This **Spryker Services Description** defines the scope and availableness of Spryker Services provided to Customer under the terms of the applicable Agreement and Order Form(s). Any access to and use of Spryker Services by Customer beyond such scope, limits and ceilings require Customer's consultation and agreement with Spryker subject to additional Fees.

Spryker Cloud Services

A. Spryker Cloud Commerce OS

1. General

- *Feature Catalog:* The current feature catalog can be accessed via: https://read.spryker.com/hubfs/00-pdf/catalog/SSP/Spryker%20SCCOS_SSP%20Feature%20Catalog.pdf
- *Supported Versions*: Spryker supports a SCOS application version for twelve (12) calendar months upon its Release.
- *Engines:* For the provision of Spryker Cloud Services, Spryker provides Customer with information on the Engines it uses. Spryker reserves the right to change such Engines. In this case, Spryker provides a migration path without any Scheduled Downtime affecting the PROD Environment.
- *Environments:* Spryker offers three (3) different Environment Types, each for specific use cases. The set of Spryker Cloud Services available in these Environments and related ceilings included by default vary and are as stated below:
  - Production (PROD) Environment

    Hosts all code that Customer's end users interact with directly. Such code must already be tested on a NON-PROD Environment for stability and performance. In a PROD Environment, the application will be automatically scaled to handle the load on the infrastructure generated by incoming requests.
  - Production-Like (PROD-LIKE) Environment

    Set up exactly like a PROD Environment. It is intended to carry out temporary load testing and other connected activities in order to ensure that those activities are performed in an Environment that behaves exactly like the PROD Environment but is only available for a short time period to perform the necessary test.
  - Non-Production (NON-PROD) Environment

    Used for development or testing purposes, smaller in size and does not scale. Spryker offers several types of NON-PROD Environments as exemplified below:

    - Development (DEV) Environment

      Used to test Custom Code that Customer's development team has left or is used in the development process directly through continuous deployment. It is not designed to handle load tests and large datasets. The DEV Environment does not provide autoscaling and cannot be further scaled up.

    - Staging (STAGE) Environment

      Used to host a snapshot of the DEV Environment or a stable version of Custom Code that is potentially deployed to the PROD Environment. Customer can use a STAGE Environment to do testing to see how Custom Code behaves in the PROD Environment. However, staging is not of the same size as production, and a subset of data and expected traffic must be considered while running such tests. When demoing the Customer's online commerce platform, such Environment is used regularly. The STAGE Environment provides limited autoscaling capabilities and cannot be further scaled up.

  Initial Setup of Environments: Within 5 (five) Business Days after the Start Date of a Spryker Services Term for SCCOS, Customer is entitled to the Environments agreed upon in an Order Form. If details are not agreed in such Order Form, Customer's entitlement covers the following two (2) Environment Types by default in an Environment Location, which is a supported region: (i) 1x PROD or PROD-Like Environment; and (ii) 1x NON-PROD Environment. To the extent not defined in the Order Form(s), Customer notifies Spryker of its choice in writing. Any subsequent changes to this choice are subject to additional Fees.
- *Size of NON-PROD Environments:* Any NON-PROD Environment subscribed to by Customer corresponds to a specific sized package of services. The available packages are S, M, L and XL. By default, Spryker offers the S package for the NON-PROD Environment to Customer. Refer to *Capabilities for NON-PROD Environments* for more details on those packages.
- *Availability of NON-PROD Environments:* Any NON-PROD Environment subscribed to by Customer is available during Customer's Local Business Hours. If Customer wishes to expand such availability, Spryker must be notified 5 (five) Business Days in advance stating the exact time window for such expansion.
- *Supported Regions:* Spryker Cloud Services utilize AWS as Hosting Provider for hosting services and depend on the availability of AWS in given regions. Limited AWS regions support Spryker Cloud Services. Spryker Cloud Services are currently available as stated below:
  - Asia Pacific (Tokyo)
  - Asia Pacific (Seoul)
  - Asia Pacific (Mumbai)
  - Asia Pacific (Singapore)

- Asia Pacific (Sydney)
- Canada (Central)
- Europe (Frankfurt am Main)
- Europe (Stockholm)
- Europe (Milan)
- Europe (Ireland)
- Europe (London)
- Europe (Paris)
- South America (São Paulo)
- US East (Ohio)
- US East (N. Virginia)
- US West (N. California)
- US West (Oregon)

Spryker Cloud Services may be deployed in additional AWS regions beyond those explicitly listed, provided that the required AWS services are available and supported in the region under consideration. The feasibility of deployment in any such region is subject to technical evaluation and compliance with Spryker's infrastructure requirements and applicable AWS service limitations. Any regional deployment outside the currently supported regions will be assessed on a case-by-case basis and may be subject to specific limitations or alternative service configurations.

- *Runtime:* Spryker Cloud Services provide a runtime of PHP applications based on Spryker Software Products. Spryker supports the following version of PHP: 8.3

2. Capabilities

- *Cloud Infrastructure:* These fundamental infrastructure capabilities enable the reliable and scalable way to operate Customer's solutions.

  - Cloud Storage

Description	Cloud-based object storage for static files
Use Cases	Storing static content that needs to be accessed from the public internet or internally - Web assets, e.g. images, static HTML files, JavaScript, CSS - Videos, music files - PDF files - Other downloads
Engine	AWS S3
Versions	N/A
Default Limits	- Below limits for outbound bandwidth and data transfer apply - 250 GB object storage
Scaling	Infinite (subject to additional Fees)

  - WAF

Description	Web application firewall (WAF) implementing a baseline perimeter defense and basic threat filtering to protect your web applications or APIs against common web attacks and malicious bots that may affect availability, compromise security, or consume excessive resources. To enhance protection and meet specific aspects of Customer's environment, Customer must implement an advanced WAF solution, which provides greater flexibility, improved threat intelligence, and deeper insights into malicious activity.
Use Cases	- General Threat Filtering: Filters common inbound threats as defined by the default configuration without customization. - Baseline Perimeter Defense: Provides standard protection for the interface between the internet and the application using industry-standard rules.
Engine	AWS WAF

Versions	N/A
Default Limits	- No custom configuration included
Scaling	N/A

- Bastion Host / Client VPN

Description	Host that can be accessed via SSH and Client VPN; from here access to the internal network is available
Use Cases	Developer Access to internal resources within Customer's environment, e.g. Scheduler
Engine	N/A
Versions	N/A
Default Limits	N/A
Scaling	N/A

- Site-to-site VPN

Description	Virtual private network to securely connect Customers's Spryker Cloud Services Environment to an external system
Use Cases	Connecting to Customer's 3rd-party system, e.g. ERP, PIM
Engine	AWS VPN
Versions	N/A
Default Limits	See traffic
Scaling	N/A

- CDN

Description	Content Delivery Network to accelerate access to content
Use Cases	Caching static web assets stored on Cloud Storage
Engine	AWS CloudFront
Versions	N/A
Default Limits	See traffic
Scaling	N/A

- DNS

Description	Name resolution service
Use Cases	- Domain name management - DNS hosting - Zone delegation

Engine	AWS Route53
Versions	N/A
Default Limits	N/A
Scaling	N/A

- Monitoring & Logs

Description	Collect logs from services
Use Cases	- Troubleshooting using error logs - Monitoring of user-related security activities via audit logs (login- and password-related activities, including start and finish of impersonation sessions for agent-assist functionality)
Engine	AWS CloudWatch Logs
Versions	N/A
Default Limits	- Logs ingestion: 50GB/month
Scaling	N/A

- Application Performance Monitoring (Optional)

Description	Getting insights into the application's performance and identifying potential bottleneck
Use Cases	- Instrument the code and collect telemetry data - Create dashboards to identify performance bottlenecks
Engine	Options (Spryker reserves its right to change this engine anytime): - New Relic, or - OpenTelemetry (OTel) to integrate with a compatible APM platform
Versions	N/A
Default Limits	New Relic - One Full User License - Unlimited Basic User Licenses - Data Retention: 30 days OTel - Different packages with additional ceilings on other metrics are available to customers (see further details below) - Data Retention: 30 days
Scaling	N/A (higher tier packages can be purchased if needed)

- Managed SOC (Optional)

Description	A Managed Security Operations Center (SOC) is a specialized service provider that offers continuous monitoring, detection, and response to cybersecurity threats and incidents in an organization's IT environment. It combines advanced security technologies, proven processes, and skilled security experts to deliver comprehensive protection and peace of mind.
Use Cases	- 24/7 Threat monitoring of application and system logs - Faster incident response

Engine	Elastic Security SIEM
Versions	N/A
Default Limits	- Incidence response limits: 80 hours/year, 10 playbooks/year - Log retention of up to 90 days via managed security information and event management and 12 months in archive - Ingress limits: 750 GB/month
Scaling	Additional charges will apply for over usage.

- *Platform & Tooling*
  - SQL Database

Description	Transactional and immediately consistent relational SQL-compatible database to store structured data; depending on Customer's setup, Spryker offers one more logical database
Use Cases	- Storing master data, e.g. products, prices - Storing Transaction Metric data
Engine	MariaDB
Versions	10.4, 10.5, 10.6, 10.11
Default Limits	Storage: - NON-PROD Environment: 20 GB - PROD Environment: 500 GB IOPS and throughput are set as per Spryker baseline. Extra IOPS and throughput are subject to additional fees. Connections need to be made through Customer's application.
Scaling	- NON-PROD Environment: None - PROD Environment: Vertical based on utilization (subject to additional Fees)

  - Key-Value Database

Description	In-memory, immediately consistent key-value database with fast access to values stored under a key but with limited query capabilities
Use Cases	- Storing denormalized data from the SQL database for faster access - HTTP session data
Engine	Redis, Valkey
Versions	5.0, 6., 7.2 (Valkey)
Default Limits	Value size: 256 KB Number of virtual DBs: 200 Storage: 3.22 GiB
Scaling	- NON-PROD Environment: None - PROD Environment: Vertical based on utilization (subject to additional Fees)

  - Full Text & Faceted Search

Description	Document-oriented, immediately consistent database optimized for full text and faceted search

Use Cases	- Product catalog search and navigation - Web content search
Engine	Elastic Search or OpenSearch
Versions	7.10 for Elastic Search 1.3 for OpenSearch
Default Limits	Storage: 35 GB
Scaling	- NON-PROD Environment: None - PROD Environment: Horizontal and Vertical based on utilization (subject to additional Fees)

- Message Broker

Description	Middleware to route messages via queue from a publisher to a subscriber
Use Cases	Publish and synchronize data from Zed to Yves/Glue
Engine	RabbitMQ
Versions	3.13
Default Limits	- 5 GB storage on disk at the same time - Messages need to be consumed within 1 hour
Scaling	- NON-PROD Environment: None - PROD Environment: Vertical based on utilization (subject to additional Fees)

- Scheduler

Description	Engine to run jobs at certain intervals; these jobs can be Customer-specific and coded in PHP, has access to a shared network folder with the Bastion Host
Use Cases	- Regular jobs, e.g. to clean up residue data or import jobs - Run workers to process items in a queue of the message broker
Engine	Apache Jenkins
Versions	2.442., 2.488
Default Limits	- 50 GB storage - 4 GiB RAM - 4 concurrent jobs
Scaling	- NON-PROD Environment: None - PROD Environment: Vertical based on utilization (subject to additional Fees)

- Continuous Deployment

Description	Execution pipeline to package a Customer's solution and deploy it onto one of their Environments; there is one such pipeline for each Environment Type
Use Cases	Load the code from the Customer's GIT repository, download all dependencies through PHP Composer and NPM, build a Docker image, and then deploy this Docker image to the Environment Restriction: Customers must utilize the latest official Spryker Docker images for application services. Modifying these images (for example by installing additional libraries or extensions) may introduce compatibility and security risks. For each new official Release, Customer is required to rebuild and confirm the compatibility of any custom images. Additional compute resources required due to

	increased data traffic will be billed according to Spryker's fair use policies. Any security breach, data privacy issue, or performance problem arising from the use of custom Docker images is Customer's sole responsibility and may lead to damages compensation claims for Spryker.
Engine	AWS CodePipeline
Versions	N/A
Default Limits	- 3 GB memory - 2 vCPUs
Scaling	N/A

- SFTP / File Transfer Service

Description	SFTP server that a Customer can use to upload/download their files to/from the network folder shared between Bastion Host and Scheduler
Use Cases	- Upload import files - Download export files
Engine	SFTP Service on Bastion Host
Versions	N/A
Default Limits	N/A
Scaling	N/A

- Email

Description	Service to send emails
Use Cases	Send transactional e-commerce emails, e.g. order confirmation and updates, user registration confirmation, password forgotten, etc
Engine	AWS SES
Versions	N/A
Default Limits	See AWS quotas
Scaling	N/A

- Docker SDK

Description	A tool designed to help you set up a local Docker environment for your Spryker project
Use Cases	- Set up a local Docker environment similar to the Environment Customer gets with Spryker Cloud Services - Create and test configuration of your deployments - See applicable Technical Documentation
Engine	Customer's local command line interface (CLI)
Versions	See applicable Technical Documentation
Default Limits	Not all feature configuration parameters take effect in Spryker Cloud Services.

Scaling	N/A

- Spryker Code Upgrader and Spryker CI

Description	A managed Spryker Code Upgrader service running on top of managed Spryker CI
Use Cases	- Upgrade suggestions are automatically prepared in the form of a pull request (PR) created in Customer's GitHub, GitLab or Azure repositories - Upgrade suggestions are provided weekly, not blocking and not affecting PROD Environments - Custom implementation must fulfill Spryker guidelines and Evaluator assessment for Upgrader support

Engine	- Spryker SDK
	- Buddy Works
	  - 4 vCPU
	  - 8 GB RAM

Versions	- Version 2022.04+ or one previous LTS version - PHP 8.0+

Default Limits	- Current offering covers Minor and Patch releases of Spryker modules with changes to your project code to integrate the releases and when you use these customization strategies:
	  - Configuration
	  - Plug and Play
	  - Project Modules
	- Security releases are prioritized and offered before any other upgrade
	- Support request priority: P3 & P4
	- 1 GB of storage and 240 GB-minutes

Scaling	Based on utilization (subject to additional Fees)

- *SCOS Services*
  - Zed

Description	Backend that manages master data and processes transactions; provides a Backoffice UI to manage data and processes
Use Cases	Provides a Backoffice for Business Users to manage their stores, e.g. update product data, prices, user, etc.
Access to services	- SQL database - Cloud Storage - Message broker - Full text & faceted search - Key-value database
Default Limits	Per container instance: - 4 PHP-FPM workers - 3.5 GB RAM
Scaling	- NON-PROD Environment: None - PROD Environment: Automatically horizontal scaling based on CPU and Memory utilization (subject to additional Fees)

- Yves (optional)

Description	Consumer-facing storefront with server-side rendered UI
Use Cases	Provides the default frontend for the end users allowing them to view the product catalog and make a

	purchase.
Access to services	- Key-value storage - Full text and faceted search - Cloud Storage
Default Limits	Per container instance: - 4 PHP-FPM workers - 1.75 GB RAM
Scaling	- NON-PROD Environment: None - PROD Environment: Automatic horizontal scaling based on CPU and Memory utilization (subject to additional Fees)

- GLUE API

Description	Consumer-facing REST-API to be used by a decoupled storefront, mobile devices, or other clients
Access to services	- Key-value storage - Full text and faceted search - Cloud Storage
Default Limits	Per container instance: - 4 PHP-FPM workers - 1.75 GB RAM
Scaling	- NON-PROD Environment: None - PROD Environment: Automatic horizontal scaling based on CPU and Memory utilization (subject to additional Fees)

- *Capabilities for NON-PROD Environments*

Below packages are available, which are to be considered as infrastructural capabilities available for NON-PROD Environments.

