

ADOBE COMMERCE MARKETPLACE MASTER TERMS

These terms, along with the Adobe Commerce Marketplace Development Terms and any Partner Agreement you may have with Adobe, apply to your development and distribution of Extensions on the Adobe Commerce Marketplace.

Your acceptance of these Adobe Commerce Marketplace Master Terms (the ***Master Terms***) creates a binding agreement between the entity or individual with the necessary rights to make the Extension available on the Marketplace (***Developer, you*** or ***your***) and Adobe Inc. and/or its affiliates, including X.commerce, Inc. d/b/a Magento, Inc. (***Adobe***), each, a ***Party*** and together, the ***Parties***. Capitalized terms are either defined where the text is bolded and in italics, in the last paragraph of these Master Terms, in the Development Terms or in a Partner Agreement that you may have agreed to. These Master Terms govern: (a) your use of the Marketplace and the distribution of your Extensions on the Marketplace; (b) your provision of any External Services; and (c) any additional matters addressed in the Additional Terms (defined in s.20 below) or additional programs that you may agree to as detailed in a separate partner agreement (***Partner Agreement***). These Master Terms also include the Adobe Commerce Marketplace Development Terms (the ***Development Terms***) available at <https://www.adobe.com/legal/terms/enterprise-licensing/magento-legacy-terms.html> (or any successor website designated by Adobe) and any Partner Agreement you may have or will agree to.

We invite you to explore our Developer benefits.

1. **Developer Benefits**. Welcome to the Adobe Commerce and Magento Open Source communities! We are thrilled that you will be contributing to the Adobe Commerce and Magento Open Source ecosystems and invite you to participate in various technology partnership, sponsorship and other programs that you can use to promote sales, enable a superior Customer experience and generally drive success. To learn more, visit <https://business.adobe.com/products/magento/partners.html>. Any such benefits or additional terms may be set out in a separate Partner Agreement.

Adobe charges a commission on Extensions made available on Adobe Commerce Marketplace. Here's how it works.

2. **Marketplace Earnings.** Unless otherwise specified in the Partner Agreement, if you make your Extension available on the Marketplace and a Customer pays Adobe through the Marketplace for the download, purchase, installation or use of such Extension, Adobe will remit to you an amount equal to eighty-five percent (85%) of the Initial and Recurring Revenue actually received and not subject to any potential refund or Chargeback for these Extensions. Such remittance will typically be made within sixty (60) days after Adobe has provided you with a statement detailing the Initial and Recurring Revenue in a given month. Adobe may adjust any future invoice or issue a subsequent invoice to account for refund requests that are granted by Adobe, and any applicable Chargebacks that occur. Any amounts collected by Adobe that are subject to a refund or Chargeback may be deducted or set-off against present or future amounts of Initial and Recurring Revenue. The aggregate outstanding amount payable by Adobe to Developer under this Section shall be payable to Developer by Adobe sixty (60) days after Adobe has provided you with a statement detailing such amounts after the earlier of: (i) such amounts exceed \$100 USD; or (ii) the end of the then current calendar year.

A Services Fee applies to External Services related to your Extension.

3. **Services Fee.** Unless otherwise specified in the Partner Agreement, if you make your Extension available on Marketplace in connection with a service, product or offering that is external to the Marketplace (**External Service**) or otherwise market such External Services through the Marketplace, you will remit to Adobe an amount equal to fifteen percent (15%) of the gross revenue that you receive in connection with such External Services. Professional services that are charged on an hourly basis aren't included in this calculation. No less frequently and no later than fifteen (15) days after the end of a calendar quarter, you will send Adobe a report detailing all such gross revenues received in connection with the External Service during such calendar quarter and within thirty (30) days of such report, remit the applicable amounts to Adobe.

You are responsible for support, maintenance, and customer service relating to your Extensions.

4. **Support; Maintenance; Acceptance Testing.** You understand that you are solely responsible for any support, maintenance, and customer service related to the Extensions. You also understand and agree that your use of the Adobe Commerce Marketplace is subject to Adobe's policies on acceptance testing, technical review and third-party service providers as set forth in the Development Terms.

Our use of each other's software and brands are covered in the Marketplace Developer Terms and/or your Partner Agreement (if applicable).

5. **Software and Trademarks.** The terms on which both of us will use each other's software and trademarks are detailed in the Development Terms and/or your Partner Agreement if you have entered into one. Do not use any "Magento" badge or any other Adobe Marks if either Party has terminated these Master Terms. During the Term, Developer represents and warrants that it will provide to Adobe with the most current version of its technology that it makes generally available to any of its customers.

