granted to Customer under this Agreement regarding the SDKs.

5.4. Customer confirms that it has access to SAP Download Center as required to download the SDKs licensed under this Agreement.