Services Size*	**S** **(Included by Default)**	**M** **(Optional)**	**L** **(Optional)**	**XL** **(Optional)**
Application	Compute: 8 CPU Memory: 8 GB	Compute: 8 CPU Memory: 16 GB	Compute: 12 CPU Memory: 24 GB	Compute: 24 CPU Memory: 48 GB
Key-Value DB (Redis)	Memory: 0.5 GB	Memory: 13.07 GB	Memory: 26.32 GB	Memory: 209.55 GB
Full Text & Faceted Search (Open Search)	Storage: 35 GB Max HTTP Request Body Size: 10 MB	Storage: 35 GB Max HTTP Request Body Size: 10 MB	Storage: 35 GB Max HTTP Request Body Size: 100 MB	Storage: 35 GB Max HTTP Request Body Size: 100 MB
SQL DB (MariaDB)	Storage: 20 GB Compute: 2CPU Memory: 4GB	Storage: 100 GB Compute: 2 CPU Memory: 8 GB	Storage: 200 GB Compute: 4 CPU Memory: 16 GB	Storage: 500 GB Compute: 8 CPU Memory: 32 GB
Scheduler (Jenkins)	Compute: 2 CPU Memory: 2 GB Concurrent jobs: 1 - 2	Compute: 4 CPU Memory: 8 GB Concurrent jobs: 4 - 8	Compute: 8 CPU Memory: 16 GB Concurrent jobs: 8 - 16	Compute: 16 CPU Memory: 32 GB Concurrent jobs: 16 - 32
Message Broker (RabbitMQ)	Memory: 512 MB Up to 4 stores	Memory: 1024 MB Up to 8 stores	Memory: 2048 MB Up to 16 stores	Memory: 4096 MB

* Note that a portion of the resources will be used to ensure the proper functioning of the system.
** Based on burstable instances.

The sizes specified in the packages above are utilization limits. These limits represent the maximum resource allocation provided to Customer. Spryker reserves the right to scale resources based on a fair usage practice to be followed by Customer. While Spryker's objective is to maintain resource availability within specified limits, this includes proactive adjustments to meet demand. Customer can rely on Spryker's commitment to intelligently scale resources to ensure a seamless experience in line with industry standards. It is acknowledged that during the resizing process Customer may experience small variations from the normal availability of Spryker Cloud Services for NON-PROD workloads. Spryker will use reasonable endeavors to minimize such instances and ensure that any temporary disruption is kept to an absolute minimum. This provision is in place to allow for necessary adjustments for optimal resource allocation.

3. Outbound Bandwidth and Data Transfer

Spryker Cloud Services include an annual outbound data transfer allowance of 12 TB per calendar year, shared across all Environments (PROD, PROD-LIKE and NON-PROD). This allowance covers typical usage patterns, including standard operations and feature consumption.

Spryker may charge for outbound data transfer exceeding the annual allocation. Such overages will be calculated annually per calendar year, and will be invoiced at Spryker's then-current list rate for outbound traffic overage.

Customer may alternatively purchase additional outbound traffic capacity packages in advance. Such additional entitlements would be added to the total annual data transfer allowance and measured accordingly.

Managing its outbound traffic usage and ensuring compliance with the allowance is Customer's responsibility.

Spryker will assist with best practice guidelines to optimize data usage, but will not offer custom assistance for overage reduction. It is Customer's responsibility to independently evaluate and adjust their usage patterns as needed.

4. Scalability

Spryker Cloud Services ensure required scalability within the contracted entitlement by independently scaling all components of the deployment. Technologies used to define the type of scaling of the component: vertical or horizontal. Spryker has the right to increase or decrease capacity at any time. Customer is encouraged to inform Spryker when expecting bandwidth or data transfer traffic increases at least three (3) Business Days in advance and develop project customizations ensuring linear horizontal scalability of the application.

Fair Use: It needs to be ensured that automatic upscaling is provided in a fair and reasonable manner, while taking into consideration Customer's specific needs. Automatic upscaling of AWS infrastructure components is a service offered by Spryker to enhance the performance and scalability of Customer's application hosted on AWS. Spryker agrees to provide automatic upscaling only after Go-Live of Customer's application and this application being in a PROD Environment.

Customer becomes eligible for automatic upscaling under the following conditions:

- Go-Live of Customer's application has occurred as determined by mutually agreed-upon criteria - like announcement of the Go-Live via the Support Portal.
- Customer's application is actively utilized by end users or end customers for commercial purposes.
- The need for upscaling is directly related to an increase in traffic, workload, or other resource demands resulting from the operational use of the application.
- Customer has implemented all best practices communicated, provided and recommended by Spryker (including but not limited to the go-live guidance) to prevent or reduce the need for automatic upscaling.

Spryker will determine the extent of automatic upscaling based on the actual needs of Customer's application. The upscaling will be conducted in a manner that is fair and reasonable, taking into account the increased demands placed on the infrastructure by the application's usage. Spryker may consult with Customer to ensure that the scaling adjustments align with Customer's objectives.

Responsibility: Customer acknowledges that it is responsible for monitoring and optimizing their application's performance and scalability. Customer agrees to promptly notify Spryker if it believes that upscaling is required due to increased demand or any other relevant circumstances.

Non-abuse: Customer agrees not to abuse the automatic upscaling service. Abuse may include, but is not limited to, intentionally causing unnecessary upscaling (including due to lack of implementation of best practice recommendations), resource wastage, or other actions that may negatively impact Spryker's infrastructure or Spryker Services.

Termination or modification: Spryker reserves the right to modify, suspend, or terminate automatic upscaling at its discretion, based on resource availability, misuse, or other operational considerations.

Liability: Spryker is not liable for any performance-related issues or downtime experienced by Customer's application as a result of automatic upscaling. Due to technical reasons causing delay (minutes), automatic scaling is not a real time mitigation strategy against load spikes. Customer is therefore encouraged to implement fault tolerance measures as needed to minimize the impact of load and scaling events and implement measures to generally avoid sudden and significant load spikes.

5. Observability, Monitoring and Performance Management

Spryker Cloud Services currently use a third-party solution based on OpenTelemetry as the main observability component that collects and connects the metrics from different sources including AWS Cloud Watch and third-party component agents. Spryker monitors infrastructure related components and reacts to any violations. In case a Customer action is required, a ticket via Ticket Triage Service is being opened.

- Infrastructure

  Monitoring agents collect virtual machine metrics which are the compute engine Spryker Cloud Services use. The system health is determined by correlation of various metrics including host availability, CPU, memory, disk, system load, network ingress and egress.

- Endpoints

  Predefined synthetic monitors monitor endpoint availability and use check endpoints to determine system health.

- AWS Managed Components

  AWS offers a reliable managed infrastructure and Spryker Cloud Services does monitor the metrics for current utilization and availability. The interesting metrics include cluster status, memory, storage, connections, queries, input/output operations.

- Scheduler

  Scheduler is an important component to ensure the system has up-to-date data. Spryker Cloud Services monitors job status and job throughput. In case of stuck jobs remediation actions are taken.

- Deployment and Miscellaneous

  Spryker scans officially supported Docker images that are used during the application build process. If high severity vulnerabilities are discovered, an alert is triggered.

- AWS CloudWatch

  All logs generated by Spryker Cloud Services are collected in AWS CloudWatch. The logs are organized into log groups and allow convenient searching in the AWS Console. For more information on querying the logs see applicable Technical Documentation on this topic.

- Application Performance Monitoring (optional)

  APM allows Customer's application team to identify bottlenecks and optimize application performance. Custom Code is instrumented and the APM tool is collecting the metrics so that the implementation team can monitor the application and create dashboards. Spryker is supporting New Relic native and OpenTelemetry as Customer's APM of choice (details below).

Spryker Services do not include webpage integrity monitoring. If Customer needs to ensure the integrity of webpages, as may be required by PCI DSS 11.6.1 or under applicable law, it is Customer's responsibility to implement such monitoring on project level.

6. Support and Maintenance Services

Spryker Cloud Services provides a reliable and secure environment for hosting Customer's applications. To achieve this, Spryker Cloud Services Operations Team is performing maintenance activities in order to patch the components and introduce new solutions to improve Spryker Cloud Services on a continuing basis. While most of such activities can be executed anytime without impacting the Customer, a small subset of activities that can cause temporary service disruption and/or degradation during Scheduled Downtime. In case of a P1 Incident, Spryker reserves the right to execute an emergency maintenance activity immediately outside of Scheduled Downtime.

- Backups

  On top of the default backups outlined below per Environment type, Customer is also entitled to create a snapshot. Spryker Cloud Services does not backup any other data and Customer should not store any persistent data on any services.

  For Customer's PROD Environments

  Below DB backups are created automatically:

  - Transaction log backups via AWS Point-In-Time Recovery with a default retention of 7 (seven) calendar days.
  - Monthly snapshots with a default retention of 90 (ninety) calendar days.
  - Weekly snapshots by Spryker Cloud Services tools with a default retention of 35 (thirty-five) calendar days.

  For Customer's Non-PROD Environments

  Below DB backups are created automatically:

  - Transaction log backups via AWS Point-In-Time Recovery with a default retention of 3 (three) calendar days.
  - Weekly snapshots by Spryker Cloud Services tools with a default retention of fourteen (14) calendar days.

- High-Availability

  Spryker Cloud Services supports high availability by design. This particularly applies to the PROD Environment in which business critical components are redundant and present in at least two (2) AWS Availability Zones. This design allows the system to be available in case one of any zone becomes unavailable.

- Service Restore

  Spryker Cloud Services offers the Recovery Point Objective (RPO) of one (1) hour and the Recovery Time Objective (RTO) of 72 (seventy-two) hours. Restore activity assumes recovery of the data from the latest backup and recreating the infrastructure. Additional activities by the Customer may be required to fully restore the service (e.g. setting up third-party integrations, recreating indexes for search service, etc.). The scope depends on the particular implementation and is assessed by the Customer's team during the project implementation.

- Rolling Back Deployment

  In case of issues discovered after deployment of a new Customer's application version, the Customer is able to rollback to the previous version of the Customer's application. For details on the process see applicable Technical Documentation on this topic.

- Security and Compliance

  - Relational databases are encrypted at rest with AES256. Data in transit for all external communications is secured with TLS 1.2 and 1.3.
  - Penetration testing is performed on a regular, at least annual basis by third-party providers to check vulnerabilities in Spryker Cloud Services.
  - Spryker complies with (i) SOC II Type 1 (Security) - (to be accessed via:https://swb.pwc.de/Deeplink/6711538dc3123e89017c06ad-8d3bb9877c2ae20357a0c978434f31c5); and (ii) ISO/IEC 27001 international standard.

  In addition, additional information on AWS Physical Security and compliance of data centers are available. Spryker established automated mechanisms to manage dependency and package vulnerabilities.

- Support SLA

  - Customer Support Contacts are responsible for managing all business-related tasks with regard to Spryker Cloud Services related to Customer's business. Customer Support Contacts reasonably cooperate with Spryker to resolve support cases, and have adequate technical expertise and knowledge to provide relevant information to enable Spryker to resolve the experienced problem.
  - All such reporting by Customer Support Contacts to Spryker Support Team must take place via named Communication Channels. Only Customer Support Contacts may contact the Spryker Support Team.
  - Customer is responsible for maintaining the list of Customer Support Contacts up to date. Spryker relies on such provided information.

- Ticket Triage Service

  - Spryker provides Customer with access to its Ticket Triage Service.
  - Ticket Triage Service is a point of contact the Customer Support Contacts may use on 24/7/365 basis to report experienced problems to Spryker Support Team.
  - Ticket Triage Service is available in English language.

- Process for Reporting Problems

  Parties are obliged to adhere to the following process for the reporting of experienced problems.

Step No.	Description of Action
1	Contacting of Spryker Support Team by Customer Support Contact via a Communication Channel

2	Reporting of experienced problem must take place while furnishing the following information: - Customer's name and contact details of the technical department impacted by such experienced problem. If an experienced problem is submitted on behalf of one of Customer's end customers by Customer, Customer must point out that fact without being requested to do so and state the name of such end customer; - Description and, as applicable, screenshots and logs of the experienced problem, including identification of the supported modules of Spryker Software Product; - Names and versions of the affected bundles of Spryker Software Product by the Customer; - Description of the desired state or result after resolving the experienced problem; - Necessary steps to demonstrate or reproduce the experienced problem; and - Initial indication of the Business Impact
3	Spryker Support Team provides Customer Support Contact with an initial response in compliance with the Initial Response Times containing the following: - Confirmation of Receipt; - Ticket reference number; and - Request to provide further necessary information (if applicable)
4	Evaluation by Spryker Support Team of the experienced problem reported
5	Final assessment by Spryker Support Team of the experienced problem reported
6	Classification to one of the Business Impact Categories by Spryker Support Team on the basis of the information available (if applicable).
7	If there is an Incident determined by Spryker Support Team on basis of the experienced problem reported by Customer Support Contact, Spryker Cloud Services Support is provided by Spryker Support Team
	Spryker Support Team, at its own discretion, notifies the Customer of the progress made in investigating the experienced problem reported and changes to the status via the Ticket Triage Service if new substantial information is available or Spryker Support Team determines that such information might otherwise be useful. Statuses include: - New: Ticket has not yet been examined. - Open: Ticket analysis is in progress. - Pending: Ticket where Spryker is waiting for feedback from or another action by Customer Support Contact. - On Hold: Ticket that is dependent on an action (such as a business decision) on the part of Customer or Spryker. Such status must be set by mutual agreement between the Parties. - Closed: Ticket indicated as "Resolved" in the Ticket Triage Service if the Incident is remedied, or it is determined that no further work on it is justified. A ticket with an identical Incident can be reopened by the Customer Support Contact or Spryker Support Team within thirty (30) calendar days after reporting, is handled free of charge and without further impairment for the Customer.

- General Obligations
    - Customer examines whether there are other causes for an experienced problem before reporting it; in particular, Customer examines whether the experienced problem is due to own fault, operating problems and/or, if applicable, due to a project-specific development, Extension or Modification.
    - Following this step, Customer may report such experienced problem as soon as possible through a Customer Support Contact via a Communication Channel to the Spryker Support Team.
- Initial Response Times
    - Spryker responds to an experienced problem reported by Customer and identified as Incident by Spryker as described in the table below:

	Standard Success
Response Time Window	24/7/365
Response Time: **Business Impact P1 - URGENT** A serious Incident that severely impairs Customer's online commerce platform, due to which it is fully down or does not work, or which results in a loss of Customer Data, and for which there is no workaround. Spryker Support Team constantly endeavors to find a solution, escalating the problem to top management if applicable.	1 hour
Response Time: **Business Impact P2 - HIGH** An Incident where the Customer's online commerce platform works, but with significantly diminished capacity, or the Incident causes significant impacts on parts of business operations and productivity, or there is the possible risk of loss of or interruption to Customer's online commerce platform. Spryker Support Team endeavors to find a solution during Business Hours.	2 hours
Response Time: **Business Impact P3 - MEDIUM** An Incident with a moderate to low impact that entails a partial, but non-critical loss of functionality or impairs a number of processes, but where it is nevertheless possible for the Customer's processes to continue functioning. Further, Incidents where there is only a limited or even no loss of functionality or only limited impacts on the Customer's operations and for which there is a simple workaround qualify as a P3 problem. Spryker will undertake reasonable efforts to provide a solution in time for the next MINOR version of the affected module of the Spryker Software Product.	8 hours

- General

  Below provisions govern the scope and ceilings included by default of the Support SLA as part of Spryker Services subscribed to by Customer.

