

**SAP Hybris Commerce, cloud edition
and
SAP Hybris Commerce, Edge cloud edition
Supplemental Terms and Conditions**

These supplemental terms and conditions (the “**Supplement**”) are part of an agreement for certain SAP Cloud services (“**Agreement**”) between SAP and Customer and apply solely to SAP Hybris Commerce, cloud edition (and the related services named in the Fees section of this Supplement) and SAP Hybris Commerce, Edge cloud edition (the “**Cloud Service**”), and not any other SAP product or service.

1. DEFINITIONS

- 1.1. **Application Support** means support services for implementation, ongoing site changes/deployments and software applications, which are to be managed by Customer or its designated Implementation Firm.
- 1.2. **Build Deployment** means the deployment of a Customer build of SAP code, database configuration and/or configuration from a Development Environment to a Staging Environment, User Acceptance Testing (UAT) or Production Environment, including the initial load and each subsequent update.
- 1.3. **Business Days** means any day which is not a Saturday, Sunday or national public holiday in the country in which the data center where Customer’s Cloud Service environment is hosted.
- 1.4. **Business Hour(s)** means the hours of 9:00 a.m. to 5:00 p.m. on a Business Day in the time zone of the data center where Customer’s Cloud Service environment is hosted (prevailing Eastern Time for North America and LATAM region, prevailing Central European Time for EMEA region and prevailing Australian Eastern Time for Asia/ Pacific region).
- 1.5. **Commerce Channels** means Customer’s Website, mobile applications or customer services channels to be hosted by SAP pursuant to this Agreement.
- 1.6. **Development Environment** means an instance of the Cloud Service configured in accordance with the specification for the development environment provided by Customer or the Implementation Firm.
- 1.7. **Extraordinary Activity** means a rise in Peak Page Views per second above the subscription tier of Peak Page Views per Second in the Order Form.
- 1.8. **Hosting Platform** means a hosted infrastructure to run the Cloud Service.
- 1.9. **Implementation Firm** means the third party selected by Customer to provide the Implementation Services and Application Support as identified by Customer.
- 1.10. **Implementation Services** means the services performed by the Implementation Firm to deploy, set-up, or otherwise configure the Commerce Channels and the SAP software to function and perform the Cloud Service for Customer.
- 1.11. **Page Views** means Every HTML page load with an HTTP response code 200 and the content type html. The following list includes examples of activities considered Page Views, but is not intended to be an exclusive list:
 - (a) Single views of a mobile or browser application or HTML page load of an internet site, via screen views, screen states, mobile web pages, web stores, the In-Store module or Contact Center module, for which the Cloud Service provides data.
 - (b) JSP page requests, Ajax requests, REST service requests, SOAP service requests, or other application server requests through the Cloud Service.
- 1.12. **Peak Page Views per second or PPV** means the number of successful Page Views served by hosted web site(s) averaged over the period of 5 minutes to represent a per second value. “Peak Page Views per Second” is the maximum number calculated from the values above in a given period of time.

- 1.13. Production Environment** means an instance of the Cloud Service configured in accordance with the specification for the production environment provided by Customer and/or the Implementation Firm.
- 1.14. SAP Hybris Commerce, cloud edition Services Description** means the document describing the managed services provided by SAP as part of the Cloud Service. The SAP Hybris Commerce, cloud edition Services Description may be updated by SAP from time to time, subject to the modifications provisions of the GTC. The current version is located at <http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html> (and made available to Customer upon request).
- 1.15. Staging Environment** means an instance of the Cloud Service configured in accordance with the specification for the staging environment provided by Customer and/or the Implementation Firm.
- 1.16. Support** means support for the Cloud Service including support for the Hosting Platform, but excluding Application Support.
- 1.17. Surge Event** means an event that may cause Extraordinary Activity on any Commerce Channel.
- 1.18. Surge Notice** means written notice (in a form specified by SAP) provided by Customer to Customer's SAP technical account manager at least one month in advance of a Surge Event reasonably anticipated by Customer.
- 1.19. Third Party Applications** has the meaning set forth in Section 2.5 of this Supplement.
- 1.20. Website** means Customer's website(s) for which the Cloud Service is provided pursuant to this Agreement.