We may provide you with news and information about Adobe Commerce and Magento Open Source, which may include confidential information.

6. **Extension News and Information.** We appreciate your contribution to the Adobe Commerce and Magento Open Source ecosystems, and we may from time to time share certain news or information about Adobe, Adobe Commerce, and Magento Open Source, such as new product launches or special features or other business or technical information (**Adobe Information**). To the extent that our communications include Confidential Information, you will treat it as confidential in accordance with these terms.

These Marketplace Terms will last until terminated by either of us as set out in this section. If you have a Partner Agreement with Adobe, this section describes how these Marketplace Terms can still apply to you if your Partner Agreement ends.

7. **Term and Termination.** These Master Terms are effective on the date that you accepted these Master Terms (either through a click-through or signature) or signed the Partner Agreement, whichever is earlier (**Effective Date**) and will continue until these Master Terms are terminated by either Party in accordance with this paragraph (the **Term**). Adobe may terminate these Master Terms, terminate distribution of an Extension or suspend Developer's access to the Marketplace, in each case immediately without notice, at any time in Adobe's sole discretion. Developer may terminate these Master Terms for any reason upon thirty (30) days prior written notice to Adobe. Either Party may terminate a Partner Agreement in accordance with its terms without affecting these Master Terms or the Developer's right to publish Extensions on the Marketplace, provided that all of the Partner Agreement-specific benefits will immediately stop upon termination of a Partner Agreement. Upon termination of a Partner Agreement without a termination of these Master Terms: (a) Developer will once again be subject to the applicable revenue share obligation as set forth in Sections 2 and 3 of these Master Terms; (b) Developer

will once again be subject to the audit rights under Section 11 of the Development Terms; (c) all benefits specified in the Partner Agreement will cease (Adobe may cancel any other commitments, contracts, discounts or incentives that relate to the Partner Agreement in its sole discretion); and (d) all amounts due to Adobe for the duration of the Term will immediately become payable.

All rights and licenses Adobe has granted you end immediately on termination of these Marketplace Terms.

8. **Effect of Termination.** Upon any termination of these Master Terms: (a) all rights and licenses granted to Developer by Adobe will automatically and immediately cease, including Developer's right to access the Marketplace (including the Developer portal); (b) Adobe shall remove the Extension from Marketplace without undue delay; (c) Adobe will have up to thirty (30) days from such termination to exercise the rights granted hereunder by the Developer to Adobe; (d) Developer shall cease all use of Adobe Marks logos and trademarks and destroy or deliver all materials in their control or possession containing such logos and trademarks; and (e) Developer will destroy any Adobe Confidential Information it has in its possession. Developer shall not be entitled to any refund or partial refund of any amounts paid under these Master Terms. Any amounts owed to Developer under these Master Terms before such termination (less any costs, expenses, fees, Customer refunds, damages or other liabilities arising from Developer's Extensions or Developer's performance under or breach or termination of these Master Terms) will be due and payable by Adobe within sixty (60) days of termination. Any amounts owed to Adobe under these Master Terms before such expiration will be due and payable by Developer upon such termination. Notwithstanding anything to the contrary, if these Master Terms terminate for any reason: (x) Developer's obligation to pay Adobe any Initial and Recurring Revenue from the download, purchase, installation or use of an Extension from the Marketplace by a Customer prior to the termination of this Agreement shall survive the termination of this Agreement; (y) in no event shall any Customer have any obligation to delete, remove or otherwise destroy copies of the Extensions (except as expressly provided in the Developer's Commercial Terms); and (z) the Developer's Commercial Terms and the licenses to all Extensions granted to Customers under such terms or agreements prior to the termination of this Agreement shall survive its termination.

Each Party will protect the other Party's Confidential Information.

9. **Confidentiality.** The receiving party will not reproduce, use, disseminate, or disclose Confidential Information to any person or entity, except to its employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the Confidential Information and are bound by confidentiality obligations at least as restrictive as

the confidentiality provisions of this Agreement before having access to the Confidential Information. The receiving party is responsible for any breach of this confidentiality provision by any of its representatives. The receiving party will not modify, reverse engineer, create other works from, or disassemble any software programs contained in the Confidential Information without disclosing party's prior written consent (email consent being sufficient). The receiving party will treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care. Recipient will stop use of and return or destroy all tangible Confidential Information promptly upon request, together with any copies, except as otherwise required by law. Recipient may disclose Confidential Information (A) as approved in a writing signed by the disclosing party or (B) as necessary to respond to a valid order by a court or other governmental body, as required by law, or as necessary to establish the rights of either party, provided that the receiving party promptly notifies disclosing party upon receipt of the disclosure order and requests confidential treatment of any affected Confidential Information.