- Customer Support Contacts
    - Customer is entitled to designate three (3) Customer Support Contacts to report problems related to Spryker Cloud Services to Spryker. Spryker maintains the minimum Availability of Ninety-nine point eight percent (99.8%) for Spryker Cloud Services as measured by or on behalf of Spryker, excluding times during which Spryker Cloud Services are not available due to an Exception.

- Following formula is applied for calculating Availability:

  Availability = (actual minutes available / (minutes a month – Exception))∗ 100

- Cloud Maintenance
  - Spryker's requirements for planned maintenance windows and acceptable downtime for the system are as follows
    - PROD Environments

      Spryker may perform routine maintenance anytime without prior notification if no business service interruption is expected. This applies also to third-party services used by Spryker Cloud Services. In case of routine maintenance with minor business service interruption is expected (<5 Min of service interruption), Spryker will generally schedule routine maintenance without prior notification in time frames outside of Customer's core business hours. The specific time frames depend on environment location and can be found in the Scheduled Downtime section below. Spryker reserves the right to perform routine maintenance anytime if no downtime or service degradation is expected. This also applies to third-party services used by Spryker Cloud Services.

    - Non-PROD Environments

      Spryker may perform maintenance anytime if no downtime or significant service degradation is expected (<10 Min of service interruption). In case the above conditions are not met Spryker will schedule maintenance with 14 calendar days notice.

    - Emergency Maintenance

      In the event of urgent need for maintenance Spryker will schedule it outside of routine maintenance windows. In case service degradation is expected (>1min of service interruption) Spryker will notify Customer about upcoming maintenance and the reasons to execute those outside of the established schedule. This is reserved only for business critical maintenance that cannot be delayed. Eg. critical security patches, remediation for service availability issues etc.

- Scheduled Downtime
  - Scheduled Downtime is reported to Customer and complies with the following parameters:
    - Scheduled Downtime of no longer than four (4) hours time duration; and
    - Frequency of Scheduled Downtime of no more than twice (2) per calendar month.
  - Spryker Support Team is entitled to perform Scheduled Downtime without notifying Customer during following routine maintenance windows:

Europe, Middle East, Africa	**North/South America**	**Asia, Pacific, Australia**
WED 10 pm - THU 2 am CET (UTC+1)	WED 10 pm - THU 2 am CT (UTC-6)	WED 10 pm - THU 2 am AWT (UTC+8)

  - Outside above time windows, Spryker notifies Customer at least fourteen (14) calendar days prior to performance of Scheduled Downtime.
  - Spryker is entitled to request Customer's approval for extension of Scheduled Downtime of further three (3) hours time duration, which must not unreasonably be withheld or delayed.

- Maintenance of Spryker Software Products
  - Customer acknowledges and accepts that Spryker maintains Spryker Software Products in its latest version, without taking into account Modifications and/or Extensions and Spryker demands Customer uses a supported version of a Spryker Software Product.
  - Maintenance of Spryker Software Products comprises:
    - Analysis and notification of the cause of Incident statuses up to the relevant interfaces of the Spryker Software Product;
    - Analysis whether the Incident is related to the Spryker Software Product as well as creation of a Bug Fix, Hot Fix or Patch for the Incident in the applicable version to be maintained, within a reasonable time

period after the Incident has been reported; and

- Release of an Update to keep Spryker Software Product up-to-date.

- Spryker provides a supported version separately by modules so that use of such is basically independent of the use of another supported version of a different module. If there are any obligatory interdependencies, Spryker explicitly points them out in the description of such supported version.
- Spryker determines the content of a Release at its own discretion.
- Spryker is authorized to further develop and adapt Spryker Cloud Services, but in particular the features of Spryker Software Product, to reflect technological advances and changes in the regulatory framework. Spryker notifies Customer about an Update to Spryker Cloud Services with reasonable advance notice, usually once (1) a month, via email or a suitable maintenance portal.
- Spryker ensures the Release Compatibility of the Spryker Software Product and databases. The following applies as regards Release Compatibility given a version number MAJOR.MINOR.PATCH:
  - MAJOR version is when incompatible API changes are made;
  - MINOR version is when functionality is added in a downward-compatible manner; and
  - PATCH version is when downward-compatible Incident corrections are made.

  Additional pre Release labels and build metadata are available as enhancements to the MAJOR.MINOR.PATCH format.

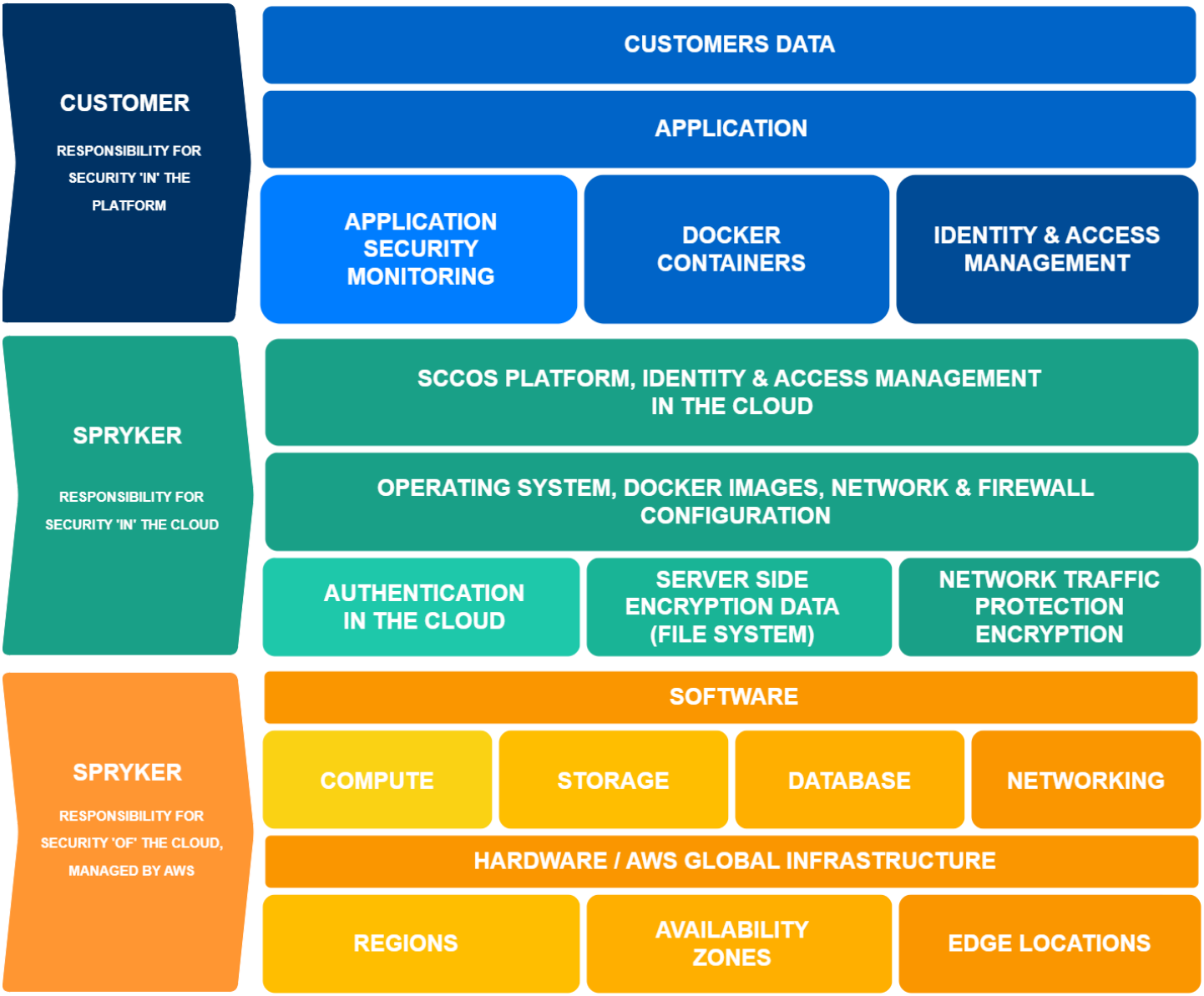
7. Shared Security Responsibility

Spryker and Customer share the responsibility for the security in connection with the Spryker Cloud Services and Customer's Application(s).

Spryker's responsibility includes handling security tasks managed by AWS. AWS operates, manages, and controls the infrastructure components such as the host operating system and virtualization layer or the physical security of the facilities. Spryker provides security for the Spryker Cloud Services.

Customer's responsibility includes Customer's Application(s) and related data security requirements. That way, Customer retains control over the deployment processes of business software artifacts, owns its copy of the Application code from a security-perspective, and can schedule updates according to preferred maintenance windows, having the freedom to tailor deployment and update cycles to Customer's operational needs and individually identified compliance obligations.

The following chart gives an overview of the shared security obligations. More details on the obligations are outlined below the chart.



7.1 Spryker's Security Responsibility

Spryker is responsible for securing the Spryker Cloud Services within the AWS environment. Spryker's key responsibilities include:

- Updates for Spryker Cloud Services: Spryker is responsible for vulnerability management and providing security updates for the core code of the Spryker Cloud Services, including the files and structure defined as part of the SCCOS base. In the case of Customer's Modifications, the responsibility for managing and applying security updates will shift depending on the extent of the Modification. Security updates will be published as software artifacts, and, unless otherwise agreed, it is at Customer's discretion to adopt them.

- Identity and Access Management in the Spryker Cloud Services: Spryker maintains identity and access management, ensuring secure user roles and access within the cloud environment

- Operating System, Docker Images, Network & Firewall Configuration: Spryker secures the operating systems, Docker container images, and network configurations, protecting resources from unauthorized access. While Spryker ensures secure network traffic protection with Spryker Services, Customer is responsible for managing ingress traffic. This includes inspecting and controlling incoming traffic to prevent malicious activity or excessive load from reaching the platform.

- Authentication, Server-Side Encryption, and Network Traffic Protection: Spryker ensures data at rest is encrypted and that

network traffic is protected through encryption, in addition to managing authentication protocols within Spryker Services.

- AWS-related Responsibilities: Spryker leverages AWS for securing the foundational infrastructure. This includes the physical hardware, global network, and essential services that support the cloud environment, which are foundational to secure operations for both Spryker and Customers. Leveraging AWS includes:

    - Global Infrastructure: AWS manages the physical hardware and data centers, encompassing Regions, Availability Zones, and Edge Locations, ensuring a secure and resilient infrastructure.
    - Compute, Storage, Database, and Networking Services: AWS provides and secures core services necessary for cloud operations, including compute power, storage, database services, and networking capabilities.

7.2 Customer's Security Responsibility

Customer is responsible for securing Customer Data, its Application(s), traffic filtering, and configurations within the Spryker Services This includes ensuring application-level security and managing any customer-specific configurations. It also is Customer's responsibility to manage updates and patches for Docker containers, Application code, and user management within their applications to maintain a secure environment. Customer's key responsibilities include:

- Customer Data and Application Security: Protecting sensitive data and securing applications against vulnerabilities within the Spryker Services.
- Application Security Monitoring, Docker Configuration, and Identity & Access Management: Configuring Docker instances to use updated images provided by Spryker, implementing monitoring solutions for applications, and managing Identity & Access Management (IAM) within the Application to control user access and permissions.
- Deployment and Code Management: Customer owns its Application code from a security-perspective, and maintains full control over deployment schedules, updates, and customizations, allowing Customer to schedule updates of software artifacts during their preferred maintenance windows to ensure minimal operational impact.
- Traffic Inspection and Control: Customer is responsible for implementing traffic inspection and control mechanisms, such as rate limiting and IP filtering, to ensure that incoming traffic aligns with their performance and security requirements before reaching the Spryker Services. This includes managing and configuring tools such as web application firewalls (WAFs), reverse proxies, or dedicated traffic management solutions.

Customer can transfer responsibility for application security monitoring to Spryker to the extent described in Section 2 (Managed SOC) by purchasing Spryker's optional Managed SOC offering.

As Spryker Services do not include traffic filtering solutions (e.g. DDoS protection or bot management, etc.), Spryker is testing compatibility with third-party tools offering such solutions from time to time. If needed, Customer can reach out to Spryker and ask for recommendations and information on solutions used by other customers.

B. Spryker Cloud Commerce OS Add-Ons

1. Unified Commerce Capability (Optional)

Feature Catalog: The recent feature catalog can be accessed via:

https://read.spryker.com/hubfs/00-pdf/catalog/202302_Unified_Commerce_feature%20catalog_EN.pdf

2. Spryker Enterprise Marketplace (Optional)

Feature Catalog: The recent feature catalog can be accessed via:

https://read.spryker.com/hubfs/00-pdf/catalog/20230210_Product_Portal_Feature%20Catalog%20EN.pdf

3. Spryker App Composition Platform

The Spryker App Composition Platform facilitates the seamless integration of the curated set of Spryker ACP Apps listed in the Spryker ACP Catalog.

- *Spryker ACP Catalog Access*

  The most recent public version of the **Spryker ACP Catalog** can be found at https://product.spryker.com/features/acp/acp-catalog/#/catalog

  Customers will also get backend access to the Spryker ACP Catalog as follows.

Description	Backend that manages the Spryker ACP Catalog and the Spryker ACP Apps; provides a Backoffice UI to manage Spryker ACP Apps

Prerequisites	- Hosting only via Spryker Cloud Services (no on-prem)
	- Customer needs to be minimum on SCCOS product release 202211.0
	  - Customer on SCCOS product release 202211.0: All ACP modules (Apps & Platform) need to be updated to latest version
	  - Customer at SCCOS product release 202311.0 or newer: Apps may require specific setup
	- Customer needs to be ACP enabled (i.e. infrastructure needs to be configured by Spryker accordingly)

Use Cases	The Spryker ACP Catalog empowers both business users and developers to: - Access a comprehensive list of available Spryker ACP Apps through the App Composition Platform. - Easily configure and manage Spryker ACP Apps using the intuitive Spryker ACP Catalog interface.
Platform and Catalog Availability	Availability of the App Composition Platform and the Spryker ACP Catalog will be 99.9% per year. In addition to the Exceptions defined with regard to the Availability of Spryker Services in general, the following applies as an Exception: Unavailability of the respective connected Partner Services or the App due to problems originating in or from the Partner Services or Partner's sphere itself (including where Partner refuses to perform its maintenance obligations with regard to an App) and which are controlled by such Partner itself, e.g. if the Partner Service or the App is not available due to changes or extensions of the Partner Services made by Partner without having notified and informed Spryker sufficiently. For the avoidance of doubt, Platform and Catalog Availability does not include the availability of a Spryker ACP App or a Technology Partner Service or any additional APIs in a Technology Partner's infrastructure connecting to a Spryker ACP App, which is subject to any service level agreement concluded between Customer and a respective Technology Partner.
SLAs	Spryker is responsible for resolving support cases relating to ACP Apps only. Customer will provide relevant information to enable Spryker to resolve the experienced problem.

