

## **Supplementary Agreement PaaS (Hosting Infrastructure Agreement)**

### **1. Definitions**

- 1.1 "Monthly Uptime Percentage" means the percentage derived by subtracting from 100 the percentage of Service Unavailability minutes during the month.
- 1.2 "Service Unavailable" means the inability of the Services to run web applications due to errors or failures in the hosting stack or lack of network connectivity to the Internet.
- 1.3 "Supported Users" mean the authorized users of the Services ("Supported Users") named by the customer with direct contact information for at least one and a maximum of three representatives who will be authorized to submit tickets and exercise rights for hosting granted by this Agreement. No other Customer representatives will be so entitled. The Customer will promptly notify Shopware in text form of any changes to the supported Users.

### **2. Shopware PaaS light offerings**

For Shopware PaaS light offerings, Shopware aims to achieve or exceed a monthly uptime percentage of 99.5% for the hosting infrastructure.

Shopware will make commercially reasonable efforts to provide support services to customers via an online service desk and in public forums. However, unlike Shopware PaaS Small, Medium und Large offerings, specific service obligations or availability and response times are not owed. Clauses 3 and 4 do not apply.

### **3. Service obligations for Shopware PaaS Small, Medium und Large offerings**

For Shopware PaaS Small, Medium und Large offerings, Shopware agrees to host and maintain the Customer's production environment for the duration of the Agreement and by the subscribed service level ("Service Level Agreement" or "SLA").

The following table lists the SLAs that can be subscribed to:

| Monthly uptime percentage      |                                       |
|--------------------------------|---------------------------------------|
| Shopware PaaS<br>Small: 99.90% | Shopware PaaS<br>Medium/Large: 99.99% |

The calculation of the operating time excludes when the system is unavailable due to maintenance work.

### **4. Availability and response times for Shopware PaaS Small, Medium und Large offerings**

For Shopware PaaS Small, Medium und Large offerings, Shopware undertakes to provide the following availability and response times:

|                            |                                  |
|----------------------------|----------------------------------|
| <i>Availability</i>        |                                  |
| Hosting-Tickets Priority 1 | 24 x 7 x 365                     |
| all other Hosting-Tickets  | 24 x 7 x 365                     |
| <i>Response time</i>       |                                  |
| Urgent - Priority 1        | < = 1 hour                       |
| high - Priority 2          | < = 1 Working day/Business day   |
| Medium - Priority 3        | < = 3 Working days/Business days |

**"Urgent"** - Urgent or Severity 1 means issues that severely impact the use of the Shopware instance (i.e., the service provided through the Shopware instance is down or unavailable OR a critical documented feature/function is unavailable).

**"High"** - High or Severity 2 means that critical functions are impaired, or there is a significant degradation in performance. The Shopware instance is operational, but performance is degraded to the point that usage is severely impacted. Essential functions are not available, but the operation can continue with restrictions.

**"Medium"** - Medium or severity level 3 means a partial, non-critical loss of service usage with little impact on the business. Short-term remediation is possible but not scalable.

**"Minor"** - Minor or Severity 4 means a request for a routine technical issue, application function information, navigation, installation or configuration, or a cosmetic defect.

## 5. Exclusions for all PaaS offerings

The monthly uptime percentages or obligations stated above under Clauses 2 and 3 do not apply to the unavailability, suspension, or termination of the Service caused by any of the following:

- 5.1 Factors beyond Shopware's reasonable control, including, but not limited to, force majeure, Internet access, or related problems outside of the software and server instances directly maintained by Shopware;
- 5.2 Problems resulting from acts or omissions of Customer, including defective or problematic application code deployed in an environment;
- 5.3 Problems resulting from Customer equipment, software, or other technology and/or third party equipment, software, or other technology;
- 5.4 Problems affecting only the non-production environments, including development and/or staging environments;
- 5.5 Problems arising from the suspension and/or termination of the Customer's right to use the Services under this Agreement;

- 5.6 Unavailability caused by the Customer, such as missing content, errors caused by the Customer's code, application configuration, or usage capacity exceeding the booked scope.

While others remain available, the unavailability of certain features or functions within a live hosted site does not constitute unavailability of the Service, as long as the affected features or operations are not deemed to be altogether essential to the site or the Service as a whole.

## **6. Language**

All communications and documentation for the PaaS Offering will be in English.

## **7. Intellectual Property**

- Subscriber may not, nor permit users, or others within Subscriber's control to
- 7.1 copy, republish, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the PaaS Offering;
  - 7.2 modify, translate, or create derivative works based on the PaaS Offering;
  - 7.3 rent, lease, distribute, sell, resell, assign, or otherwise transfer intellectual property rights of the PaaS Offering;
  - 7.4 use the PaaS Offering for time sharing or service bureau purposes or otherwise for the benefit of a third party;
  - 7.5 access, use, or copy any portion of the PaaS Offering to build a competitive product or to benchmark with any third-party product or service,
  - 7.6 remove any trademark or proprietary notices from the Services or publish or disclose to third parties any evaluation of the PaaS Offering without Shopware's prior consent and only to the extent of such authorized disclosure. Subscriber may not interfere with, modify, disrupt or disable features or functionality of PaaS Offering, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the PaaS Offering.

## **8. Prohibited Uses**

- Subscriber may not use the Platform Offering:
- 8.1 In any way that knowingly violates any applicable federal, state, local, or international law or regulation (including, without limitation, GDPR, any laws regarding the export of data or software to and from the US or other countries).
  - 8.2 To exploit, harm, or attempt to exploit or harm minors by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
  - 8.3 To transmit, or procure the sending of, any advertising or promotional material that may be considered any "junk mail", "chain letter," "spam" or any other similar solicitation.
  - 8.4 To knowingly infringe or violate the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party.
  - 8.5 In any way that is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or unlawful.

- 8.6 To impersonate or attempt to impersonate Shopware, a Shopware team member, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any preceding).
- 8.7 To knowingly engage in any other conduct that restricts or inhibits anyone's use of the PaaS site or PaaS Offering, or which, as determined by Shopware, may harm the Shopware or users of the Platform site or Platform Offering or expose them to liability.

Additionally, Subscriber agrees not to:

- 8.8 Use any robot, spider, or another automatic device, process, or means to access the Website or any of its content or any Services for any purpose, including monitoring or copying any of the material on the site or providing any competing services.
- 8.9 Use any manual process to monitor or copy any of the material on the site, any other content of ours, or any other unauthorized purpose without our prior written consent.
- 8.10 Use any device, software, or routine that knowingly interferes with the proper working of the site or the provision of our Services.
- 8.11 Introduce any viruses, trojan horses, worms, logic bombs, or other malicious or technologically harmful material.
- 8.12 Attempt to gain unauthorized access to, or knowingly interfere with, damage or disrupt any parts of the site, the infrastructure on which the site is stored, or any server, computer, or database connected to the site or our Services.
- 8.13 Attack the site or our Services via a denial-of-service attack or a distributed denial-of-service attack.