

Shopware PaaS Native Supplementary Agreement

This Supplementary Agreement for Shopware PaaS Native ("Supplementary Agreement") shall apply in addition to the General Terms and Conditions ("GTC") and the respective contractual agreements between shopware AG ("shopware") and the Customer ("Customer"). Unless expressly stipulated otherwise, the definitions of the GTC shall apply. In the event of conflicts, the provisions of this Supplementary Agreement shall take precedence over the other provisions of the GTC.

1. Additional Definitions

In addition to the definitions in the GTC, the following definitions apply:

1.1 Monthly Uptime Percentage: percentage derived by subtracting from 100 the percentage of minutes of unavailability of Shopware PaaS Native during the month. The provisions for the calculation and the exclusions under this Supplementary Agreement shall apply.

1.2 Service Unavailable: means the inability of Shopware PaaS Native to run web applications in the Production Environment, either due to errors or failures in the hosting stack or lack of network connectivity to the Internet, to the extent the cause lies within shopware's area of responsibility.

1.3 Service Credit: means a credit calculated as described below, which shopware may credit to an eligible Shopware Account.

1.4 Hosting Fees: correspond to 25% of the contractually agreed net remuneration for the rental of Shopware software. One-time charges, charges for services, remuneration for Resource Overage under Clause 5, other usage-based or variable charges, and value added tax shall not be taken into account.

1.5 Production Environment: is the environment used by the Customer in production (live operation) which shopware provides and operates for the Customer in accordance with the Agreement.

2. Availability

2.1 For Shopware PaaS Native, shopware aims to achieve or exceed a Monthly Uptime Percentage of 99.9% for the hosting infrastructure in the Production Environment.

2.2 The availability target under Clause 2.1 relates to the hosting/platform layer of the Production Environment for which shopware is responsible. Development, staging, and sandbox environments as well as customer-side code, customer-side configurations, third-party plugins/integrations, and other components for which the Customer or third parties are responsible are not subject to the availability target under Clause 2.1.

2.3 The availability target under Clause 2.1 relates exclusively to the availability of the Production Environment. The availability of developer/operations tools and platform functions (e.g. CLI, deployment pipelines, provisioning, logging/monitoring access, backup/restore tools, database tunnel) is not subject to the availability target under Clause 2.1 and does not give rise to any claim for a Service Credit under Clause 3.

3. Provision of Services and Service Credits

3.1 shopware undertakes to provide and operate the Customer's Production Environment for the duration of the Agreement as set out in the service description for the Agreement. The provisions of this Clause 3 (including uptime calculation and Service Credits) shall apply exclusively to the Production Environment from the point in time at which the Customer has notified shopware in writing of the productive go-live.

3.2 For times during which the status “Service Unavailable” occurred, shopware shall grant the Customer Service Credits if the Monthly Uptime Percentage falls short of the target, in accordance with the table below.

The amount of the Service Credits is calculated as a percentage share (Service Credit Percentage) of the Hosting Fees owed by the Customer on a monthly basis. For Hosting Fees payable annually, the amount of the Service Credit is calculated as a percentage share of one twelfth of the Hosting Fees payable annually by the Customer.

The following table lists the percentages of the Service Credits:

Monthly Uptime Percentage (PaaS Native)	Service Credit Percentage (on Hosting Fees)
99.9% or more	0%
below 99.9% to 99.5%	5%
below 99.5% to 99.0%	15%
below 99.0%	30%

The Service Credit is capped at a total of 30% of the Hosting Fees for the affected calendar month.

3.3 The following are excluded from the calculation of the uptime:

- routine, required, and scheduled maintenance and repair work (no more than eight hours per month in total), provided that these have been announced to the Customer at least seven (7) days in advance at <https://status.shopware.com> or in writing; as well as
- Emergency Maintenance, in particular security-critical measures, patches, or changes to mitigate acute risks or to stabilise operations, which may be carried out with shorter notice or without notice for technical or security-related reasons.

3.4 shopware will only apply Service Credits to future, otherwise due remuneration payments. shopware may, at its reasonable discretion, apply the Service Credit to the Customer's outstanding balance. Service Credits do not entitle the Customer to a refund or any other payment. A Service Credit will only be granted if the credit amount for the respective billing period exceeds ten euros. Unused credits expire 12 months after issuance.

3.5 Service Credits may be applied to outstanding balances of the same Shopware Account. However, they cannot be transferred to or applied to another Shopware Account.

3.6 Unless otherwise stipulated in the Agreement, the Customer's sole and exclusive remedy in the event of unavailability, non-performance, or any other failure by shopware in the provision and operation of Shopware PaaS Native shall be the receipt of a corresponding Service Credit.