2. CLOUD SERVICE

- 2.1** Included software functionality delivered with the SAP Hybris Commerce, cloud edition and SAP Hybris Commerce, Edge cloud edition is specified in the SAP Hybris Commerce, Cloud Feature Specification document located at: <http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html> (and made available to Customer upon request), as may be updated by SAP from time to time, subject to the modifications provisions of the GTC.
- 2.2** The Cloud Service includes the hosted infrastructure and application framework provided to Customer as described in the SAP Hybris Commerce, cloud edition Services Description. Customer is responsible for controlling the configuration of the Cloud Service to meet Customer's business requirements. The Cloud Service does not include any Customer-specific modifications or additions.
- 2.3** Following the signing of the Order Form and Customer's completion and return to SAP of the "SAP Hybris Commerce, cloud edition Initial Implementation Form", which is used to gather basic information required for Cloud Service set up, SAP will use its commercially reasonable efforts to meet the following targeted schedule from the date of a "kick-off" meeting / call at a date and time mutually agreed by SAP and Customer, to provide the following:
One Development Environment – 7 Business Days
One Staging Environment – 14 Business Days
One Production Environment – 21 Business Days
Customer or its Implementation Firm will have necessary access to the Development Environment, however all access to the Staging Environment and Production Environment is restricted to SAP's deployment staff for security and stability purposes. Operating system level access to all environments is restricted to SAP's deployment staff.
- 2.4** The sizing of the Production Environment is calculated in a sizing exercise prior to execution of the Order Form, and is based on reference architectures for the overall Peak Page View commitment of Customer. The reference architectures are based on the standard application framework (i.e. SAP Hybris Commerce Accelerator framework) for the Cloud Service, and SAP

does not warrant any specific level of performance of the Cloud Service to the extent it may be affected by Customer customized code.

2.5 If Customer installs or enables any applications of third parties (“**Third Party Applications**”) or Third Party Web Services for use with the Cloud Service, SAP may allow such third party providers to access Customer Data as required for the interoperability of the Third Party Applications or Third Party Web Services with the Cloud Service. SAP will not be responsible for any disclosure, modification or deletion of any Customer Data resulting from any such access by Third Party Application or Third Party Services providers and Customer shall ensure that such access does not violate any applicable law, the rights of any individuals or third parties and will not result in unauthorized access to the Cloud Service or Customer Data.

2.6 Customer shall ensure it has all necessary rights to install Third Party Applications on the Development Environment, Staging Environment and Production Environment and to use such Third Party Applications as implemented by Customer with the Cloud Service. Customer shall ensure that it and its Implementation Firm comply with all applicable license terms for such Third Party Applications. SAP is not responsible for any negative effects on the Cloud Service caused by such Third Party Applications.

3. FEES

3.1 The Usage Metric for SAP Hybris Commerce, cloud edition and the following related services is Peak Page Views per second: SAP Hybris Commerce, Edge cloud edition; SAP Hybris Commerce, cloud edition, order management services; and SAP Hybris Commerce, cloud edition, telco accelerator. The initial subscription to each of these services includes 20 Peak Page Views per second based on a Flat Fee per month, except for SAP Hybris Commerce, Edge cloud edition, which includes 10 Peak Page Views per second based on a Flat Fee per month. Except for SAP Hybris Commerce, Edge cloud edition for which no additional tiers are available, additional tiers of Peak Page Views per second are available in blocks of 10.

3.2 The Usage Metric for the optional SAP Hybris Commerce, cloud edition, entitlement and metering module (not available for SAP Hybris Commerce, Edge cloud edition) is Contacts. Contacts are the number of unique records of customers, prospects, employees, business partners, and constituents within the context of the Cloud Service. The base subscription includes 50,000 Contacts, and additional tiers may be purchased in blocks of 50,000.

3.3 The Usage Metric for the following services is a Flat Fee per month: SAP Hybris Commerce, cloud edition, data hub; SAP Hybris Commerce, cloud edition, infrastructure services; SAP Hybris Commerce, cloud edition, development environment; SAP Hybris Commerce, cloud edition, staging environment; and SAP Hybris Commerce, cloud edition, production environment.

3.4 Customer (unless subscribed to SAP Hybris Commerce, Edge cloud edition) may subscribe to additional Peak Page Views per second in blocks of 10 Peak Page Views per second to cover a temporary (three month minimum) increase in Peak Page Views per second by providing SAP the Surge Notice as set forth in Section 5.5 of these Supplemental Terms and Conditions and executing an Order Form (or an addendum to the Order Form) for the additional volume and associated fees.

3.5 SAP Hybris Commerce, cloud edition and SAP Hybris Commerce, Edge cloud edition include the infrastructure resources set forth in the table below. Additional infrastructure resources may be included in Customer’s subscription by executing an Order Form (or an addendum to the Order Form) for the additional volume and associated fees, except for the SAP Hybris Commerce, Edge cloud edition.