- *Spryker App Composition Platform*

Description	Platform that connects Spryker Cloud Commerce Operating System (SCCOS) to Spryker ACP Apps
Prerequisites	- Hosting only via Spryker Cloud Services (no on-prem) - Customer needs to be minimum on SCCOS product release 202211.0 - Customer on SCCOS product release 202211.0: All ACP modules (Apps & Platform) need to be updated to latest version

	- Customer at SCCOS product release 202311.0 or newer: Apps may require specific setup - Customer needs to be ACP enabled (i.e. infrastructure needs to be configured by Spryker accordingly)
Use Cases	Enables seamless message transfer between SCCOS and Spryker ACP Apps according to predefined business logic.
Platform Components	- Message Bus - Application Tenant Registry Service (ATRS)
Scaling	The App Composition Platform scales automatically using serverless components.
Availability	Availability of the App Composition Platform and the Spryker ACP Catalog will be 99.9% per year. In addition to the Exceptions defined with regard to the Availability of Spryker Services in general, the following applies as an Exception: Unavailability of the respective connected Partner Services or the App due to problems originating in or from the Partner Services or Partner's sphere itself (including where Partner refuses to perform its maintenance obligations with regard to an App) and which are controlled by such Partner itself, e.g. if the Partner Service or the App is not available due to changes or extensions of the Partner Services made by Partner without having notified and informed Spryker sufficiently. For the avoidance of doubt, Platform and Catalog Availability does not include the availability of a Spryker ACP App or a Technology Partner Service or any additional APIs in a Technology Partner's infrastructure connecting to a Spryker ACP App, which is subject to any service level agreement concluded between Customer and a respective Technology Partner.
Maintenance	As part of its maintenance obligation for the App Composition Platform, Spryker will ensure compatibility with the Spryker Services for Apps developed by Spryker during the term of this Agreement.
Support SLA	Spryker is responsible for resolving support cases. Customer will provide relevant information to enable Spryker to resolve the experienced problem.

- *Spryker* ACP Apps (Optional)

  Spryker ACP Apps only connect Spryker Cloud Services to Partner Services and thereby enable an easy integration of such Partner Services for Customers. Subscribing to Spryker ACP Apps does not cover the separate subscription to such Partner Service. If Customer does not have a contractual relationship to the third party offering the respective Partner Service, Spryker can either resell or refer Customer to the respective third party.

  As part of its maintenance obligation, Spryker will ensure that backward compatibility with the Spryker Services for Spryker ACP Apps developed by Spryker is given.

  Spryker will serve as Customer's first point of contact for any support requests with regard to any deviation between the actual state and the intended state at the time of the request, including defects ("Errors"), in connection with the App Composition Platform and/or the Apps in the App Catalog ("ACP First Level Support"). First Level Support means providing a first response, which includes a confirmation of receipt, a ticket or reference number; and the request to provide further necessary information (if applicable).

  Support requests may concern Spryker's area of responsibility. Spryker will manage and direct them accordingly. In order for Spryker to be able to direct support requests correctly, Customer's support requests must include the following information:

  - Customer's name and contact details;
  - The name and version of the affected App;
  - A description of the Error, including necessary step to demonstrate or reproduce the Error;
  - A description of the desired state or result after support has been provided;
  - An initial indication of the assumed Business Impact.

  Business Impact in that regard can be classified as follows:

  "PRIORITY 1 – URGENT" – P1 is a serious incident that severely impairs the App Composition Platform or an App, due to which the connection between the Spryker Services and the respective Partner Service does not work, or which results in a loss of Customer Data, and for which there is no workaround.

“PRIORITY 2 – HIGH” – P2 is a problem where the App Composition Platform or an App works, but with a diminished capacity, or the problem causes significant impacts on parts of business operations and productivity, or there is the possible risk of loss of or interruption to the App(s) connecting the respective Partner Services to the Spryker Services.

“PRIORITY 3 – MEDIUM” – P3 is a problem with a moderate to low impact that entails a partial, but non-critical loss of functionality or impairs a number of processes, but where it is nevertheless possible for Partner’s processes to continue functioning. Problems where there is only a limited or even no loss of functionality or only limited impacts on the Partner’s operations and for which there is a simple workaround qualify as a P3 problem. Spryker will undertake reasonable efforts to provide a solution.

Spryker will provide Customer with a first response within the following “Response Times”:

P1 - URGENT - 2 hours

P2 - HIGH - 4 hours

P3 - MEDIUM - 24 hours

If necessary, Spryker will request additional information from Customer and inform Customer if further steps rely on the receipt of such additional information. Spryker will, at its own discretion, notify Customer of the progress made in investigating the Error and whether Spryker or Partner are responsible for fixing the Error.

Depending on whose area of responsibility a support request concerns, Spryker or the Partner offering the respective Partner Services the ACP App connects to will take care of fixing the Error (“Second Level Support”).

For the avoidance of doubt, Spryker is not responsible for support for the Partner Services as such and will only redirect Customer’s respective support requests.

The following Spryker ACP Apps are currently available in the Spryker ACP Catalog:

PAYONE

Description	Spryker ACP App connecting to the Partner Services provided by PAYONE GmbH, an omnichannel-payment provider.
Details	Payment methods supported: ● Credit Card ● Paypal ● Paypal Express ● Klarna ● Prepayment Supporting both Headless (Glue API) and Frontend (YVES)
Traffic	High load which triggers scaling of the platform as a result of high Customer transactions from PAYONE could be subject to additional Fees.
SLAs	Availability depending on availability of Partner Service.

BazaarVoice

Description	Spryker ACP App connecting to the shopper engagement platform provided by BazaarVoice Inc.
Details	● User Generated Content ● Ratings and reviews ● Inline ratings Supporting Frontend (YVES)
SLA	Availability depending on availability of Partner Service.

Algolia

Description	Spryker ACP App connecting to the search and discovery platform provided by Algolia SAS
Details	● Algolia Search ● Search autocomplete/ suggestions ● Searchable attributes

	• Ranking • Sorting • Facets (Filters) • Rules • Synonyms Supporting both Headless (Glue API) and Frontend (YVES) Event-based features immediately available with Spryker Frontend (YVES) include: • Personalisation • Search Analytics • A/B testing • Dynamic Query • Dynamic Categorisation • Dynamic Re-ranking
Traffic	High load which triggers scaling of the platform as a result of high number of products could be subject to additional Fees.
SLA	Availability depending on availability of Partner Service.

Vertex

Description	Spryker ACP App connecting to the tax compliance solution provided by Vertex Inc.
Details	• Vertex Series O • Net & Gross Price Mode • Tax Determination before the checkout • Tax Reports • Tax Metadata • Tax Excluded Mode e.g. United States, B2B • Supports discounts and multiple sellers (Marketplace) • Tax ID Validator Supporting both Headless (Glue API) and Frontend (YVES)
Traffic	High load which triggers scaling of the platform as a result of high number of orders could be subject to additional Fees.
SLA	Availability depending on availability of Partner Service.

Stripe

Description	Spryker ACP App connecting to Stripe's payment platform
Details	For all Business models • All geozones supported by Stripe • All basic payment methods supported by Stripe • Test & Live mode • Redirect, iframe or fully headless Payment Page • View Payment methods enabled from Stripe on the Redirect payment page • Default OMS Configuration, can be configured to suit your business logic For the Marketplace Business model: • Marketplace and Merchants onboarding and Stripe account connection • Merchants Payouts compatible with Spryker Commissions Engine OMS configuration to manage transfers to merchants Supporting both Headless (Glue API) and Frontend (YVES)

Traffic	High load which triggers scaling of the platform as a result of high number of Customer transactions could be subject to additional Fees.
SLA	Availability depending on availability of Partner Service.

4. Spryker Middleware powered by Alumio (Optional)

4.1 Data Integration Platform

Spryker Middleware powered by Alumio facilitates secure and efficient data exchange between Spryker and third-party systems and applications and offers the following capabilities:

- Routing of data between Spryker and third-party system;
- Access to data mapping tool to establish data mapping between Spryker and third-party system;
- Transformation of data between Spryker and third-party system, based on data mapping;
- Real-time data synchronization;
- Connectivity to systems via APIs, files, or proprietary products; and
- Observability and troubleshooting capabilities to fix and resume errors.

Middleware Integration means the implementation of a data flow in Spryker Middleware powered by Alumio for a specific use case, e.g. price import from an ERP into Spryker, the export of product catalog data to a marketplace, or the synchronization of orders with an OMS. Such Middleware Integration uses a third-party Alumio Connector to connect to the Spryker system. Data mapping between these connectors also needs to be set up using Alumio's data mapping tool in order to facilitate data exchange. This data mapping is done at the project level per customer, and is not available out of the box.

Spryker Middleware powered by Alumio is provided through a partnership with Alumio. Additional implementation work may be required. The following ceilings apply:

Integration Entity	**Tier 1**	**Tier 2**	**Tier 3 (Included by default*)**	**Frequency**
# of Orders (Up-to)	36,000	360,000	1,800,000	Annually
SKUs (Up-to)	100,000	500,000	1,000,000	Initial Load (Import)
Full SKU Refresh Frequency	Quarterly	Bi-monthly	Monthly	
Intermittent SKU Refresh	Included	Included	Included	

* Any exceedance of Tier 3 by Customer requires a new agreement with Spryker and will be subject to additional Fees.

- Two non-production environments are included by default. Further non-production environments can be purchased against an additional fee.
- Intermittent SKU Updates = "Diff" SKUs can be updated as needed at any time.
- Other data entities like e.g. accounts, inventory, customers, etc. are included and can be updated any time.
- An Order can consist of multiple line items (no limits of line items).
- Customers with higher Order or SKU numbers than Tier 3 need to purchase a customer specific instance.
- There are limits on log retention and storage per region. Older data is cleaned to make space.
- VPN is not supported.
- If Customer requires or creates substantially more Integrations and/or automations exceeding averages or exceeds above ceilings, Customer pricing will be subject to change and a dedicated instance may be required.

  Example 1: Customer exceeds 25% of the average usage of the sum of tasks for all customers for more than 1 month .

  Example 2: Customer processes substantially larger entity data causing it to exceed averages. F.e., Customer X exceeds 50% of the average entity data size.

4.2 Alumio Connectors

Subscription to the Spryker Middleware powered by Alumio includes access to two (2) Alumio Connectors that can be used to connect to the Spryker system leveraging the Spryker API Connector. .

Additional Alumio Connectors can be subscribed against an additional Fee.

Customer or Customer's partner on Customer's behalf needs to set up the data feed and map data models between Spryker and third-party systems using Alumio's data mapping user interface to establish the data integration. Load testing between systems is recommended prior to going live.

4.3 Alumio Integration Apps

There are also Alumio Integration Apps available, which can be subscribed against additional Fees. Currently, Spryker offers an Alumio Integration App for Akeneo. While Alumio Integration Apps provide out-of-the-box data mappings, additional custom data-mapping may be required between a customer's Spryker instance and third-party system to accommodate any customizations.

Customers must have purchased the Spryker Middleware powered by Alumio in order to leverage this Alumio Integration App.

4.4 Alumio ERP Plugins

Alumio ERP Plugins are not included in Spryker's current offering related to the Spryker Middleware powered by Alumio. Spryker may negotiate with Alumio on the Customer's behalf, with regard to a requested Alumio ERP Plugin as deemed necessary by Spryker.

5. Reseller Services (Optional)

Spryker can resell the following Partner Services. Details will be agreed upon in the respective Order Form(s).

5.1 Algolia Services (Optional)

Spryker's Technology Partner Algolia SAS provides an AI search infrastructure. The relevant Algolia Services are described here: https://www.algolia.com/de/pricing/ (Spryker only resells the Premium option described in this link) and https://www.algolia.com/doc/

The Algolia Services sold by Spryker are limited to the use in connection with the Spryker Services.

Spryker offers the following packages:

Algolia Search Premium License - S Package, limited to 1 million searches per month and 12 million searches per year; no recommendations included

Algolia Search Premium License - M Package: limited to 2 million searches per month and 24 million searches per year; no recommendations included

Algolia Search Premium License - L Package: limited to 5 million searches per month and 60 million searches per year; no recommendations included

Unused searches are not carried forward from one contract year to the next. Spryker will invoice fees for excess usage in accordance with Algolia invoicing Spryker for Customer's excess usage.

Unless agreed otherwise, Customer can only use one (1) Algolia instance.

Additional terms and conditions apply: https://www.algolia.com/policies/terms/

Using Alsolia's type-ahead functionality will increase consumption and thus have an impact on included usage limits. Spryker will invoice fees for excess usage in accordance with Algolia invoicing Spryker for Customer's excess usage.

5.2 Experian Services (Optional)

Spryker's Technology Partner Experian Ltd. provides a credit and risk check solution. The relevant Experian Services are described here: https://www.experian.co.uk/consumer/experian-account.html

Additional terms and conditions apply: https://www.experian.co.uk/legal/terms-of-use

5.3 FarEye Services (Optional)

Spryker's Technology Partner FarEye Technologies Pvt. Ltd. provides an enterprise digital logistics solution. The relevant FarEye Services are described here: https://fareye.com/platform

Additional terms and conditions apply: https://fareye.com/privacy/general-terms

5.4 Tealium Services (Optional)

Spryker's Technology Partner Tealium Inc. provides a customer data platform (CDP) to manage customer data from all different sales channels. The relevant Tealium Services are described here: https://tealium.com/products-real-time-cdp-predictive-insights/

Additional terms and conditions apply: https://tealium.com/terms-of-use/

5.5 Paqato Services (Optional)

Spryker's Technology Partner PAQATO GmbH provides a shipping communication platform. The relevant Paqato Services are described here:https://www.paqato.com/versandkommunikation/

Additional terms and conditions apply: https://www.paqato.com/agb/

5.6 Vonage Services (Optional)

Spryker's Technology Partner Vonage B.V. is a cloud communications technology provider that provides communications API platform services. The relevant Vonage Services are described here: https://www.vonage.com/communications-apis/

Additional terms and conditions apply:https://www.vonage.com/legal/communications-apis/terms-of-use/

6. Application Performance Monitoring (Optional)

Customer can focus on setting up monitoring for its application using New Relic APM or the Spryker Monitoring Integration in addition to the existing 3rd party APM tooling that Customer may already have at its disposal. Subject to additional Fees, Customer can request a New Relic APM account or be connected to its own APM tooling via headless integration.

6.1 Spryker Monitoring Integration (Optional)

6.1.1 Overview

The Spryker Monitoring Integration is a comprehensive product capability designed to empower customers with advanced monitoring for their applications and systems. Leveraging OpenTelemetry (Status September 2024), this solution enables seamless connectivity and data forwarding of telemetry data - including traces and health status metrics - to OpenTelemetry-compatible (Status September 2024) monitoring platforms. This integration facilitates near real-time tracking of application performance and monitoring of system health status.

Currently, Spryker uses OpenTelemetry for these functions, but remains committed to adopting the best available technology. Should a new or superior service become available, Spryker may transition to it, ensuring customers are informed in advance for a smooth transition.

6.1.2 OpenTelemetry Framework

OpenTelemetry ("OTel") is an open-source observability framework that allows development teams to generate, process, and transmit telemetry data in a single, unified format.

6.1.3 Core Capabilities

Traces: Tracking of application performance and transaction flows.

Health Status Metrics: Monitoring the overall health status of selected backing services (*SQL Database, Message Broker, Scheduler*) and SCOS Services

6.1.4 Data Transfer Packages

The Spryker Monitoring Integration is based on a fixed annual base license that entitles Customer to up to 20 billion monitoring events per calendar year, across all of Customer's environments.

This license covers OpenTelemetry (OTel) data such as traces, health metrics, and logs sent to Customer's observability platform.

Important: While the license includes the infrastructure for event generation and delivery service, data transfer associated with monitoring events is not included in this license. Outbound traffic generated by these events is aggregated to the overall traffic and is subject to the data transfer limits outlined in Section 3. Customer is responsible for ensuring that their total outbound data transfer – including but not limited to telemetry traffic – remains within their allocated quota. Exceeding the traffic quota will result in overage charges as described in Section A.3 above. Spryker recommends that Customer estimates dimensions of their telemetry volume in terms of approximate data transfer impact to anticipate potential overages and plan accordingly.