3.7 In order to receive a Service Credit, the Customer must submit a request by creating a support ticket via the ticket system in the Shopware Account within 30 days after the end of the calendar month in which the incident occurred, and provide the following information:

1. the words “Application for Shopware PaaS Native Service Credit” in the subject line;
2. the affected calendar month as well as the date and time of the individual incidents for which the status “Service Unavailable” is being claimed;
3. the information necessary to allocate the request, in particular the affected Shopware Domain;

4. appropriate evidence (e.g. request logs) documenting the errors and confirming the alleged unavailability of the Service (all confidential or sensitive information in these logs must be removed or replaced by asterisks).

If, on the basis of such an application, shopware confirms that the Monthly Uptime Percentage falls below the availability target under Clause 2.1, shopware will issue the Service Credit within one billing cycle after the month in which the application was confirmed. Failure to submit an application, or the absence of one or more of the items of information required above when submitting the application, shall result in the exclusion of any claim to a Service Credit.

3.8 shopware reserves the right to grant a Service Credit in individual cases also in circumstances other than those described herein. In such cases, the grant is made without acknowledgment of any legal obligation, in particular without the Customer being entitled in the future to a Service Credit in comparable circumstances. The agreed limitations of liability shall remain unaffected.

4. Support

4.1 Access to support is provided via the ticket system in the Shopware Account. The scope, service times/availability, and response times for support services are determined by the Agreement or, where applicable, by a separately agreed Service Level Agreement for support services pursuant to Clause 43 of the GTC. For Shopware Rise, Shopware Evolve, or Shopware Beyond, they are set out in the respective applicable service description/documentation. Response times are not resolution times and do not necessarily include the start of error correction or a final solution within specific deadlines. Where shopware provides additional communication channels (e.g. Slack), these are voluntary additional services from which no further claims arise.

4.2 Support services under this Supplementary Agreement shall be provided exclusively for the Production Environment and the hosting/platform layer for which shopware is responsible. Development, staging, and sandbox environments as well as other non-production environments are not subject to the support services under this Supplementary Agreement.

5. Additional PaaS Resources and Resource Overage

5.1 The contractually agreed PaaS Resources constitute the resource base covered by the agreed remuneration. PaaS Resources within the meaning of this Supplementary Agreement are compute in vCPU, memory in GB RAM, and database capacity in ACU. vCPU and GB RAM relate to the Shopware namespace. Database capacity is measured separately in ACU.

5.2 Resource Overage is determined only for the Production Environment. Development, staging, sandbox, and other non-production environments are not taken into account when determining Resource Overage.

5.3 shopware is entitled to measure the consumption of the PaaS Resources by means of the platform metrics provided for this purpose. Resource Overage exists where the average consumption of a PaaS Resource during the respective evaluation period exceeds the contractually agreed resource base for that PaaS Resource.

5.4 The evaluation period is three months. Short-term load peaks, seasonal peaks, campaigns, or other temporary increases in resource consumption do not in themselves trigger Resource Overage. They are taken into account only in so far as they affect the average consumption during the evaluation period.

5.5 Where Resource Overage is determined, shopware is entitled to charge additional remuneration for such Resource Overage. The prices relevant for calculating the additional remuneration are set out in the price list published at <https://www.shopware.com/en/paas-native-overages> at the time the Agreement is concluded.

5.6 The additional remuneration is calculated separately for each PaaS Resource. The calculation is based on the positive difference between the average consumption and the agreed resource base of the respective PaaS Resource. Unused resources are not credited and are not set off against Resource Overage of other PaaS Resources or in other evaluation periods.

5.7 Resource Overage is billed after the end of the respective evaluation period. shopware is entitled to bill the additional remuneration together with the next regular invoice or by way of a separate invoice. Additional remuneration under this Clause 5 does not increase the Hosting Fees within the meaning of this Supplementary Agreement.

6. Exclusions

The availability target under Clause 2.1 and claims for Service Credits under Clause 3 do not apply to unavailability, suspension, or termination of the Service caused by any of the following:

6.1 Disruptions resulting from acts or omissions of the Customer, including defective or problematic application code deployed in an environment, unless the Customer is not responsible for the act or omission. This also applies to unavailability caused by the Customer, such as missing content, errors caused by the Customer's code, errors in the application configuration, or usage exceeding the agreed scope.

6.2 Disruptions resulting from equipment, software, or other technology of the Customer and/or from equipment, software, or other technology of third parties (with the exception of equipment, software, or other technology of third parties for which shopware is directly responsible), unless the Customer is not responsible for this.

6.3 Disruptions affecting only the non-production environments, including development and/or staging environments.

6.4 Disruptions arising from the suspension and/or termination of the Customer's right to use the Services under the Agreement.

6.5 The unavailability of certain features or functions within the Production Environment, while others remain available, does not constitute unavailability of the Service, provided that the affected features or functions are not classified by shopware, at its reasonable discretion, as essential in their entirety to the Production Environment or the Service as a whole.

6.6 Scheduled maintenance and repair work as well as Emergency Maintenance pursuant to Clause 3.3.

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