PSLT – Adobe Commerce as a Cloud Service (2025v1)

1. **Customer Responsibilities and Conduct.**

   1.1   Customer acknowledges and understands that the On-demand Services operate under a Shared Responsibility Security Model, where Customer retains the primary responsibility for security monitoring of its Account and production environment(s) while Adobe retains the primary responsibility for security monitoring of the Adobe Commerce as a Cloud Service infrastructure.

   1.2   Customer is responsible for and will maintain at all times the appropriate level of PCI certification as set forth in the PCI Data Security Standards and Payment application Data Security Standards issued by the PCI Security Standards Council, or any successor compliance certificates, including, without limitation, PCI DSS (PCI Data Security Standard), as any such standards may be amended, updated, or revised. Customer will ensure that the Products and Services do not store, transmit, process, or tangentially process any cardholder data of any kind, except that Customer may utilize a payment gateway as permitted in this PSLT.

   1.3   Customer will not engage in activity in conjunction with the Products and Services that knowingly violates a third party's terms of service.

   1.4   Customer is solely responsible for configuring and using the Products and Services in a manner that will provide appropriate security and protection of its Account and for all activities of Customer, their Affiliates, and third parties that occur under its Account, regardless of whether the activities are authorized by Customer or are undertaken by Customer, its employees, or a third party (including without limitation contractors, agents, Affiliates, and End Users).

2. **License Restrictions**. Customer will not (and must ensure that its authorized Affiliates, employees, contractors, and other third parties do not):

   2.1   exploit the licenses granted herein for any purpose other than creating and maintaining the Customer Sites used for promoting, selling, or providing the Customer's products and services to End Users;

   2.2   access, use, or develop the Products and Services in a way intended to avoid incurring fees or exceeding usage limits or quotas;

   2.3   assert, authorize, assist, or encourage any third party to assert, any Claim of infringement of intellectual property rights regarding the Products and Services;

   2.4   develop any Customer Customizations to the Products and Services to interface or process cardholder data of any kind (for clarity, Customer will use payment gateway integrations where cardholder data is sent directly to the third-party payment gateway and is not sent to the payment gateway via the Products and Services).

3. **Use of Fonts.** Except as otherwise detailed in the Agreement, Adobe's proprietary or licensed fonts are embedded with the Products and Services only for use within the user interface of the Products and Services.

4. **Use of Adobe Developer App Builder.** The On-demand Services include use of Adobe Developer App Builder subject to the PSLT – Adobe Developer App Builder found here: https://www.adobe.com/legal/terms/enterprise-licensing/ec-product-terms.html. Any extension or integration developed by Customer using Adobe Developer App Builder is considered a Customer Customization.

5. **Use of Commerce Storefront powered by Edge Delivery Services.**

   5.1   **Edge Delivery Services – Third-Party Integrations.** Edge Delivery Services may enable integrations with compatible third-party products and services that Customer has independently licensed. The full list of such compatible third-party products and services is available in the Documentation. Adobe is not responsible for any such third-party products or services. Use of Edge Delivery Services with incompatible third-party products and services may result in errors, faults, or losses, and Customer acknowledges and agrees that Adobe will not be responsible or liable for any such errors, faults, or losses.

5.2 **Edge Delivery Services Regions.** Customer Data published (whether live or for preview purposes) via Edge Delivery Services may be processed in data center regions determined by Adobe or its vendors at their sole discretion, for the duration such Customer Data is published.

6. **Use of Adobe Express.** Customer's use of Adobe Express licensed as part of Adobe Commerce as a Cloud Service (including any features of Adobe Firefly that may be integrated with Adobe Express, or any direct access to the Adobe Express application) is governed by the Adobe Express with Firefly Product Specific Licensing Terms available at https://www.adobe.com/go/PSLT-adobe-express-firefly.

7. **Post-Termination Data Retention.** Customer Data stored within the On-demand Services will be retained for the License Term. Following the termination or expiration of Customer's license to the On-demand Services, Customer has thirty (30) days to access its account to download or export Customer Data. Following such thirty (30) day period, Adobe may promptly deprovision the Customer's environment and all Customer Data in Adobe systems or otherwise in its possession or under its control shall be subject to deletion.

8. **End Users.** As applicable, Customer will be the seller of record and will be responsible for independently establishing the selling price with respect to the merchandise sold or furnished through the On-demand Services or any other means. Customer is responsible for ensuring that the offer, advertising, sale, shipment and delivery and/or use of all merchandise and services in all applicable countries complies with all applicable laws. Customer is responsible for providing customer service (if any) to any End User.