The laws of the State of California will apply to these Master Terms and any legal claims arising out of them will be litigated in the courts of Santa Clara County, California.

10. **Governing Law; Venue.** These Master Terms and any dispute arising out of or in connection with them shall be governed by the laws of the State of California and, with respect to any legal claim, the Parties hereby irrevocably consent to jurisdiction and venue in the state and federal courts located in Santa Clara County, California without regard to any conflicts of laws principles that would require the application of the laws of another jurisdiction. Notwithstanding this, you agree that Adobe shall still be allowed to apply for any legal, equitable or injunctive remedies (or an equivalent type of legal relief) in any jurisdiction.

If Adobe does not exercise rights or remedies under these Terms, this does not mean that Adobe is waiving those rights and remedies.

11. **Waiver and Severability.** You agree that if Adobe does not exercise or enforce any legal right or remedy which is contained in these Master Terms (for which Adobe has the benefit of under any applicable law), this will not be taken to be a waiver of Adobe's rights and that those rights or remedies will still be available to Adobe. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Master Terms are invalid, then that provision will be removed from these Master Terms without affecting the rest of these Master Terms. The remaining provisions of these Master Terms will continue to be valid and enforceable.

You represent and warrant that you can accept these Terms and that you, and any organization you represent, agree to be bound by them.

12. **These Master Terms.** You represent and warrant that you have full power, capacity, and authority to accept these Master Terms. If your Marketplace account has been registered on behalf of your employer or the Extensions are owned by your employer or another entity, you are agreeing to be bound by these Master Terms on behalf of your employer or other such entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these Master Terms. If you do not have the requisite authority, you may not accept these Master Terms or use the Marketplace on behalf of your employer or other entity.

Adobe is free to develop, market and distribute technology with the same or similar functions as your Extension(s).

13. **Independent Development.** Nothing in these Master Terms will impair Adobe's right to (a) develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any other products, software or technologies that Developer may develop, produce, market, or distribute or (b) authorize or engage others to do any of the foregoing.

Adobe and you are independent contractors.

14. **Our Relationship.** The relationship between the Parties is that of independent contractors. Regardless of the use of the word "partner" herein to refer to a Party or in the title of this Agreement, nothing contained in these Master Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Developer also certifies that Developer is of the legal age of majority in the jurisdiction in which Developer resides (at least 18 years of age in many countries).

You cannot assign your rights or obligations under these terms without Adobe's prior written consent. Adobe is free to assign its rights and obligations.

15. **Assignment.** Developer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Master Terms, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Adobe's prior written consent. No delegation or other transfer will relieve Developer of any of its obligations or performance under these Master Terms. Any purported assignment, delegation or transfer in violation of paragraph is void. Adobe may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under these Master Terms without Developer's consent. These Master Terms are binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

This section sets out the limits on each party's liability.

16. **LIMITATION OF LIABILITY.** EXCEPT FOR DEVELOPER'S CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS UNDER THE MASTER TERMS (INCLUDING THE PARTNER AGREEMENT, DEVELOPMENT TERMS OR ANY ADDITIONAL TERMS) OR A BREACH OF THE LICENSES GRANTED BY ADOBE UNDER THE MASTER TERMS (INCLUDING THE PARTNER AGREEMENT, DEVELOPMENT TERMS OR ANY ADDITIONAL TERMS), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR ANY CLAIMS OF LOST OR ANTICIPATED PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DEVELOPER'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS OR A BREACH OF THE LICENSES GRANTED BY ADOBE UNDER THE MASTER TERMS (INCLUDING THE PARTNER AGREEMENT, DEVELOPMENT TERMS OR ANY ADDITIONAL TERMS), IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ANY OF THE ADDITIONAL TERMS EXCEED THE TOTAL AMOUNTS PAID OR OWED BY ADOBE TO DEVELOPER UNDER THESE TERMS DURING THE TWELVE (12) MONTHS PRECEDING THE EVENTS FIRST GIVING RISE TO THE CLAIM.

Adobe will not be liable to you for any damages or losses arising from or connected to the termination or expiration of these terms.