VPNs	1	Usage Metric = Tunnel
Storage	400	Usage Metric = GB
Bandwidth	20	Usage Metric = Mbps

- 3.6** The amount of RAM and the number of CPU cores, servers SAP deploys for Customer's Production Environment is determined by the sizing exercise described in Section 2.4 of this Supplement. Customer (unless subscribed to SAP Hybris Commerce, Edge cloud edition) may subscribe to an optional Multiprotocol Label Switching line (MPLS) (Usage Metric = Mbps), and additional RAM (Usage Metric = GB), CPU cores (Usage Metric = Pieces) and servers (Usage Metric = Flat Fee per month). Servers are available in the following sizes: small (1 core, 4 GB RAM, 40 GB disk storage), medium (2 cores, 8 GB RAM, 40 GB disk storage) and large (4 cores, 16 GB RAM, 40 GB disk storage). Subscription to additional infrastructure services may not be substituted for a subscription to Peak Page Views per second required by Extraordinary Activity.

4. CUSTOMER DATA

4.1. Customer Obligations/Responsibilities.

- (a)** Customer shall maintain a privacy policy on any of its customer-facing Websites that details how Customer handles data submitted through such Websites, and which informs end users how the Cloud Service collects, stores, uses, displays, shares or transfers a user's data.
- (b)** SAP will not be integrating and hosting Customer's third party payment gateway (where all Customer Website transactions will be processed and credit card information will be stored), and Customer should not provide any information stored on such Customer payment gateway to SAP. Customer's third party payment gateway is within Customer's sole responsibility.
- (c)** Customer is solely responsible for the accuracy, completeness, and timeliness of the Customer Data, and the content of the Commerce Channels, and for any decision made or action taken by Customer, any end user, or any third party in reliance upon any Customer Data or content on the Commerce Channels. SAP's sole obligation in this regard is to accurately reproduce such Customer Data on Customer's instruction as provided in this Agreement.
- (d)** Customer shall maintain the Cloud Service application framework on a currently supported version. SAP will provide Customer with support lifecycle information upon request.
- (e)** The Cloud Service relies on a number of standard software components and base applications, as well as the server operating system, which are updated regularly according to SAP internal compliance rules. This update process is mandatory to support the functionality and security of the Cloud Service. Customer must support the update process and confirm and validate that the respective updates can be performed in a timely manner on all environments.
- (f)** SAP produces regular updates to SAP Hybris software components and will provide technical details within product release notes and/or email notification to Customer. SAP released updates are available to Customer as part of its subscription. It is Customer's responsibility to determine which updates to apply to its environments and to update Customer code to run with newer versions of the SAP Hybris software. SAP will not manage Customer applications in the cloud which are running on old, deprecated versions of the SAP Hybris software for which there is no current product support.
- (g)** SAP is not responsible for any delays resulting from the non-performance of the cooperation duties or for cases where the prerequisites in the SAP Hybris Commerce, cloud edition Services Description are not fulfilled. Customer is solely responsible for the provision of its cooperation and for the fulfillment of the prerequisites and will bear any related additional costs and efforts associated with such non-performance.

- 4.2. SAP Obligations.** SAP shall follow its archiving procedures for Customer Data as set out in the SAP Hybris Commerce, cloud edition Services Description. In the event of any loss or damage to Customer Data, SAP shall use commercially reasonable efforts to restore the lost or damaged

Customer Data from the latest back-up of such Customer Data maintained by SAP in accordance with the archiving procedure described in its SAP Hybris Commerce, cloud edition Services Description. SAP shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, (except those third parties sub-contracted by SAP to perform the Cloud Service).