Spryker does not provide guaranteed data volume-to-event ratios. Customer may use internal observability tools and logs to monitor traffic generated by their integrations and adjust retention, sampling, or compression settings to optimize usage.

6.1.5 Data Retention

Neither the Spryker Monitoring Integration nor the Spryker's PaaS infrastructure does retain any APM telemetry data.All collected data is promptly forwarded to Customer's chosen observability platform, ensuring compliance with data management policies and maintaining system efficiency.

6.1.6 Availability

As part of the Spryker Spryker Standard Success delivery for Spryker Services, Spryker shall maintain the minimum Availability of Ninety-nine point eight percent (99.8%) during any calendar month („Spryker Monitoring Integration Availability") as measured by or on behalf of Spryker, excluding times during which Spryker Monitoring Integration Availability are not available due to an Exception.

Availability in this case means the proportion of time the OTel collector is operational and capable of processing and exporting telemetry data without significant degradation.

Following formula is applied for calculating Spryker Monitoring Integration Availability:

Spryker Monitoring Integration Availability = (actual minutes available / (minutes a month – Exception)) ∗ 100

The service level within Spryker's control is the Spryker Monitoring Integration Availability, not, for example, the transmission of data over the public Internet. Spryker Monitoring Integration Availability calculations will exclude unavailability arising from any: (a) Scheduled Downtimes; (b) emergency maintenance that is necessary to prevent imminent harm to the Service; (c) force majeure events; (d) Third-Party Services, Customer application, equipment, software or other technology, or Customer or its User's use of the Service, in violation of the Agreement or not in accordance with the Documentation; or (e) suspension, limitation, and/or termination of Customer's access or use of the Service in accordance with this Agreement.

6.1.7 Shared Responsibilities

Customer acknowledges and agrees that it is Customer's sole responsibility to instrument their application code to enable the collection and forwarding of Attributes and Traces through the Spryker Monitoring Integration.

Customer is responsible for maintaining their chosen observability platform to ensure that Spryker OTel collectors have the necessary permissions to forward telemetry data. Customer must also maintain and secure the API keys required for Spryker OTel collectors. Spryker shall not be liable for any data loss if Customer's observability platform is down for any reason.

Customer is responsible for ensuring the security and integrity of telemetry data stored within their chosen observability platform.

Spryker is responsible for keeping telemetry data secure and encrypted during transit using OpenTelemetry protocols.

Both Customer and Spryker share responsibility for the security of their respective API keys, ensuring they are kept secure and safe from unauthorized access.

6.1.8 Support

As part of the Spryker Monitoring Integration, Spryker shall provide Support to manage requests of Customer with regard to incidents in the Spryker Monitoring Integration. Spryker therefore provides the Customer with the SLs as described in section 7. on Support and Maintenance Services.

6.2 Spryker APM via New Relic (Optional)

6.2.1 Overview

The Spryker APM via New Relic is an application performance monitoring solution providing Customer with detailed tracking of the performance of Customer's application built based on the Spryker Software Product to ensure optimal system functionality. It facilitates near real-time monitoring, helping Customer to identify and address issues quickly to maintain high performance standards across their applications.

6.2.2 Data Transfer and Users Packages

The Spryker APM via New Relic is a transfer-based solution, with various packages tailored to different data transfer needs. Each package has a predefined ceiling on the amount of included data transfer per year. Every package has one (1) New Relic full platform user license included.

	S - Integration	M - Integration	L - Integration	Custom
Included data transfer TB/year	1	5	20	>20
Included Platform user(s)	1	1	1	1

These ceilings are cumulative across all of Customer's Environments and should be considered as a global telemetry data transfer limit. The data transfer ceilings specified for the Spryker APM via New Relic packages are in addition to the outbound bandwidth included by default with Spryker Cloud Services.

Exceedance of the predefined ceilings will be charged at the then-current consumption-based rate. Contact Spryker for further details on pricing or to enter into a new agreement with Spryker to purchase a package with higher data transfer ceiling or additional full platform users.

6.2.3 Data Retention

APM traces are retained for a period of 30 days in accordance with New Relic's data retention policies.

6.2.4 Availability

As part of Spryker's Standard Success delivery for Spryker Services, Spryker shall maintain a minimum availability of 99.8% during any calendar month ("**Spryker APM via New Relic Availability**"), as measured by or on behalf of Spryker, excluding times when the service is unavailable due to an Exception.

Availability means the proportion of time the New Relic integration is operational and capable of processing and exporting data without significant degradation. Spryker is not responsible for the unavailability or performance issues of the New Relic platform itself.

The following formula applies for calculating Spryker APM via New Relic Availability:

Spryker APM via New Relic Availability = (actual minutes available / (minutes a month – Exception)) ∗ 100

On top of the cases defined for Exceptions in the Glossary of Definitions, Exceptions in connection with Spryker APM via New Relic Availability cover:

- Emergency maintenance necessary to prevent imminent harm to the service;
- Outages due to the use of third-party services, Customer applications, equipment, or misuse of the service;
- Unavailability or performance issues within the New Relic platform.

6.2.5 Shared Responsibilities

Spryker's Responsibilities

- Provide access to the New Relic APM platform, including provisioning of one New Relic full platform user per tier.
- Ensure the agreed-upon data package is streamed from Spryker's platform to New Relic.
- Monitor the data transfer process to ensure compliance with the defined tier limits.
- Offer support for issues related to the integration of Spryker Services with New Relic.
- Maintain and update Spryker Services involved in data collection and transmission.
- Inform Customer of any changes to the integration or service that may impact the offering.
- Respond to issues related to the data transmission pipeline Spryker Services to New Relic.

New Relic's Responsibilities

- Ensure the availability, performance, and reliability of the New Relic APM platform as per their terms of service.
- Provide and maintain the features and capabilities associated with the New Relic full platform user as described in the New Relic documentation.
- Manage issues related to the New Relic platform, including platform-specific bugs, updates, and maintenance.
- Handle user-specific support requests regarding account configuration, platform functionality, and the use of New Relic's features.

Customer's Responsibilities

- Manage the provided New Relic full platform user account, including user configuration and permissions.
- Set up and maintain their New Relic account, including dashboards and the use of available features.
- Safeguard the credentials of the New Relic full platform user and ensure they are only used by authorized personnel.
- Adhere to New Relic's terms of service, acceptable use policies and other legal requirements for the platform.
- Notify Spryker of any changes in data requirements that may necessitate a tier adjustment.
- Report issues encountered with Spryker's data streaming or New Relic platform functionality to the appropriate party.
- Provide timely feedback to Spryker regarding service quality or data inconsistencies.

7. Business Intelligence Powered By Amazon QuickSight (Optional)

7.1 Overview

Business Intelligence powered by Amazon QuickSight contains the integration of the BI tool Amazon QuickSight within the Spryker Backoffice. This feature allows Customer to visualize data, create custom dashboards, and perform deep analytics on sales, product performance, customer behaviors, and marketplace KPIs. It has the following capabilities:

- Integrated directly within the Spryker Backoffice with default dashboards
- Highly customizable with preconnected Spryker DB, offering multiple options to tailor dashboards & analytics workflows
- Extendable with the data sources listed here (availability of 3rd-party data sources is controlled by AWS)
- User permissions on the dashboard level allows administrators to limit access to each dashboard to specified users
- Data export possible to CSV, Excel, and PDF (initiated by a user)
- Data refresh intervals can be defined

7.2 Packages

	Number of Readers	Number of Authors	SPICE Capacity
Base package	2	1	Up to 500 GB
Additional Author License		1	
Additional Reader License	1		
Additional SPICE Capacity			Up to 1 GB

Spryker reserves the right to evaluate and adjust pricing of the above packages annually in order to reflect potential price increases imposed by Amazon. Customer will be notified of respective price adjustments in advance and have a right to terminate Business Intelligence powered by Amazon Quicksight if the new pricing cannot be accepted.

Spryker reserves the right to invoice additional costs incurred by Customer's use of Business Intelligence powered by Amazon QuickSight, including but not limited to additional costs arising from Amazon increasing prices.

Overconsumption of SPICE is charged at the then-current rate per GB (currently USD 10 for Customers paying in USD). Customer is responsible for tracking overconsumption and purchasing Additional SPICE Capacity, available for a discounted rate if purchased in advance, to avoid higher costs.

Customer should anticipate SPICE usage to increase over time as more data is ingested into Customer's DB or/and Customer connects additional 3rd-party sources to Business Intelligence powered by Amazon QuickSight.

Amazon Q (AI), pixel-perfect reports, and alerts and anomaly detection are currently not included.

7.3 Limits and Constraints

Spryker will provision Business Intelligence powered by Amazon QuickSight in Customer's PROD Environment only. In order to use Business Intelligence powered by Amazon QuickSight, Customer must follow all respective installation guides provided by Spryker and update the necessary modules to the specific versions outlined in the documentation.

Author Licenses and Reader Licenses are not shared across Environments. If required for more than one PROD Environment, Customer needs to purchase additional Author Licenses and/or Reader Licenses per additional PROD Environment.

Author Licenses and Reader Licenses are allocated to one user's email address. Author Licenses are fixed to a named user for one (1) year, Reader Licenses are fixed to a named user for one (1) month. Customer can swap users allocated to the respective Author License or Reader License for free only to the end of the then-respective year or month of fixed allocation. If Customer wants to allocate an existing Author License or Reader License to another user starting with a new respective month or year, Customer can request such swap by providing the new email address and the deletion of the old email address. If Customer wants to swap users during the respective year or month, such new user will require the purchase of an additional Author License or Reader Licence.

Data-related consequences of extensions of Spryker's default allowed data source structure of the Spryker DB or connection of any 3rd-party sources to Business Intelligence powered by Amazon QuickSight lie within Customer's responsibility.

Business Intelligence powered by Amazon QuickSight calculates a "Total Sales" figure. This figure does not necessarily equal GMV figures calculated by Spryker for invoicing purposes in case of Customer having an Agreement with a GMV component in place with Spryker. Business Intelligence powered by Amazon QuickSight cannot be used as a predictor for fees associated with GMV.

8. Configurable Data Exporter

8.1 Overview

The Configurable Data Exporter enables Customer to export curated datasets from Spryker's operational database to their own external cloud storage (e.g., Amazon S3) through secure, scalable, and scheduled pipelines. Designed for high-performance, governed access to business-critical data, this feature allows Customer to feed data into external analytics tools, data lakes, or machine learning environments, without querying production systems or degrading uptime.

The Configurable Data Exporter has the following capabilities:

- Exports are triggered on a recurring, configurable schedule (up to 1 exporting job per environment).
- Data is selected for export on a per-table basis. Customers have full control over which tables are included, ensuring alignment with internal compliance policies.
- Exports run against read-replicas or detached environments, safeguarding production performance and minimizing operational risk.
- Enables analytical insights without direct production queries, protecting core operations while enabling business intelligence.
- Spryker excludes default tables containing system-level credentials or sensitive internal configurations from export by default. These exclusions cannot be overridden by Customer. However, in cases where Customer introduces custom fields or tables (e.g., via extensions or custom development) that contain credential-like or sensitive data, Spryker cannot programmatically detect or block them. The responsibility for reviewing and auditing the exported data content, including ensuring exclusion of sensitive or credential-related data, lies solely with Customer.
- Data exports operate at the table level only. Partial field level exclusions are not supported.

8.2 Limits and Constraints

- Exports are limited to the default data structure and tables explicitly selected by Customer.
- Only entire tables can be included or excluded from exports. Fine-grained, column-level control is not supported.
- Changes to data schema (e.g., table renaming, added columns) require manual reconfiguration of the export definition.
- Blacklisted tables (e.g. due to potential credential or secret leakage) will be ignored even if Customer explicitly selects them in the scope of the export.
- It is Customer's responsibility to audit the exported content and ensure compliance with internal and external data protection standards.
- Exported datasets may require transformation or mapping to be compatible with Customer's target destination (e.g., data warehouse schemas, ML model inputs)
- Spryker may update technical requirements, access policies, or export mechanisms. Customer will be informed of such changes with reasonable advance notice.
- Each table is exported fully without considering data deltas.
- Spryker reserves the right to adjust export infrastructure and terms with prior notice in case of infrastructure or security updates.
- No delta exports are performed; each scheduled export includes the full content of the selected tables.
- This behavior may lead to significant outbound traffic consumption, especially for large or frequently updated datasets.
- Outbound traffic beyond the included quota will be charged as per Section A. 3 above.

8.3 Security and Data Privacy

Spryker acts as a processor only until the exported data is written to the storage service. From that point onward, all responsibilities for securing, processing, and transforming data lie with Customer. Spryker is not responsible for the security or compliance of data exported from custom tables or fields added by Customer. Spryker is not responsible for any business or compliance implications arising from Customer's custom table or field configurations.

C. Spryker Self-Service Portal (Optional)

Spryker's SSP is a product that works on top of the Spryker Cloud Commerce OS, and offers a portal with a storefront and a backend application. It enables Customer's end customers to independently manage their aftersales support and purchasing, reducing the need for direct interaction with sales and customer support representatives. Spryker offers the "**Transactional Self-Service Portal**" and the "**Non-Transactional Self-Service Portal**", as defined herein and in the Feature Catalog, which can be accessed via https://read.spryker.com/hubfs/00-pdf/catalog/SSP/Spryker%20SCCOS_SSP%20Feature%20Catalog.pdf

2. Packages

2.1. Non-Transactional Self-Service Portal (Optional)

With Spryker's Non-Transactional SSP Customers can provide their end customers with access to relevant information, account management tools, and self-service support, as described in detail in the most current Feature Catalog.

The Non-Transactional Self-Service Portal does not include the capability to complete purchases or other financial transactions and may, if used without the Spryker Cloud Commerce OS, require specific integration with Customer's systems. The Non-Transactional SSP includes customer support capabilities, such as documentation access, knowledge bases or account management. Transactions will occur through other channels or require manual processes.

The Non-Transactional Self-Service Portal is accessible in form of the following packages:

	Package	Number of Company Accounts
Small package	S	2000
Medium package	M	10,000
Large package	L	50,000
Custom tear	Custom	> 50,000

Customer must provide and allocate a Company Account to each of its end customers it wants to allow the use of the SSP. One Company Account can be shared between Affiliates of one end customer company. Company Accounts must not be shared between different end customer companies.

2.2. Transactional Self Service Portal (Optional)

With Spryker's Transactional SSP Customers can enable their end customers to complete transactions independently, allowing buyers to browse products, place orders, book services, manage invoices, track shipments, and handle payments within the portal. Customer's end customers also have access to account and post-sales management capabilities, from initial B2B account registration workflows to ongoing account management. Aftersales support includes inquiries, claims, and service management.

Additional transactional features, including customer-specific pricing, catalog and order management, which are described in detail in the Feature Catalog, are included in the Transactional SSP.

