**Agreement on the Provision of a Shopware Demo Store**

shopware AG, Ebbinghoff 10, 48624 Schöppingen, Germany ("shopware" for short) offers Customer under this Agreement the opportunity to test certain software products of shopware or third parties free of charge for a limited period and within a limited scope.

**1. Applicability of shopware GTC**

The GTC of shopware published at https://www.shopware.com/en/gtc/ apply to this Agreement. In the event of conflicts, this Agreement shall prevail.

**2. Subject of Performance**

2.1. shopware provides Customer under this Agreement with access to a test environment of a Shopware shop (hereinafter: "Demo Store", also referred to as "Demo Shop" or "Demoshop"). This Demo Store is modeled on the functionality of an actual shop as offered by shopware. External accessibility may be restricted by technical measures (e.g. password protection).

2.2. The Demo Store is already prepared with synthetic data and graphics created by means of generative artificial intelligence. Customer may work with these data, modify, delete or otherwise supplement them. Customer may add functions or Extensions and thereby adapt and test the functionality of the Demo Store (hereinafter: "Demonstration Phase").

2.3. shopware does not warrant any particular scope of functionality, use or availability.

2.4. shopware is not obligated to provide any Support Services, Consulting Services or other assistance in relation to the provision or use of the Demo Store. This also applies to services provided by third parties and in each case even to the extent that such services are actually provided.

2.5. The Demo Store is intended solely for testing purposes in a test environment operated by shopware. It is not intended for production use, in particular not for processing actual business transactions. Use with real end-customer data is prohibited.

2.6. If Customer processes end-customer data in breach of Section 2.5 and shopware is subject to claims asserted by such end customers arising from the data processing, or a supervisory authority takes measures against shopware, Customer shall indemnify shopware against such claims and the necessary costs of reasonable legal defense.

**3. Use Free of Charge**

Use of the Demo Store, including all Extensions that can be installed therein, is free of charge for Customer.

**4. Migration**

4.1. If Customer is satisfied with the Demo Store, Customer may migrate it to production at any time. The migration is automatically performed to a hosting partner of shopware selected by Customer (hereinafter: "Hosting"). shopware reserves, on a non-binding basis, the right to additionally offer an export of the configuration, which Customer may put into operation on its own server or with a hosting provider of its choice (hereinafter: "Self-Hosting").

4.2. shopware is not obligated to provide a domain or to maintain the domain of the Demo Store beyond successful migration.

4.3. In the case of Hosting, Customer will enter into a hosting agreement with a third party. To the extent shopware is involved in the conclusion of this agreement, its involvement is limited to brokering the hosting partner and transmitting any Customer data required for conclusion of the agreement.

4.4. In the case of Self-Hosting, Customer itself is responsible for selecting a suitable hosting provider. shopware does not owe any Consulting Services or other assistance in this respect.

4.5. Before the migration is carried out, Customer will be shown the current configuration of its Demo Store and the costs of licensing this configuration for production use. Upon ordering these licenses, the configuration is fixed, the Demonstration Phase ends and the migration begins (hereinafter: “Migration Phase”).

4.6. During the Migration Phase, Customer may change the selected hosting partner or, if Self-Hosting is offered, switch between Hosting and Self-Hosting. A switch does not restart the Migration Phase. The Migration Phase ends upon successful migration, but no later than 14 calendar days after it begins. If the migration is not successfully completed within this period, the Migration Phase ends without successful migration.

4.7. The rental contract for the required licenses is concluded at the start of the Migration Phase and is governed by the GTC. Section 55.7 of the GTC is excluded for Extensions installed at the time of migration (no additional free trial month for Extensions).

4.8. The rental contract is subject to the condition precedent of successful migration. The performance and consideration obligations under the rental contract shall become due for the first time upon fulfillment of the condition.

4.9. The migration is successful:

(i) in the case of Hosting, upon notification by the hosting partner to shopware that the migration has been successfully completed,

(ii) in the case of Self-Hosting, upon verification by Customer of the domain for the self-hosted shop and provision by shopware of the files and licenses required for the migration.

**5. Term**

5.1. The Demonstration Phase lasts 30 days from provision of the Demo Store. Customer is entitled to extend it once by a further 30 days.

5.2. The Agreement ends without notice upon expiry of the Demonstration Phase or, if a Migration Phase has begun, upon the end of the Migration Phase.

5.3. shopware may terminate the Agreement at any time during the Demonstration Phase by giving one week's notice. Customer may terminate the Agreement at any time during the Demonstration Phase and delete the Demo Store. Final deletion of all Demo Store data of Customer will occur no later than seven days thereafter.

**6. Liability for Defects, Liability**

The Demo Store is provided as a Test Version within the meaning of Sections 3.8 and 12 of the GTC.

**7. Data Processing Agreement**

7.1. Upon conclusion of this Agreement, the parties simultaneously enter into a data processing agreement based on the European Commission template pursuant to Commission Implementing Decision (EU) 2021/915. In this respect, the provisions and contract text available at https://www.shopware.com/en/privacy/dpa shall apply.

7.2. By way of derogation, Annex II (Description of Processing) and Annex IV (List of Sub-processors) shall read as follows:

**Annex II (Description of Processing)**

**Categories of data subjects whose personal data is processed**

☒ Employees, test users

**Categories of personal data processed**

☒ Master data (addresses) ☒ Telephone numbers

☒ Customer behavior data ☒ Contract data

☒ Emails ☒ Names

☒ Passwords ☒ User IDs ☒ Access data

☒ IP addresses ☒ Log files

**Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as strict purpose limitation, access restrictions (including access only for staff who have completed specialized training), records of access to the data, restrictions for onward transfers or additional security measures**

Not applicable: The Processor does not process any special categories of personal data.

**Nature of the processing**

The subject matter of the processing is the provision by the Processor to the Controller of the services described in the Agreement on the Provision of a Shopware Demo Store.

For clarification, multiple contracts may also exist if the Controller also uses software Extensions. In this case, all contracts are included in the subject matter of the processing. In particular, the following processing operations should be mentioned:

- Cooperation with the Controller's personnel in the provision and termination of the provision of processing services.
- Informing the Controller about the relevant offers of the Processor where the Controller has opted for and consented to such communication.
- To perform data processing services on behalf of the Controller.
- To carry out financial transactions in connection with processing services.
- To perform backups of Customer data.
- To comply with legal obligations.

**Purpose(s) for which the personal data is processed on behalf of the Controller**

Exclusively for the performance of the Processor's obligations under the Agreement on the Provision of a Shopware Demo Store, personal data within the Controller's sphere of control is processed comprehensively by the Processor within the meaning of Art. 4 No. 2 GDPR, in particular collected, stored, altered, read, queried, used, disclosed, matched, combined, anonymized or erased.

**Duration of the processing**

The processing is carried out continuously for the term of the Agreement.

If the Controller begins a migration to a production system, the data from the Demo Store will be processed for a maximum period of 35 days (max. 14 days duration of the migration + 14 days subsequent backup + max. 7 days retention in rolling backups).

**Annex IV (List of Sub-processors)**

- **Hetzner Online GmbH** (Industriestr. 25, 91710 Gunzenhausen); Location of processing: Germany; Description of processing: Hosting, operation of servers, firewall and DNS in Nuremberg and Falkenstein.
- **HubSpot Inc.** (25 First Street, 2nd Floor, Cambridge, MA 02141, United States); Location of processing: USA and Germany; Operation of the support ticket system and technical monitoring.

*Version: 2026-10-02*