- 4.3. Responsibility for Customer Data.** SAP is neither obliged nor able to edit, review or modify Customer Data (including third party information). 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. Customer is solely responsible for products (including software) or services provided, advertised, sold or otherwise made available by means of the Cloud Service, including any fraud committed in connection with the Cloud Service that may take place on the Commerce Channels, including, but not limited to fraudulent transactions placed by end users.
- 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, except 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 and excluding content, third party service calls and custom code developed by Customer or its Implementation Firm which can potentially increase page load times) loads to a user's browser in three seconds or less as measured by the reporting tools within the SAP network) to Customer for 99.9% of the time (7x24) in any calendar month, excluding Scheduled Maintenance (or a change to the Managed Services) which Customer would be informed of in advance ("**Service Level Objective**"). Scheduled downtime for maintenance will take place during pre-defined maintenance windows ("**Scheduled Maintenance**") as set forth in the SAP Hybris Commerce, cloud edition Services Description.
- 5.2** The Service Level Objective applies specifically to the availability of the Production Environment of the Hosting Platform within the SAP-controlled network and does not apply to Application Support related issues which are the responsibility of Customer and/or its Application Support provider. 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 SAP Hybris Commerce, cloud edition Services Description.
- 5.3** In the event SAP fails to meet the Service Level Objective, Customer will have a right to receive a credit ("Availability Credit") in the amount of 2% of monthly subscription fees for the Cloud Service for each 1% below the Service Level Objective, not to exceed 100% of monthly subscription fees amount, which Customer may apply to a future invoice relating to the Cloud Service which did not meet the Service Level Objective. The Availability Credit shall be a remedy available to Customer for SAP's breach of the System Availability warranty in accordance with the "**System Availability**" section of the GTC. Claims under this Service Level Objective must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant calendar month. SAP will provide to customers a monthly report describing Availability for the Cloud Service either (i) by email following Customer's request to its assigned SAP account manager, or (ii) through an online portal made available to customers, when such online portal becomes available.
- 5.4** The Service Level Objective shall not apply to the Cloud Service to the extent any failure to achieve the Cloud Service Level Objective has been caused by (a) Customer-specific code; (b) a Surge Event for which Customer has not added sufficient infrastructure resources to its Production Environment; (b) Third Party Web Services or (c) Third Party Applications.

- 5.5 If Customer reasonably anticipates a Surge Event it shall give SAP a Surge Notice. If Customer fails to give a Surge Notice based on a reasonably anticipated Surge Event, the performance of the Cloud Service may be negatively affected unless Customer has included adequate resources in its Hosted Platform to support the level of usage associated with the Surge Event through a subscription to the requisite amount of Peak Page Views per second. Surge Events are not supported with SAP Hybris Commerce, Edge cloud edition since Extraordinary Activity is not permitted under this subscription type at any time.
6. **IMPLEMENTATION SERVICES.** It is Customer's responsibility to engage an Implementation Firm that will provide Implementation Services for the initial set-up and/or configuration and/or integration of the Cloud Service and that will provide first level help-desk Support and Application Support. All Implementation Firm services provided to Customer are provided under a separate agreement between Customer and such Implementation Firm. Customer is solely responsible for any features, functionality, or extensions deployed by the Implementation Firm, or any services performed by such Implementation Firm. None of these features, functionality, or extensions provided by Customer or its Implementation Firm is part of the Cloud Service.
7. **EXCLUDED SERVICES.** The Cloud Service under this Supplement is limited to those services expressly defined in the Agreement, including the SAP Hybris Commerce, cloud edition Services Description. In particular, the following activities shall be not in scope of the Cloud Service:
- 7.1 Third Party Applications and Third Party Web Services (including credit card payment processing and SSL certificates);
- 7.2 Application Support services; and
- 7.3 Applying software application upgrades and updates.
8. **SUPPORT.** Software application upgrades can be applied by Customer, or on a project basis, subject to a separate agreement with either SAP or an Implementation Partner.
9. **DATA PRIVACY** The SAP Data Privacy and Security – Data Controller to Data Processor Agreement referenced in or attached to the Order Form applies to the Hosting Platform and infrastructure used by SAP to deliver the Cloud Service, the SAP Managed Services described in the SAP Hybris Commerce, cloud edition Services Description and the support services referenced in the Order Form. It does not apply to Application Support, any Third-Party Applications, Third-Party Web Services, or any Customer-specific code or modifications to the Cloud Service.
10. **SECURITY AND COMPLIANCE**
- 10.1 Customer may not store credit card data in the Cloud Service database. Customer is responsible for ensuring that Customer Data that is PCI relevant is handled in a PCI compliant manner.
- 10.2 Customer is responsible for fixing vulnerability issues that have been discovered in Customer project code.
- 10.3 Customer is responsible for anti-spyware-scans to its public Internet Protocol addresses (IPs). Internal security scans are done by SAP only on the SAP IPs.
- 10.4 Customer is responsible for executing penetration tests to its Website.
- 10.5 Customer is responsible for WAF configuration to have a high level of protection on its environment. A Web Application Firewall (or WAF) is a firewall that filters, monitors, and blocks HTTP/S traffic to and from a web application.