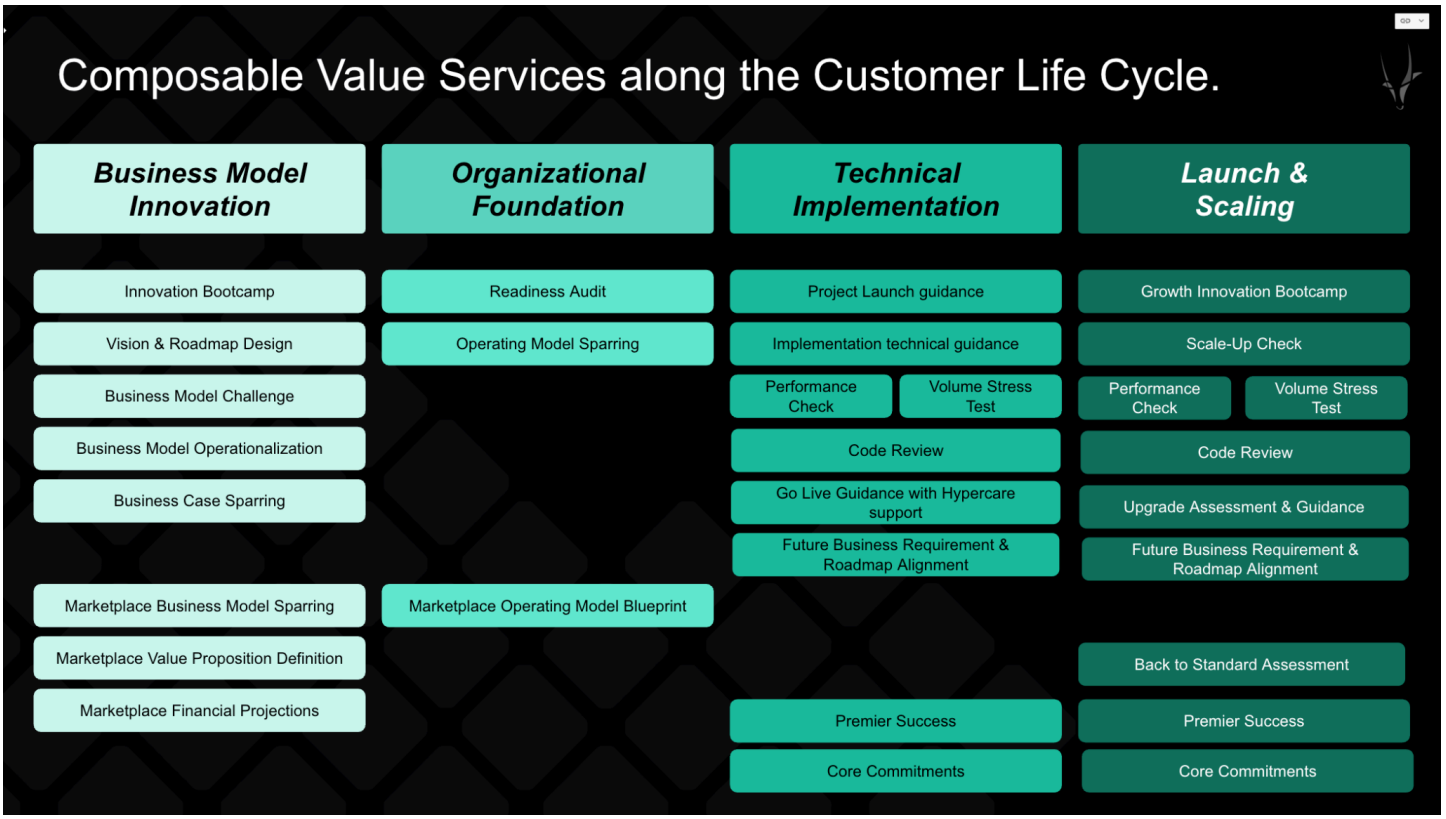
The packages outlined in Section 2.1 above apply to the Transactional SSP as well. The Transactional SSP can only be used in connection with Spryker Cloud Commerce OS.

3. Fair Use

To ensure that the SSP is primarily utilized for the provision of services to end customers within the scope of the agreed contractual volume, and to prevent any misuse or unfair exploitation of the system, the number of company users across all assigned Company Accounts shall not exceed a threshold calculated as the maximum Package level multiplied by 100.

For illustrative purposes, in the case of the S Package of both the Non-Transactional and Transactional SSP, corresponding to a maximum of 2,000 Company Accounts, the expected number of company users shall not exceed 200,000.

Spryker Composable Value Services



A. Spryker Success Enabling Services

1. General

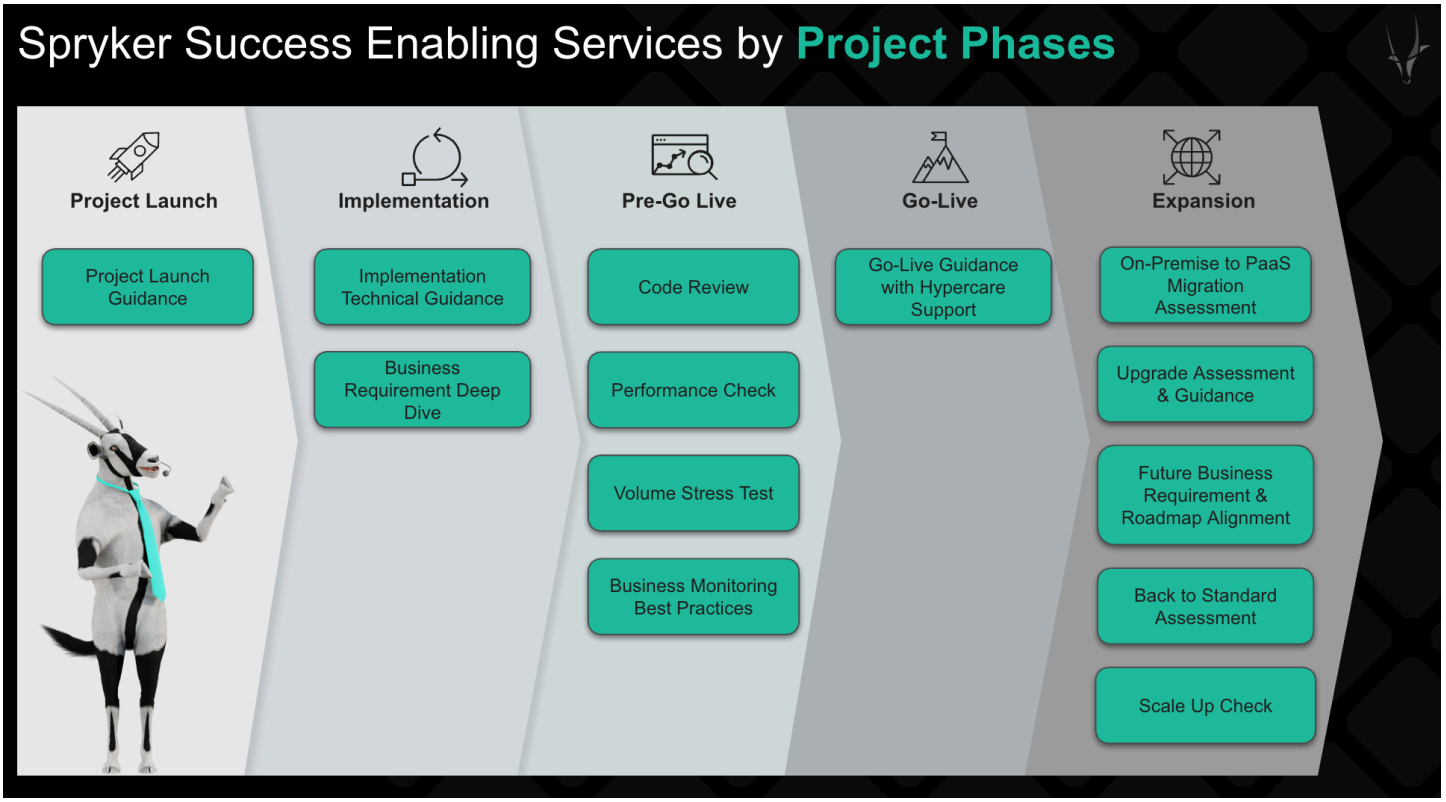
Spryker offers Spryker Value Engineering Services and Spryker Expert Consulting Services as part of the Spryker Success Enabling Services offering to enable Customer's success by providing Spryker experts' guidance for the most critical phases prior to the and throughout the project lifecycle.

2. Spryker Value Engineering Services

Spryker Value Engineering Services are engagements specifically aiming at the needs of each respective Customer with specialized resources that provide best-practice consulting and guidance designed to help improve Customer's business model and success.

3. Spryker Expert Consulting Services

Spryker Success Enabling Services are structured as interactive engagements with specialized resources that provide best-practice consulting, guidance and recommendations mapped to various stages of the Customer's project including business model innovation, discovery, implementation, Go-Live and expansion to mitigate Customer's project risks



Spryker Expert Consulting Services	
SES01: Project Launch Guidance	**Objective:** The objective of Project Launch Guidance is to ensure smooth launch of the Spryker implementation project under the guidance of Spryker experts. Spryker provides expert consulting sessions on project planning, risk mitigation, Spryker Cloud Services infrastructure, architecture and MVP scope topics in addition to helping with Customer's project team onboarding and training. **Delivery Approach:** Project launch guidance is delivered for a maximum of 8 weeks. There are 12 consulting sessions of 2-4 hours covering topics such as MVP scope, architectural design, project team set up, onboarding and training, project risk mitigation. **Pre-Conditions:** Customer must provide the Spryker team with the following: - All scope documentations; - Access to product Backlog (Jira); - Architecture & third-party integration details; and - Project planning details
SES02: Implementation Technical Guidance	**Objective:** The objective of Implementation Technical Guidance is to de-risk the development phase with Spryker technical guidance. Spryker technical consultants work directly with Customer's project team, helping with the most challenging technical problems, carrying out code reviews and providing feedback to ensure developers are enabled. **Delivery Approach:** Implementation Technical Guidance is delivered during the development phase. A Spryker technical consultant is assigned 8 hours a week, and for some weeks as agreed with the customer, to work directly with the Customer's technical team to guide and enable them by taking part in key technical meetings like story refinement and weekly technical Q&A

	sessions.
	
	Pre-Conditions:
	
	- Spryker tech consultant is given Custom Code access to perform review, either via
	  ○ GitHub repository access; or
	  ○ GitHub “archive”;
	- Goal of the implementation technical guidance is aligned between Customer’s project team and Spryker prior to start, including definition of challenges and questions by Customer; and
	- Spryker tech consultant will mainly provide expert guidance and will not be in developer role

SES03: Go-Live Guidance & Hypercare Support	**Objective:**
	The objective of Go-Live Guidance with hypercare support is to plan, structure and de-risk the Go-Live phase and date by involving Spryker guidance including the Go-Live checklist. Spryker hypercare support helps the Customer to solve any related critical issues faster.
	
	Delivery Approach:
	A Spryker business consultant and a technical consultant are assigned for 8 weeks to help and support Customer’s project team preparing for Go-Live. Spryker supports creating and tracking the Go-Live checklist along with hypercare support in order to help Customer and its Partner team to solve any related critical issues faster.
	
	Pre-Conditions:
	- Spryker Tech Consultant is given Custom Code access to perform review, either via
	  ○ GitHub repository access; or
	  ○ GitHub “archive”;
	- A person from the Customer’s project team is engaged actively with Spryker and works on creating a Go-Live checklist; and
	- Spryker is continuously informed about the Go-Live plan and any changes to it

SES04: Performance Check	**Objective:**
	The objective of Performance Check is to analyze the implemented system landscape, functionalities and customizations to identify and fix performance issues and bottlenecks.
	
	Delivery Approach:
	A Spryker Technical Consultant is assigned for 4 weeks to perform the performance checks and provides a related report along with the recommendation on how to fix any identified issues.
	
	Pre-Conditions:
	- Spryker tech consultant is given Custom Code access to perform review;
	- Customer ensures monitoring (APM, e.g. New Relic and Backfire) is in place and configured; and
	- Customer must provide Spryker team with the following:
	  ○ System overview (architecture landscape);
	  ○ Details on third-party integrations; and
	  ○ Technical challenges and insights, what has been already tested
	  ○ Final list of PoC / strategic items after meeting

SES05: Code Review	**Objective:** The objective of Code Review is to validate that Custom Code is optimized for key business processes such as Add to Cart, Pricing and Checkout, and to ensure high Custom Code quality and confirmation of whether Spryker’s best practice recommendations are followed. **Delivery Approach:** A Spryker Technical Consultant is assigned for 4 weeks to perform Business Process Performance Optimization (Code Review). Based on the results, Spryker gives a detailed report including feedback on the current Custom Code quality and recommendations for

	Custom Code adjustments needed for performance and security optimization.
	
	Pre-Conditions:
	Customer must provide the Spryker team with the following:
	- Objective for the Custom Code review;
	- Step-by-step documentation to key process steps of Customer journey, transaction;
	- Past major challenges and pain point, such as performance, data flow, loading times, installations;
	- Insights on who has contributed to inspected Custom Code (in-house or third party);
	- Spryker tech consultant is given Custom Code access to perform review, either via
	  ○ GitHub repository access; or
	  ○ GitHub “archive”; and
	- Information which branch of the project Customer wants to have reviewed (usually “master”)

SES06: Scale Up Scenarios Check	**Objective:**
	The objective of Scale Up Scenarios Check is to validate that a future-proof integration and landscape is set up based on the expected future business requirements to scale up in order to meet targets and expand to new markets.
	
	Delivery Approach:
	A Spryker Technical Consultant and a Spryker Solution Consultant are assigned for 4 weeks to perform the Scale Up Scenarios Check. Based on the results, Spryker provides a detailed report including technical risks with scaling, recommendations to mitigate those risks, recommendations on architectural adjustments or third-party integrations, and how to overcome bottlenecks to maintain proper technical performance.
	
	Pre-Conditions:
	Customer must provide the Spryker team with the following:
	- System overview (architecture landscape);
	- Spryker tech consultant is given Custom Code access to perform review, either via
	  ○ GitHub repository access; or
	  ○ GitHub “archive”;
	- Details on third-party integrations; and
	- Information about scale up scenarios

SES07: Volume Stress Test	**Objective:**
	The objective of Volume Stress Test is to ensure that the current solution is capable of handling a high number of transactions and/or user loads properly and is stable for business continuity. That will indicate the scalability of the system under the expected peak load and helps to stress-test the existing online commerce platform and connected infrastructure in a safe Environment.
	
	Delivery Approach:
	A Spryker Technical Consultant is assigned for 4 weeks to perform Volume Stress Test. Based on the results, Spryker provides a detailed report including technical ceilings included by default, soft spots and recommendations for improvements and starting point for optimizations and refactoring. A PROD replica Environment is temporarily set up to perform the volume stress test. The customer takes care of the additional cloud infrastructure cost for this Environment.
	