9. **Development Consultant.** Any Development Consultant(s) appointed by Customer under this PSLT works expressly and exclusively at Customer's direction, and Customer is responsible for any acts or omissions of such Development Consultant(s). Adobe may deny access to any Development Consultant it deems is adversely impacting the On-demand Services or other On-demand Services customers. Customer understands and acknowledges that: (A) Customer's appointment of a Development Consultant is solely at Customer's discretion, regardless of whether such Development Consultant was recommended by Adobe, designated by Adobe as a "certified partner" or otherwise; (B) that Adobe is not a party to any agreement between Customer and Development Consultant; and (C) Adobe is not responsible for any acts or omissions of the Development Consultant. Adobe is also not responsible for any disclosure, modification or deletion of Customer Data resulting from access by any non-Adobe Products and Services or its provider.

10. **Third-Party Content, Third-Party Services, and Customer Customizations.**

    10.1 Customer may, at its option, decide to utilize Third-Party Content or Third-Party Services, which are governed by separate agreement(s) between such third parties and Customer, and not this Agreement. Adobe will not be responsible for any defect or failure in the On-demand Services caused by Third-Party Content, Third-Party Services, or Customer Customizations. Customer is solely responsible for all installation, deployment, support, and testing (security and quality) of Third-Party Content, Third-Party Services, and Customer Customizations. This includes any possible negative effect on the On-demand Services arising from the use or inability to use any Customer Customization. Customer acknowledges that Customer Customizations may affect the Customer Sites' performance and may result in downtime and/or require increased server or surge capacity, which may incur additional fees. It is the responsibility of the Customer to address any performance, availability, or functional issues caused by any Customer Customization.

    10.2 Customer represents and warrants that its Customer Customizations comply with all applicable laws and regulations and do not violate or infringe upon any third party's intellectual property or proprietary rights. Customer owns (or, where applicable, must ensure it has a valid license to) Customer Customizations, subject to Adobe's underlying intellectual property in the Adobe Technology. Customer acknowledges and agrees that Adobe's access to Customer Customizations does not preclude Adobe from independently developing (without use of Customer Customizations) or acquiring similar technology without obligation to Customer, and Customer (on behalf of itself and its Affiliates) hereby irrevocably waives and agrees not to assert any right in such Customer Customizations against Adobe and its Affiliates or the direct or indirect sublicensees thereof.

11. **Product Description.** Product limitations are detailed in the Product Description for Adobe Commerce as a Cloud Service found here: https://helpx.adobe.com/legal/product-descriptions.html.

12. **Service Level Agreement.** Adobe's service commitments are detailed in the Unified SLA and the Unified SLA – Actionability Addendum found here: https://www.adobe.com/legal/service-commitments.html (together, the "**Service Level Agreement**").

13. **Additional Definitions**

13.1 "**Account**" means any Adobe account(s) for the On-demand Services opened by Customer pursuant to a Sales Order.

13.2 "**Customer Customizations**" means the customizations, including integrations and configurations of the On-demand Services by Customer or at Customer's direction. Customer Customizations do not constitute Indemnified Technology.

13.3 "**Development Consultant**" means a third-party systems integrator that (a) Customer has authorized, under the General Terms, to access, test, and customize the On-demand Services, and (b) has a minimum of one individual on the development team who is an Adobe Certified Expert – Adobe Commerce Developer (or any successor certification developed by Adobe) and will be significantly engaged and involved in the On-demand Services development project.

13.4 "**End User**" means any individual or entity of any kind that directly or indirectly through another user: visits, accesses, or uses the Customer Sites.

13.5 "**Shared Responsibility Security Model**" means the allocation of shared security responsibilities between Adobe and Customer, detailed here: https://experienceleague.adobe.com/en/docs/commerce/cloud-service/shared-responsibility.

13.6 "**Third-Party Content**" means content owned by a third party (or its licensors) that is not Customer Content or Adobe Technology, and includes, without limitation, any content as may be made available on app marketplaces (e.g., Adobe Commerce Marketplace, Adobe Exchange, etc.) or on any developer and community repositories and forums.

13.7 "**Third-Party Services**" means any and all third-party services (including associated APIs and web service definition files) that may be made available to Customer or its End Users through the On-demand Services.