

# Marketing Agreement for SCD Merchant Award Nomination

## Preamble

At the 2025 Shopware Community Day ("SCD"), exceptional merchants will be celebrated for their outstanding achievements with the Shopware Visionary Award. Winners and shortlisted nominees will be featured in marketing campaigns before and after the SCD, showcasing their accomplishments to the Shopware community and beyond. This Agreement establishes the rights and responsibilities of the parties involved in the nomination and promotional processes, ensuring fair, transparent, and effective representation of participating merchants in connection with the SCD and for general marketing purposes.

## 1. Granting of trademark and copyright usage rights by the Customer, scope

The Customer supports the shopware AG, Ebbinghoff 10, 48624 Schöppingen, (hereinafter referred to as "Shopware") in marketing activities in accordance with the provisions of this Agreement. For this purpose, Customer grants Shopware the following rights:

The customer allows shopware to use the logo and screenshots of the shop in various media. This includes use on social media, shopware's website, in sales pitches and webinars.

In addition, the customer's logo and screenshots may be used at trade fairs, keynotes, lectures and in reference calls.

The customer agrees to a press release about the collaboration.

Shopware is under no obligation to the Customer to perform any marketing activities or to enable the Customer to participate in Shopware's own marketing activities.

## 2. Liability of the Customer for marketing material

- The Customer warrants that the photos, logos, screenshots and other works protected by copyright and/or other intellectual property rights that he has provided were created by him personally and/or that he is able to dispose of the rights granted under Section 1 and that the information he has provided is true.
- The Customer ensures that the content provided (logos, images, texts, other marketing materials) does not infringe on third-party rights. Shopware has no obligation to verify such content and shall not be liable for any legal violations resulting from it. The Customer shall indemnify Shopware against all third-party claims arising from the use of such content.

### Liability of Shopware

- Shopware shall be liable without limitation for damages resulting from intentional or grossly negligent conduct by Shopware, its legal representatives, or agents.
- In cases of ordinary negligence, Shopware shall only be liable for damages resulting from injury to life, body, or health, as well as for damages arising from the breach of essential contractual obligations (cardinal obligations). Essential contractual obligations are those whose fulfillment is necessary for the proper execution of the contract and on which the contracting party may regularly rely. In such cases, liability is limited to foreseeable damages typical for the contract.
- Shopware shall not be liable for delays or failure to fulfill obligations due to force majeure, including but not limited to natural disasters, pandemics, government actions, strikes, or technical disruptions beyond Shopware's control.

### **3. Right to use**

The Customer grants Shopware the non-exclusive and non-transferrable right to use the provided marketing materials in accordance with Section 1 for the period specified in Section 7. The customer may revoke this right for good cause. Separate consent must be obtained for any further use of the material.

### **4. Reports on social media, use of material in posts by Shopware**

To the extent Customer authorizes Shopware to do so, Shopware may, as part of their marketing collaboration, report on Customer's Trademarks and the respective projects (joint projects, projects implemented based on Shopware). Shopware then has the right, in particular, to use the Customer's word and image marks in a social media post after the launch or relaunch of its Shopware Shop in order to introduce the Customer as a new Shopware customer with reference to its new Shop and naming of the URL.

All other playouts that contain material, such as press releases, blog posts, interviews, quotes, case studies, ad content, etc., hereinafter referred to as "posts", must be coordinated in advance with the customer in terms of content and timing. This concerns, among other things:

- (Other) Contributions on the Shopware websites including a distribution via Shopware's social media channels.
- Articles and press releases in the trade media.
- Contributions in Shopware newsletters.
- Contributions (online and offline) in the trade media, e.g.T3N.

With the exception of social media posts, Shopware will not publish any posts whose final version the Customer has not seen and approved. If Shopware does not receive a written objection from the Customer (a simple email is sufficient) within 14 days of the transmission of the final version, the Contribution will be deemed approved.

### **5. Use of the brand logo and screenshots by Shopware**

The Customer may authorize Shopware to use the Customer's brand logo and screenshots/screencasts of the projects implemented with Shopware in the following channels. In doing so, Shopware shall ensure that the presentation is in line with the corporate identity, provided that the customer provides Shopware with the relevant guidelines when the contract is concluded or, in all other respects, in good time before planned marketing measures, at Shopware's reasonable discretion.

- Trade fairs
- Social Media
- Our Website
- Sales Pitches
- Keynotes/ Lectures
- Webinars
- Reference Calls

#### **Community Hub Integration**

In addition to the aforementioned marketing channels, Shopware may feature the Customer and their project within the Shopware Community Hub. This includes the use of the Customer's name, logo, and project description, provided that it aligns with the branding guidelines communicated by the Customer (if applicable).

### **6. Other marketing activities, participation of the customer**

Shopware may enable the Customer to participate in Shopware's own marketing activities if the Customer

- allows Shopware to use a previously agreed quote
- rates Shopware on a rating platform (G2/ Capterra)
- creates a webinar together with Shopware
- creates a blog post together with Shopware
- creates a video case study together with Shopware
- creates a press release together with Shopware

## 7. Term, termination of the marketing agreement

The term of this Agreement generally corresponds to the term of the license agreement between Customer and Shopware. Regardless of this, either party may terminate the marketing cooperation by giving one month's notice to the end of the month. If the Customer switches to comparable software from a different provider, Shopware will immediately cease to present the Customer on any channels as soon as it becomes aware of this. In the case of print materials, Shopware will do so in the next issue or edition.

## 8. Miscellaneous

This agreement is subject to German law. The place of jurisdiction is Schöppingen.

Should any provision of this agreement prove to be invalid, the remaining provisions shall remain unaffected. In such a case, instead of the invalid provision, a provision shall be deemed to have been agreed which comes as close as possible to the intended purpose of the invalid provision. The same shall apply in the event of a loophole.

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Place, Date

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Name, Signature Customer

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Place, Date

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Name, Signature Shopware