	Pre-Conditions:
	Customer must provide the Spryker team with the following:
	- Critical business path details e.g. checkout, add to cart, PDPs;
	- Step-by-step documentation to key processes;
	- Spryker Tech Consultant is given Custom Code access to perform review, either via
	  ○ GitHub repository access; or
	  ○ GitHub “archive”; and
	- Basic Transaction Metrics (Peak value scenarios for hours/days)

SES08: Future Business Requirement and Roadmap Alignment	**Objective:** The Objective of Future Business Requirement and Roadmap Alignment is to compare in detail Spryker's product roadmap and Customer's future business requirements. Spryker's product roadmap will be mapped to the Customer's business requirement targets. In a joint session, Spryker identifies features which are not yet utilized but are relevant for Customer, as well as new items to be implemented. **Delivery Approach:** A Spryker Business Consultant is assigned for 2 weeks to establish a common understanding and alignment on customer's mid to long term business requirements and Spryker Product Roadmap. During this alignment, Customer's future business requirements will be first discussed in a workshop using tools like transformation chart and value proposition canvas. The requirements will then be mapped to the Spryker Product Roadmap. As a final outcome of this service, we will identify three different options to unlock business value in Spryker which are: Spryker Product Roadmap, Spryker Co-Innovation and Project Level custom Implementation. **Pre-Conditions:** Customer must provide the Spryker team with the following: - Backlog and plans for future feature development and third-party integrations; - Naming of market companion or role model (Optional); and - Baseline of key measures to improve and most important metrics to focus on (Optional)
SES09: Business Monitoring and Alerting and Operations Best Practices	**Objective:** The objective of Business Monitoring and Alerting and Operations Best Practices is to identify business monitoring and alerting criteria beyond Spryker's default coverage, and to provide consultation and training about implementation of it. **Delivery Approach:** A Spryker Technical Consultant is assigned for 4 weeks to deliver this service. Based on the results, Spryker provides a detailed report including implementation guidance and also offers training sessions for the Customer's developer for such implementation. **Pre-Conditions**: - Customer's project team possesses over basic knowledge about New Relic (https://learn.newrelic.com/); - A running Spryker STAGE and PROD Environment with New Relic active and connected; and - Capacity allocated for Customer's project team to implement the instrumentation **Pre-Conditions:** Customer must provide the Spryker team with the following: - Overview about mission-critical Transaction Metrics; - Thresholds for business critical Transaction Metrics; - Idea of the communication line for report and/or alerts; and - 2 people for monitoring training: 1 business and 1 technical person
SES10: On Premise to PaaS Assessment	**Objective:** The objective of On Premise to PaaS Assessment is to provide an assessment for potential PaaS migration, after measuring the complexity and feasibility, Spryker provides estimations as well as some recommendations to migrate On Premise into PaaS solution, which helps to reduce the costs and complexity of the operations significantly with a highly scalable, secure and resilient environment. **Delivery Approach:** A Spryker Technical Consultant is assigned for 2 weeks to perform the On Premise to PaaS Assessment and presents the analysis and recommended path for the migration to Customer. **Pre-Conditions:** Customer must provide the Spryker team with the following: - List of most important and complex project customizations; - Preparation of documentation for key features; - Project requirements or ceilings included by default, such as PHP version, tooling (including versions), any OOTB technology etc. Example: system requirements.

	- The high-level infrastructural landscape of the shop; - 3rd-party integrations (integration map); - Is the project in Go-Live status or still in development?; - What has to be migrated from the current live (DB, files)? One time or recurrent? (if applicable); - Amount of data, for instance, <30 GB, <10k products (if applicable); - Is downtime possible? If yes - for how long? (if applicable)

SES11: Upgrade Assessment & Guidance	**Objective:**
	The objective of Upgrade Assessment is to validate project-level implementation, give recommendations and clear path for the upgrade process and also support with technical guidance during the upgrade process and make sure that upgrade is done properly.
	
	Delivery Approach:
	A Spryker Technical Consultant is assigned for 2 weeks to perform the Upgrade Assessment and presents the analysis of upgradability of the project and recommended path for upgrading. After the assessment's results and recommendations are presented by the Spryker Technical Consultant, Spryker continues to provide technical guidance to the project team during the upgrade (maximum up to 6 weeks).
	
	Pre-Conditions:
	Customer must provide the Spryker team with the following:
	- Description: What is intended to be upgraded, to which versions;
	- Insights about the most important project-level integrations and features;
	- Spryker Tech Consultant is given Custom Code access to perform review, either via
	  ○ GitHub repository access; or
	  ○ GitHub "archive"; and
	- Clear documentation about how to build up the project in the local Environment to test the possible solutions

SES12: Back to Standard Assessment	**Objective**:
	The objective of Back to Standard Assessment is to reduce complexity and optimize the total cost of ownership, by investigating if available core features could replace heavy customization on the project side.
	
	Delivery Approach:
	A Spryker Technical Consultant is assigned to perform the assessment. At the end of the assessment (within 4 weeks) Spryker delivers a detailed report on:
	- Gap analysis report;
	- Technical assessment report; and
	- Migration scope and WBS
	
	Pre-Conditions:
	Customer must provide the Spryker team with the following:
	- Details on level of customization and list of adjusted modulus;
	- Technical acceptance criteria of individual core code functionality;
	- Code of adjusted modules and dependencies; and
	- Spryker Tech Consultant is given Custom Code access to perform review, either via
	  ○ GitHub repository access; or
	  ○ GitHub "archive"

SES13: Business Requirement Deep Dive	**Objective**: The objective of Business Requirement deep dive is to map the business requirements with Spryker out of the box features to identify the custom development need and finally break down the high level business requirements into Epic or Story level. **Delivery Approach:** A Spryker Product Consultant is assigned, to run business requirement deep dive workshops with the customer side business stakeholders. At the end of the workshops, Spryker team delivers - A sheet with Requirements broken down to Epic/Story level - Scope - Spryker OOTB feature mapping **Pre-Conditions:** Customer must provide the Spryker team with the following: - Time commitment and availability for the business requirement workshops; - Share the detailed business requirements with Spryker
SES14: Spryker 20 hours Guidance	**Objective**: The objective of Spryker 20 hours guidance is to solve one single critical customer pain point by spending up to 20 hours within a week. **Delivery Approach:** A Spryker Technical or Business Consultant is assigned to work with the customer to help them solve the critical pain point. At the end of the engagement, Spryker team delivers - A solution approach to the critical pain point **Pre-Conditions:** Customer must provide the Spryker team with the following: - Detailed description of the problem + Logs + documents; and - Code Access to Spryker Technical consultant when needed

B. Spryker Co-Innovations

1. General

Spryker offers Spryker Co-Innovation Services, delivered by Spryker's Product and Engineering Team, which provide enhancements to Spryker Software Product(s) as Spryker Co-Innovation based on Customer's requirements and project timeline.

2. Description and Details

Spryker Co-Innovation Services provide Customer a way to influence what functionality in Spryker Software Product(s) Spryker resources are building. A Spryker Co-Innovation is a Customer-funded enhancement to Spryker Software Product(s), built by Spryker core resources. A Spryker Co-Innovation is designed in close consultation with Customer to ensure that Customer's business objectives are taken into account. Customer has extended influence over delivery timelines of a Spryker Co-Innovation whereas Customer only has indirect influence over the roadmap timeline for Software Product(s).

C. Spryker Training and Enablement Services

1. General

Spryker offers Spryker Training and Enablement Services, delivered by the Spryker Academy, as a dedicated resource for learning Spryker Cloud Commerce OS and Spryker Cloud Commerce OS Add-Ons through a variety of self-paced and instructor-led courses.

2. Description and Details

Spryker Training and Enablement Services can be booked via Spryker Academy's training catalog, which can be accessed via: https://academy.spryker.com. Spryker Training and Enablement Services are performed either virtually or at Spryker's business address. The conditions and Fees set by Spryker Academy apply. Customer may also request from Spryker Training and Enablement Services specifically designed for Customer.

Customer has full access to Spryker's e-learning content library, including the "Getting Started with SCCOS" on demand course.

D. Spryker Premier Success

1. General

Spryker offers, as an extended and comprehensive offering to its Spryker Spryker Standard Success delivery for Spryker Services, Spryker Premier Success subject to additional Fees.

2. Description and Details

	Spryker Standard Success (Included by default)	**Spryker Premier Success (Optional)**
Support and Maintenance Services		
Response Time Window	24/7/365	24/7/365
Response Time: Business Impact P1 - URGENT	1 hour	30 minutes
Response Time: Business Impact P2 - HIGH	2 hours	1 hour
Response Time: Business Impact P3 - MEDIUM	8 hours	4 hours
Availability	99.8%	99.99%
Customer Support Contacts	3	10
Hyper care for critical Go-Live of a Customer project	No	Yes
Access to Spryker Technical Account Management	No	Yes
Success Guidance		
Spryker Customer Business Reviews	No	Quarterly
Spryker Training and Enablement Services	Full access to Spryker's e-learning content library, including the "Getting Started with SCCOS" on demand course.	- 1 x Private Backend Dev Basics Course; - 1x Private Backend Dev Intermediate Course; - 1x Follow-Up Session (2 hours online training); and - 1x Instructor-led "Getting Started with SCCOS" course
Spryker People and Culture Support Services	No (against additional Fees)	Included

Glossary of Definitions

"24/7/365"	means 24 hours, 7 days and 365 days.
"**Acceptance**"	means Customer confirming via email (using Spryker's Main Contact email address) that Spryker Co-Innovations have passed the relevant Acceptance Test. For clarity, Acceptance does not mean acceptance within the meaning of German law on works contracts in Sections 631 et seq. of the German Civil Code (*BGB*).
"**Acceptance Criteria**"	means the criteria to be satisfied to demonstrate that an Acceptance Test for the respective Spryker Co-Innovation has successfully been completed and is set out in Order Form(s).
"**Acceptance Test**"	means Customer's participation in a product demo on a respective Spryker Co-Innovation to provide feedback and ensure a Spryker Co-Innovation complies with the relevant Acceptance Criteria.
"ACP"	means Spryker's App Composition Platform.
"Affiliated Company"	means any legal entity that directly or indirectly controls, is controlled by, or is under common control with either Party' s legal entity, where control means direct or indirect ownership of 50% or more of the voting power or equity in a legal entity or de facto control by a legal entity of another legal entity's decision making.
"Agreement"	means the Master Services Agreement for Spryker Services, including all of its parts.
"Alumio"	means Spryker's partner Alumio B.V. Laan Corpus den Hoorn 200, 9728JS Groningen, and is a third-party services provider (details on which can be found here: https://www.alumio.com/) which provides Spryker Middleware powered by Alumio through Spryker Services.
"Alumio Connector"	is the third-party system connectors (e.g. PIM, ERP), available via Alumio or customer- or partner-built within Alumio's environment. Data mapping and data transformation is not included in an Alumio Connector.
"Alumio ERP Plugin"	refers to plugins of Alumio which would be required to be installed in the respective ERPs to enable the synchronization of data between older on-prem versions of Microsoft Dynamics 365 or SAPs S4/Hana ERPs and the Spryker Cloud Services by way of exposing an API that the Spryker Middleware powered by Alumio can connect to.
"Alumio Integration App"	means a pre-built integration with the Spryker Middleware powered by Alumio, providing data mappings between Spryker's Data Exchange API and the third-party system, to greatly reduce the time to set up integrations from a third-party system to Spryker Services. Alumio Integration Apps are designed to work using an Alumio Connector.
"Alumio Terms"	means the terms of service provided by Alumio.
"API"	means Application Programming Interface.
"APM"	means Application Performance Monitoring.
"APM (Custom) Events"	means those APM Events are typically used to denote a meaningful, singular point in time during the trace's or span's duration.
"Application"	means Customer's runtime software, operated on Spryker Cloud Services, delivering Customer's custom and Spryker-delivered functionalities to end users.
"Attribute"	means a key-value pair following OpenTelemetry (OTel) definitions of allowed value and limits that can be attached to Traces or parts of Traces (Spans).
"Authorized User"	means, related to Spryker Cloud Services, (i) Customer's and Customer's Affiliated Companies' employees; (ii) external employees working for Customer; and (iii) any other person acting on behalf of Customer, including but not limited to service providers.

"Automatic Renewal"	means the automatic renewal of any Recurring Spryker Service.
"Availability"	means that calls to Spryker Cloud Services' APIs using Spryker owned-DNS entries serving Spryker Cloud Services over the public internet are returning a standard HTTP response.
"AWS"	means Amazon Web Services.
"AWS Marketplace"	means the online marketplace operated by AWS, which can be accessed via: https://aws.amazon.com/marketplace.
"Bug Fix"	means a correction of an Incident in a version, possibly provided as part of a Patch, Minor or Major Release, which does not affect the obligation to remedy security-related Incidents in previous versions of any Spryker Software Product.
"Business Continuity Plan"	means the scheme through which Spryker is able to perform its obligations related to Spryker Services with minimal disruptions and/or delays.
"Business Day"	means any day except Saturdays, Sundays and public holidays in Berlin, Germany.
"Business Hours"	means the following nine (9) hours on Business Days from Monday to Friday, 9 am to 6 pm, Central European Time (GMT +1).
"Business Impact"	means the classification of an Incident to Priority 1, 2 or 3.
"Cardinal Obligation"	means any obligation whose fulfillment is a prerequisite for the proper execution of the Agreement and upon the adherence to which either Party relies.
"Clause"	means any section in the Agreement.
"Communication Channel(s)"	means following virtual paths to facilitate voice, video and data exchange with Spryker Support Team: Spryker Standard Success: Email, Web, Ticket System Spryker Premier Success: Email, Web, Ticket System, Ticket Triage Service
"Company Account"	means an account in the SSP provided by Customer to an end customer company required so they can use the SSP.
"Confidential Information"	means any trade secrets of either Party and its know-how, bases of costing and calculation, concepts, business plans, product and program specifications, strategies, Customer Data, and sales and marketing data the Party communicates or has communicated, or otherwise makes or has made available, to the other Party in writing, orally or in another way, or of which the other Party otherwise gains or has gained knowledge.
"Consumption Limit"	means the certain value the Customer is entitled to consume with regard to a Transaction Metric.
"Content"	means any information, content, interfaces or codes kept and provided by Customer on its online commerce platform.
"Custom Code"	means any code which has been developed by or on behalf of the Customer and not by or on behalf of Spryker.
"Customer (Contracting Entity)"	means the Party as counterpart Spryker (Contracting Entity) concludes the Agreement with.
"Customer Data"	means any data, including personal data, files, information or materials processed with Spryker Services by or on behalf of Customer or Authorized Users.
"Customer's Local Business Hours"	means - unless otherwise agreed between the Parties - the following nine (9) hours on Business Days from 9 am to 6 pm at the local place of business on the basis of the address provided by the Customer.

“Customer Requirements”	means the requirements agreed between the Parties that need to be met by Spryker Co-Innovations.
“Customer Support Contact”	means the contact persons named by Customer under the Support SLA.
“Data Breach”	means (i) the loss of, damage to or destruction of Personal Data; and (ii) any access to or any use, disclosure or other processing of Personal Data not explicitly permitted under the Agreement.
“Data Exchange API”	Data Exchange API is the central hub from which data moves in and out of Spryker. It is managed by Spryker and can be used for a broad range of data transactions. Spryker APIs are included in your Spryker fee.
“Data Mapping & Transformation”	Data mapping and transformation is the process of first matching fields from one database to another then transforming the data into the proper format and taxonomy to meet the needs of each respective system as it flows back and forth between them.
“Data Protection Law”	means, where applicable to the Agreement, the 2016 General Data Protection Regulation (EU) 2016/679 (GDPR) and all other applicable laws and regulations related to data protection and privacy.
“Data Subject”	means the term as defined in Art. 4 no. 1 GDPR.
“Data Transfer Package”	means a predefined allocation of data transfer capacity, measured in terabytes (TB) per year, included in the Spryker Monitoring Integration service. Different packages are available to meet varying data transfer needs.
“Derivative Work”	means any new work or result based on a Modification and/or Extension.
“Direct Competitor”	means any person, business or company providing competitive products, services or offerings to those of Spryker and/or Spryker Services.
“Disaster Recovery Plans”	means any schemes, procedures and backup equipment and facilities of a scope consistent in all material respects with customary industry practice in the event of any disaster, emergency or persistent equipment or telecommunications failure affecting Spryker Services.
“Dispute”	means any difference of opinion between the Parties related to the Agreement.
“DPA”	means the Data Processing Agreement (to be) concluded between the Parties.
“DPIA”	means Data Processing Impact Assessment in accordance with Art. 35 GDPR.
“Early Access Release”	means the Release of a not production-ready piece of software.
“Effective Date”	means the date stated on top of the front page of the Agreement.
“End Date”	means the last day of a certain time period.
“Engine”	means the core element and foundation related to Spryker Cloud Services.
“Environment”	means the technical platform with which Spryker Cloud Services is operated.
“Environment Type”	means either (i) PROD; (ii) PROD-Like; or (iii) NON-PROD Environment.
“Environment Location”	means the venue where the Environment territorially located.
“EU”	means the European Union.
“Exceedance Fee Rate”	means the rate the overuse value related to any Transaction Metric is to be multiplied with.

