

SAP Upscale Commerce Supplemental Terms and Conditions

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies only to SAP Upscale Commerce services to which Customer is subscribed. 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 sales gross revenue for a specified period for products or services that are purchased through Cloud Service platforms by End Users. 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. **Month** means a calendar month.
- 1.4. **Orders** means the number of sales and service orders processed in a specified period by Customer and its Affiliates through the Cloud Service.

2. CLOUD SERVICE

The Cloud Service supports customers to transact commerce either in store, on mobile or desktop devices or via other channels by which they engage the End User. The Cloud Service handles orders, transactions and payment processing via third-party payment providers (which are not included in the Cloud Service).

3. FEES

- 3.1. Usage Metric
 - 3.1.1. The Usage Metric for SAP Upscale Commerce (SAP Store offering) is GMV per contract month and includes up to €500,000 GMV per contract month.
 - 3.1.2. The Usage Metric for SAP Upscale Commerce enterprise edition, access is GMV and includes up to €12,000,000 GMV per contract year or Orders and includes up to 50,000 Orders per contract year.
 - 3.1.3. The Usage Metric for SAP Upscale Commerce, enterprise edition is GMV, measured per contract year, or Orders in blocks of 25,000 per contract year.
- 3.2. **Currency Conversion.** SAP will convert the Euro price to Customer's local currency using SAP standard exchange rates using the daily fixing rates, which will be made available to Customer upon request.

4. ADDITIONAL TERMS

- 4.1. **EU Access.** The EU Access option is not available for the Cloud Service.
- 4.2. **System Availability.** The System Availability SLA specified in the Service Level Agreement for SAP Cloud Services is replaced with 99.95% System Availability percentage during each Month for productive versions.