17. **No Damages for Termination.** ADOBE WILL NOT BE LIABLE TO THE DEVELOPER OR ANY OTHER PARTY FOR DAMAGES OF ANY KIND, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THESE MASTER TERMS, THE PARTNER AGREEMENT, THE DEVELOPMENT TERMS AND ANY ADDITIONAL TERMS. DEVELOPER WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THESE MASTER

TERMS, THE DEVELOPMENT TERMS, ANY PARTNER AGREEMENT, OR ANY ADDITIONAL TERMS. DEVELOPER AGREES THAT ADOBE WILL NOT BE LIABLE TO DEVELOPER ON ACCOUNT OF TERMINATION OR EXPIRATION OF THESE MASTER TERMS, THE DEVELOPMENT TERMS, ANY PARTNER AGREEMENT, OR ANY ADDITIONAL TERMS FOR REIMBURSEMENT OR DAMAGES FOR LOSS OF GOODWILL, PROSPECTIVE PROFITS OR ANTICIPATED INCOME, OR ON ACCOUNT OF ANY EXPENDITURES, INVESTMENTS, LEASES, OR COMMITMENTS MADE BY ADOBE, OR FOR ANY OTHER REASON WHATSOEVER BASED UPON OR ARISING OUT OF SUCH TERMINATION.

Notices under these terms can be sent via e-mail and are deemed delivered on the next business day.

18. **Notices.** Any notice required or permitted to be sent hereunder, unless otherwise stated herein, shall be made in writing and shall be deemed delivered if transmitted via email on the next business day after such e-mail was transmitted. Notices may be delivered to Developer at the primary contact email specified in Developer's Marketplace account. Notices may be delivered to Adobe at ContractNotifications@adobe.com.

Adobe's affiliates can enforce Adobe's rights or perform Adobe's obligations under this agreement.

19. **Third Party Beneficiaries.** Adobe's affiliates are intended third party beneficiaries of these Master Terms, and each such affiliate may enforce any of Adobe's rights under these Master Terms. Adobe's affiliates, as may be identified by Adobe from time to time, may perform Adobe's obligations and receive performance from Developer under these Master Terms.

Adobe may modify these terms at any time by posting notice of changes on its website(s). If you do not agree to these terms or any updates to them by Adobe, you must immediately provide written notice to Adobe that you are terminating these terms.

20. **Additional Terms.** In addition, Adobe reserves the right, at its discretion, to modify these Master Terms, including any rules and policies, at any time by posting notice of such changes to the legal page found at <https://www.adobe.com/legal/terms/enterprise-licensing/magento-legacy-terms.html>. You will be responsible for reviewing and becoming familiar with any such modifications (including new terms, updates, revisions, supplements, modifications, and

additional rules, policies, terms and conditions) (collectively, the **Additional Terms**) communicated to Developer or posted by Adobe. The Additional Terms include: (a) the Development Terms; and (b) any Partner Agreements between Developer and Adobe. All Additional Terms are hereby incorporated into these Terms by this reference and Developer's continued use of Marketplace will indicate Developer's acceptance of any Additional Terms. In the event of a conflict between these Master Terms and any Additional Terms, these Master Terms shall control to the extent of the conflict, except where Adobe and Developer have specifically agreed to override these Master Terms. If Developer does not agree with these Master Terms or any Additional Terms: (i) Developer shall immediately provide written notice to Adobe of its termination of these Master Terms, which shall be Developer's sole and exclusive remedy, and (ii) all of Adobe's obligations and all rights granted to Developer under these Master Terms shall immediately cease. Additional Terms will become effective, and will be deemed accepted by Developer, (a) immediately for those who become Developers after the notification is posted, or (b) for pre-existing Developers, on the date specified in the notice, which will be no sooner than 10 days after the changes are posted (except changes required by law which will be effective immediately).

21. **General.** These Master Terms states the entire agreement between the Parties with respect to their subject matter. Both Parties acknowledge and agree that they are not entering into these Master Terms based upon any representations other than those contained herein. Both Parties have had the opportunity and ability to consult legal counsel of their own choosing. These Master Terms shall be interpreted in accordance with its terms and without any strict construction in favor of or against either Party. In addition, Adobe may be sending communications to Developer from time to time. Such communications may be in the form of phone calls and/or emails and may include, but not be limited to, marketing materials, technical information, and updates and/or changes regarding Developer's participation as a Developer. By agreeing to these Master Terms, Developer consent that Adobe may provide Developer with such communications.

