

Special Contractual Terms for Shopware Intelligence+

1. Scope of Application, Relationship to the GTC

1.1. These Special Contractual Terms for Shopware Intelligence+ ("SCT-SI+" for short) govern the contractual relationship between shopware AG, Ebbinghoff 10, 48624 Schöppingen, Germany ("shopware" for short) and its customers ("Customer" for short) with regard to Shopware Intelligence+.

1.2. These SCT-SI+ supplement the General Terms and Conditions of Business of shopware ("GTC" for short). In the event of conflicts, these SCT-SI+ shall take precedence over the GTC. In all other respects, the GTC and the further contractual components referenced therein shall remain applicable without change.

2. Definitions

2.1. Requests (Services): The unit defined per Service in the documentation by which usage is measured (e.g. "Requests", "Edit Actions", "Previews Generated"). In the context of Services as well as Shopware Intelligence and Shopware Intelligence+, in particular in Part 7 of the GTC, in these SCT-SI+, and in the respective documentation, the term may also be used without the addition "(Services)". Outside this context, for example where the term "request" is used without the addition "(Services)" in the context of communications with support, the above definition shall not apply.

2.2. Products: Software, extensions, PaaS, SaaS and Shopware Intelligence+.

2.3. Services: Functions operated by shopware and made available in the shopware administration or connected interfaces, which are generally AI-based. These are not "Service Features" within the meaning of the GTC.

2.4. Shopware Intelligence: The umbrella term for AI initiatives and (AI-based) services provided by shopware, including agentic assistant functions.

2.5. Shopware Intelligence+: A paid subscription that enables Customer to use Services.

3. Subject Matter of the Contract, Requirements and Supplementary Conditions

3.1. shopware provides Shopware Intelligence+ to Customer as a subscription against payment of remuneration in accordance with these special provisions and the contract, in a condition fit for use in accordance with the contract.

3.2. The availability of individual Services and the respectively applicable conditions (in particular remuneration and scope of use) may vary depending on whether Customer uses the free Community Edition or proprietary shopware software. Within the proprietary shopware software, availability and conditions may also vary further.

3.3. The Terms of Use for Services of shopware AG apply in addition to the use of Services; they are available at <https://www.shopware.com/en/legal/service-usage>.

4. Scope of Services, Service Description, Documentation

4.1. The condition of Shopware Intelligence+ is determined by the service description/documentation published at the time of contract conclusion at <https://docs.shopware.com/en/shopware-6-en/shopware-services/shopware-intelligence-plus-subscription>.

4.2. The documentation for Shopware Intelligence+ is provided “as is” on the internet for retrieval at <https://docs.shopware.com>. shopware is only obliged to provide other documentation if expressly agreed between the parties in writing.

4.3. shopware is entitled to change, further develop, replace or add Services in the course of product development, provided that this is reasonable for Customer taking into account the interests of both parties. In all other respects, Section 3.5 and Section 17 of the GTC apply.

4.4. shopware strives for an annual availability of 99% for Shopware Intelligence+ (based on 24 hours per day, 365 days per year). Excluded are routine, necessary and planned maintenance and repair measures (no more than a total of eight hours per month). Where possible, necessary maintenance and repair measures will be announced in good time at <https://status.shopware.com>. shopware does not owe uninterrupted availability of Shopware Intelligence+ at all times.

5. Commencement of Contract, Contract Term, Renewal, Termination

5.1. The contract term of Shopware Intelligence+ begins upon conclusion of the contract, generally with the booking by Customer, and initially runs for one month.

5.2. The contract term is extended by a further month in each case unless the contractual relationship is terminated at the end of a term. The date of receipt (Zugang) of the notice of termination by the other party shall be decisive. A tacit extension of the contract through continued use in accordance with Section 545 sentence 1 BGB is excluded.

6. Remuneration and Invoicing

6.1. Shopware Intelligence+ is subject to remuneration. Only the prices displayed in the booking process shall apply.

6.2. The remuneration is invoiced as stated in the booking process. Unless expressly stated otherwise, invoicing shall take place monthly in advance at the beginning of each contract month.

7. Scope of Use and Fair Use Policy

7.1. Where Shopware Intelligence+ is designated as “unlimited” or “unlimitiert”, there are no fixed quantitative request quotas for the Services. Requests may nevertheless be measured (e.g. for displaying usage, capacity planning, or detecting misuse).

7.2. Notwithstanding Section 7.1, shopware is entitled, in the event of atypically high or abusive use, to temporarily reduce the request rate (meaning the number of requests per unit of time) in order to ensure proper operation, or to take other appropriate measures to safeguard the integrity, security and stability of the systems and availability for other customers. This includes, in particular, measures in cases of abusive use, automated mass retrieval, circumvention of technical protective measures, or other use contrary to the shopware Acceptable Use Policy and/or the Terms of Use for AI-Based Systems.

7.3. In cases pursuant to Section 7.2, shopware may temporarily restrict or block the use of individual Services until the cause has been remedied. shopware will inform Customer in advance, to the extent this is reasonable and the purpose of the measure is not thereby jeopardized, and will give Customer the opportunity to adjust its use.

8. Free Trial Use within Shopware Intelligence

8.1. Independently of Shopware Intelligence+, shopware may provide free request quotas for trial use (the "Free Quotas") of individual Services within Shopware Intelligence.

8.2. There is no entitlement to Free Quotas for each Service or to the provision of specific Services within Shopware Intelligence. shopware is entitled to adjust or discontinue Free Quotas for individual Services or overall at its own discretion.

8.3. Free Quotas are generally renewed at the beginning of each calendar month. Any carry-over of unused Free Quotas to the next calendar month is excluded.

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