"Exceedance Fees"	means the calculated amount of remuneration owed by Customer to Spryker for an overuse related to any Transaction Metric on basis of the Exceedance Fee Rate.
"Exception"	means following time periods of events, which are not used for calculation of Availability: - misuse of Spryker Services by Customer; - outages in Customer's internet connectivity; - Major Security updates by Spryker regarding Spryker Services; - internet or other network traffic problems not attributable networks that have to be provided or controlled by or on behalf of Spryker; - Scheduled Downtime; or - Force Majeure Event.
"Extension"	means any enhancement of any Spryker Software Product's module beyond the documented APIs of Spryker Software Product's source code with Custom Code, such as by overwriting internal classes or manipulating the database schema used by the source code, by or on behalf of the Customer.
"Feedback"	means any input, suggestion, changes, suggested change, enhancement request, recommendation and/or correction regarding Spryker Services.
"Fees"	means any amount of remuneration owed by Customer to Spryker for Spryker Services subscribed to.
"Force Majeure Event"	means any event of fire, flooding, pandemic (except COVID-19 pandemic), earthquake, strike by either Party's employees, labor unrest, declared or undeclared war, embargo, blockade, statutory prohibition, insurrection, public disorder, rioting or any other unavoidable and serious event that was not foreseeable by such Party not fulfilling its obligations under the Agreement that have rendered fulfillment of the obligation in question is hampered or rendered impossible.
"FOSS"	means any free or open source software, whether in binary, source code or any other form, conceived or developed by a third party, and that is either distributed with or referred to but does not form part of Spryker Software Products.
"GDPR"	means Regulation (EU) 2016/679 (General Data Protection Regulation) of the EU.
"Glossary of Definitions"	means this list of definitions, as part of the SSD.
"GMV"	means Gross Merchandise Volume.
"Go-Live"	means the point in time when operation of the online commerce platform of Customer based on Spryker Cloud Services is launched.
"Gross Merchandise Volume"	means the total order value sold through Customer's online commerce platform based on Spryker Cloud Services, before returns and including all fees and taxes as part of the transactions placed and paid by Customer's (end) customers.
"GST"	means Goods and Services Tax.
"Health Status Metrics"	means indicators that monitor the overall health status of a certain service.
"Hosting Provider"	means the person that provides the electronic data transmission service to store information and data in the course of hosting Spryker Cloud Services.
"Hot Fix"	means any small piece of code, up to a maximum of 100 lines, developed to correct an Incident and released by Spryker, and be considered as preventive measure to avoid future problems to any Spryker Software Product.
"Incident"	means any experienced problem reported by Customer to and identified as such by Spryker.
"Initial Spryker Services Term"	means the first time period from Start Date until End Date of any Spryker Service subscribed to and not including any Renewal Spryker Services Term(s).
"Insolvency Event"	means, in relation to any natural or legal person, any of the following events:

	- insolvency proceedings on the assets of such person have been instigated or instigation of them has been rejected due to insufficiency of assets; - an application to instigate insolvency proceedings has been filed by such person; - such person effectively discontinues business operations; or - the occurrence of an event that relates to such person and corresponds or is similar to one of the above-stated events in a legal system in which such person has been established or is located or in which it pursues a business activity or possesses assets.
"Instrumentation"	means the process of implementing OpenTelemetry SDKs, agents, and other necessary components within Customer's application environment to enable the collection and forwarding of telemetry data.
"IP Rights"	means any patents, patentable rights, copyrights and rights in the nature of copyrights, design rights, utility models, brand names, irrespective of whether one of the above has been registered or not, trademarks, trade secrets, trade names, rights to domain names, rights to inventions, rights to data, database rights, rights to know-how and any other intellectual property rights, which subsist in computer software, programs and Confidential Information, and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of a country, as well as all pending applications and the right to file applications for or register such, now, in the future and for any eventuality, and including any renewals, extensions, revivals and all accrued rights to take legal action.
"IT Security Measures"	means any customary industry measures and internal guidelines within Spryker's control to protect the confidentiality, integrity and security in relation to Spryker Services against any unauthorized use, access, interruption and/or corruption.
"KPI"	means Key Performance Indicator.
"Major Release"	means any available Update to a Spryker Software Product through which Spryker makes a change to the external API of a module, an internal API or interface, even without a change to a facade method.
"Maxi Major"	means any Major Release for which the implementation time is more than four (4) hours; in such case, the previous version of the Spryker Software Product automatically receives a Bug Fix and security related Patch (LTS) as long as such version is used.
"Mini Major"	means any Major Release for which the implementation time is less than four (4) hours.
"Minor Release"	means any available Update to a Spryker Software Product through which Spryker makes a change to the internal API of a module, even without a change to a facade method.
"Modification"	means any translation, adaptation, arrangement and other modification of a Spryker Software Product's source code with Custom Code, as well as the reproduction of the results thereof, by or on behalf of the Customer.
"MSA"	means Master Services Agreement.
"MySQL"	means My Structured Query Language.
"Non-Recurring"	means any Spryker Service marked as such in applicable Order Form(s) is not automatically renewed upon its End Date for a Renewal Spryker Services Term.
"OpenTelemetry (OTel)"	means open-source observability framework that provides tools, APIs and SDKs to collect, process, and export telemetry data from applications.
"(Optional)"	means that for this part of any Spryker Services marked as such Customer needs to subscribe to in applicable Order Form(s) and is subject to additional Fees.
"Order Form"	means the ordering document, as part of the Agreement, through which Customer subscribes to certain Spryker Services.
"Order"	means the figure sold via Customer's online commerce platform based on Spryker Cloud Services placed and paid by Customer's (end) customers.
"PaaS"	means Platform as a Service solution.
"Partner"	means any of Spryker's official Solution Partners or Technology Partners.

"Partner Services"	means complementing services of selected technology partners of Spryker.
"Party" and/or **"Parties"**	means the Contracting Entity and/or Contracting Entities, individually or jointly.
"Patch"	means any available fix to a Spryker Software Product through which Spryker makes no change to the internal API of a module and no internal method signatures are affected, nor is there a change in the call history or behavior of a method.
"Personal Data"	means the term as defined in Art. 4 no. 1 GDPR.
"Process(ing)"	means the term as defined in Art. 4 no. 2 GDPR.
"Prohibition on Solicitation"	means the prohibition on Customer to entice away, or attempt to do so, any employee, consultant and/or subcontractor of Spryker for a time period of twenty-four (24) calendar months upon the End Date of the Agreement, and also includes a prohibition on inducing another natural or legal person to entice away any employee, consultants and/or subcontractors of Spryker, in order to establish an employment relationship, or one that is similar to such, with Customer, whereby nationwide job advertisements do not fall under this prohibition.
"Provisional Solution"	means any temporary, makeshift measure when a Force Majeure Event lasts if immediate remediation is not possible.
"Recurring"	means any Spryker Service marked as such in applicable Order Form(s) is automatically renewed on an ongoing basis upon its End Date for a Renewal Spryker Services Term.
"Release Compatibility"	means the upward and downward compatibility of the components of a Spryker Software Product in the sense of being suitable to permit a change from the existing status by means of a Release.
"Release"	means any distribution of a version of a Spryker Software Product or of a Bug Fix, Hot Fix or Update.
"Renewal Spryker Services Term"	means, upon the End Date of the Initial Spryker Services Term, the subsequent time period of a Spryker Services Term Year of a Spryker Service subscribed to.
"Replacement Service"	means any service that contains substantially all of the same functionality found in Spryker Service.
"Resale Agreement"	means the agreement for one-time resale of Spryker Services.
"Response Time"	means the time period from receipt of the Incident report by Customer until the first response to it by Spryker.
"Response Time Window"	means the time period during which a response by Spryker to Customer regarding an Incident report can be expected.
"Scalability"	means the ability of the Spryker Monitoring Integration to handle increasing volumes of telemetry data and support the growth of customer businesses through dynamic scaling and elastic infrastructure.
"SCC"	means the applicable set of Standard Contractual Clauses for international transfers issued by the European Commission on 4 June 2021.
"SCCOS Add-Ons"	means the complementing add-ons to SCCOS.
"SCCOS"	means the Spryker Cloud Commerce OS.
"Scheduled Downtime"	means any scheduled outages of Spryker Cloud Services.
"SCOS"	means the Spryker Commerce OS.
"SD"	means Service Day.

“Service Day”	means the following nine (9) hours on Business Days from Monday to Friday, 9 am to 6 pm, Central European Time (GMT +1), for the provision of Spryker Services.
“SES”	means the Spryker Success Enabling Services.
“Solution Partner”	means the Solution Partner (Contracting Entity) under the Resale Agreement.
“SPICE”	Means Amazon QuickSight's data storage and query acceleration mechanism.
“Spryker”	means the Party as counterpart, including its predecessors and successors, Customer (Contracting Entity) concludes the Agreement with.
“Spryker Academy”	means the teaching, learning and development center of Spryker which provides Spryker Training and Enablement Services.
“Spryker ACP App(s)”	means the software connector connecting the Spryker Cloud Services to a third-party service available for use via the ACP.
“Spryker ACP Catalog”	means the catalog (available at https://product.spryker.com/features/acp/acp-catalog/#/catalog) of Spryker ACP Apps.
“Spryker App Composition Platform”	means the Spryker’s App Composition Platform (available in Customer’s backend) that facilitates the seamless integration of the curated set of third-party apps available in the Spryker ACP Catalog.
“Spryker API Connector”	means the connector between Spryker and Alumio. This is included in your Spryker Middleware powered by Alumio license.
“Spryker Composable Value Services Services”	means the Spryker Success Enabling Services, Spryker Training and Enablement Services, Spryker Premier Success jointly.
“Spryker Composable Value Services Materials and Results”	means any outcome in form of material and/or result in the course of Spryker Composable Value Services provided by Spryker.
“Spryker Co-Innovation”	means an enhancement to Spryker Software Product(s) on the basis of (an) Order Form(s) and/or as specified in a scoping document, concluded between the Parties.
“Spryker Co-Innovation Services”	means the services provided by Spryker regarding Spryker Co-Innovations.
“Spryker Customer Business Review”	means the meeting between Customer and its designated Spryker Customer Success Manager, during which the existing business relation and Customer project success are reviewed and analyzed, and possibilities for optimization as well as appropriate recommendations for action are discussed.
“Spryker Customer Resale Terms”	means, as far as applicable, the Clauses on Provision of Spryker Services, Spryker Warranties, Access and Usage Rights, Support, Maintenance and Operation Services, Monitoring, Data Storage and Backup, Customer’s Duties of Cooperation, Indemnification and Warranty for Defects, Permissible Use, Fees and Terms of Payment (fourth paragraph), Term and Termination (third and fifth paragraph), Export Control, Marketing Measures, Feedback and Contact Persons.
“Spryker Cloud Services”	means the Spryker Software Products hosted as part of Spryker’s cloud services offering and provisioned as PaaS solution.
“Spryker Example Module(s)”	means modules that are designed for specific, one-off use cases and the functionalities of which are tightly aligned with the unique underlying business requirements of a specific use case and which are not suitable for broad re-use.
“Spryker Expert Consulting Services”	means (i) provision of standard consulting services; (ii) provision of strategic consulting services; (iii) staging of workshops; and/or (iv) support in implementation to Customer, all relating to Spryker Services and not already defined under Spryker Composable Value Services.

"Spryker Middleware powered by Alumio"	means Spryker's data integration middleware provided through a partnership with Alumio.
"Spryker Monitoring Integration"	means a product capability designed to provide customers with advanced observability for their applications and systems through the collection and forwarding of telemetry data (traces, health status metrics) to various observability platforms using OpenTelemetry.
"Spryker People and Culture Support Services"	means (i) establishment of contact to headhunters; (ii) establishment of contact to potential hiring candidates; (iii) review and verification of potential candidate profiles; (iv) support in candidate search and selection; and/or support in the implementation of HR processes for Customer.
"Spryker Premier Success"	means the extended premier success offering for Spryker Services.
"Spryker Services Description"	means the description related to Spryker Services, as part of the Agreement.
"Spryker Services Term Year"	means any time period of twelve (12) consecutive contractual months of any Spryker Service subscribed to.
"Spryker Services Term"	means the time period from Start Date until End Date of any Spryker Service subscribed to.
"Spryker Services"	means any Spryker Software Product(s), Spryker Cloud Services and/or Spryker Composable Value Services, individually or jointly.
"Spryker Software Product"	means SCCOS and/or SCCOS Add-Ons, individually or jointly.
"Spryker Standard Success"	means the standard success delivery for Spryker Services.
"Spryker Success Enabling Services"	means Spryker Value Engineering Services and/or Spryker Expert Consulting Services, individually or jointly.
"Spryker Support Team"	means the support team of Spryker under the Support SLA.
"Spryker Training and Enablement Services"	means the training and enablement services provided by Spryker.
"Spryker Value Engineering Services"	means Spryker's consulting services provided to help improve Customer's business model and success.
"SSD"	means the Spryker Services Description.
"SSP"	means Spryker's Self-Service Portal.
"Start Date"	means the first day of a certain time period.
"Sub-Clause"	means any sub-section in the Agreement.
"Supervisory Authority"	means any independent supervisory authority in accordance with the GDPR.
"Support SLA"	means the Spryker's Support Service Level Agreement.
"Support, Maintenance and Operation Services"	means the standard of services related to support, maintenance for and operation of Spryker Cloud Services as stated in the Spryker Services Description.
"Tacit Renewal"	means any automatic renewal or extension under any applicable laws, not referring to Renewal Spryker Services Terms.

"Take Rate"	means the Fees for Spryker Services Term Year divided by the agreed Consumption Limit of Transaction Metric(s) during a Spryker Services Term Year.
"Taxes"	means any taxes, fiscal charges, import duties, customs duties, levies or withholding of any kind, fines, fees and retained amounts imposed now or in future by any jurisdiction, including sales and use taxes, goods and services taxes, value-added taxes and similar transactional taxes as well as the interest and penalties thereon.
"Technology Partner"	means Partners providing technology that can be used alongside the Spryker Cloud Services.
"Technical Documentation"	means the technical documents that contain information related to Spryker Cloud Services.
"Third-Party Claim"	means any claim asserted by a third party due to the infringement of third-party IP Rights resulting from Customer's access to and use of Spryker Cloud Services.
"Ticket System"	means the portal, which can be accessed via https://support.spryker.com/ provided to Customer, by Spryker in order to receive, confirm, classify and handle requests related to experienced problems and Incidents.
"Ticket Triage Service"	means the point of contact the Customer Support Contact is entitled to use on a 24/7/365 basis to report experienced problems to Spryker Support Team.
"TOMs"	means Technical and Organizational Measures to be implemented in accordance with Art. 32 GDPR.
"Transaction Metric"	means GMV and/or Order(s), individually or jointly.
"Traces"	means telemetry data that captures the execution flow and performance of applications, enabling frequent tracking of transaction flows and performance metrics.
"UK"	means the United Kingdom.
"UN"	means the United Nations.
"Update"	means any change as part of a version to a Spryker Software Product module to enhance its functionality.
"US"	means the United States.
"VAT"	means Value-Added Tax.