22. **Definitions.** The following defined terms shall have the following meanings.

- **Additional Revenue** means, following the initial sale of an Extension, the Gross Revenue from the sale of all additional products and services related to the performance and usability of such Extension (including, but not limited to, recurring charges, usage based fees, referral revenue, add on fees, upgrades and affiliate fees). For clarity, "Additional Revenue" shall not include: (i) sales prior to the date of these Master Terms; (ii) sales on your website unrelated to such Extension; (iii) the sale of support or installation services; and (iv) any Initial and Recurring Revenues.
- **Adobe Commerce** means the online platform-as-a-service (PaaS) product commonly known as Adobe Commerce (formerly known as "Magento Commerce"), used for the creation and rapid deployment of customizable, secure and scalable web storefronts, combined with a hosting and managed services infrastructure, including, subject the Master Terms, all corrections, versions and releases of any of the foregoing made widely available to Adobe's partners in Adobe's sole discretion.

- **Adobe IP** means the Marketplace, Adobe Information, Adobe Commerce, Magento Open Source, Adobe Marks and any intellectual property or technology associated with any of the foregoing.
- **Adobe Marks** means any trade names, trademarks, service marks and logos owned by Adobe or its affiliates.
- **Chargeback** means a reversal of a credit card or debit card (or other payment method) charge in connection with an order.
- **Confidential Information** means the disclosing party's non-public written information, in any form, and all copies, summaries and extracts, which is identified in writing as confidential at the time of disclosure, and any information disclosed in non-tangible form that is identified as confidential at the time of disclosure and summarized in a writing labeled as "confidential" delivered to the receiving party within 15 days after disclosure. Confidential Information does not include information that: (a) is or becomes generally publicly available at the time of disclosure or subsequently through no fault of receiving party; (b) was known to receiving party, free of any confidentiality obligations, before its disclosure by disclosing party; (c) becomes known to receiving party, free of any confidentiality obligations, from a source other than disclosing party; (d) is necessary to publish the Extension, including the Extension itself; or (e) is independently developed by the receiving party without use of Confidential Information.
- **Customers** means any individual, entity or person who accesses or uses software on the Marketplace.
- **Developer Data** means all data uploaded by Developer to Adobe Commerce or Magento Open Source, but excluding any Modifications, that may be accessed or used by Adobe in connection with the provision of Adobe Commerce or Magento Open Source hereunder.
- **Extension(s)** means Developer's product or service that is provided by you to be purchased from, subscribed from, or downloaded through Marketplace, together with any provided documentation. Extensions may include Developer's products or services developed with the Adobe Developer App Builder application. Extensions and External Services do not include Adobe Commerce or Magento Open Source.
- **Gross Revenue** means all cash and equivalent consideration received from orders or other purchases of Extensions, goods and/or services.

- ***Initial and Recurring Revenue*** means the Net Revenue from the initial sale or the recurring subscription of an Extension on the Marketplace (including the initial cost of the Extension and any additional fees (e.g. recurring charges, subscription fees and usage based fees)). For clarity, “Initial and Recurring Revenue” shall not include: (i) sales of an Extension prior to the date of this Agreement; (ii) the initial sale of an Extension on your website; (iii) sales on your website unrelated to the initial sale of an Extension; (iv) the sale of support or installation services, and (v) any Additional Revenue.
- ***Magento Open Source*** means the ecommerce platform software developed and owned in whole or in part by Adobe and licensed under an Open Source Initiative (OSI) approved license, including but not limited to software available at: <https://business.adobe.com/products/magento/open-source.html> (or its successor locations), and as may be updated by Adobe from time to time.
- ***Marketplace*** means the Adobe Commerce Marketplace (formerly known as the “Magento Marketplace”) at the Adobe website, as may be modified by Adobe from time to time.
- ***Modifications*** means any modification, supplement, enhancement, addition or derivative work based on or related to the software code available through Adobe Commerce or Magento Open Source or any other content used therewith that is developed by Developer (or any third party on behalf of Developer), including without limitation, any software related to the configuration, integration, implementation, or localization of Adobe Commerce or Magento Open Source.
- ***Net Revenue*** means Gross Revenue, less the following: taxes, returns, Chargebacks and any costs and/or expenses related to any returns or Chargebacks.
- ***Third-Party Materials*** means software or intellectual property owned by third-parties, including software licensed on open source terms.
- ***Third-Party Service Provider*** means a third party other than Adobe that provides services.

LAST UPDATED: JUNE 13, 2023