



## PSLT – Magento Commerce Pro: Cloud (2020v2)

### 1. Additional Definitions

- 1.1 **“Account”** means any Adobe account(s) for the Managed Services opened by Customer pursuant to a Sales Order.
- 1.2 **“Adobe 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://magento.com/tech-resources/download> (or its successor locations), and as may be updated by Adobe from time to time.
- 1.3 **“Copyleft Software”** means software, content, materials, and/or works of authorship licensed under terms that: (a) grant, impose, or purport to impose a requirement or condition on the software or other technology combined or otherwise used or distributed therewith; (b) require or purport to require that software or other technology combined or otherwise used or distributed therewith be made available in source code form; (c) requires or purports to require that software or technology combined or otherwise used or distributed therewith be licensed for the purpose of making modifications or derivative works; (d) requires or purports to require that software or any other technology combined or otherwise used or distributed therewith be redistributable at no charge; or (e) may grant or purport to grant to third parties any rights or immunities under Adobe’s proprietary rights in the Adobe Technology or any portion thereof.
- 1.4 **“Customer Customizations”** means any customizations, including modifications of source code and configurations of the Managed Services by Customer or at Customer’s direction. Customer Customizations do not constitute Indemnified Technology. 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 to never assert any right in such Customer Customizations against Adobe and its Affiliates or the direct or indirect sublicensees thereof.
- 1.5 **“Development Consultant”** means a third-party systems integrator that (a) Customer has authorized, under the General Terms, to access, test, and customize the Managed Services, and (b) has a minimum of one individual on the development team who is an Adobe Certified Expert – Magento Commerce Developer (or any successor certification developed by Adobe) and will be significantly engaged and involved in the Managed Services development project.
- 1.6 **“End User”** means any individual or entity of any kind that directly or indirectly through another user: visits, accesses, or uses the Customer Sites.
- 1.7 **“Minimum Uptime Percentage”** means the minimum Uptime Percentage (as defined in the Service Level Agreement) identified in the applicable Product Description for each Managed Service licensed by Customer. Generic Non-Production Instances have no guaranteed Minimum Uptime Percentage.
- 1.8 **“Product Description”** means the Product Description for Magento Commerce Pro: Cloud found here: <https://helpx.adobe.com/legal/product-descriptions.html>.
- 1.9 **“Store View”** means a view of a Customer Site with a unique theme, layout, design, language, localization, display currency, or display of products. Each Customer Site uses at least one Store View.
- 1.10 **“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 the Magento Marketplace or on Magento developer and community repositories and forums.
- 1.11 **“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 Managed Services.

## 2. Additional License Grant and Restrictions

- 2.1 **License for Development Software.** Customer may install and use a reasonable number of copies of the On-premise Software versions of the licensed Managed Services in a development environment only, strictly for testing and quality assurance purposes, and not for production purposes.
- 2.2 **Use of Store Views.** Customer shall notify Adobe promptly upon the launch of each Store View.
- 2.3 **Restrictions.** Customer will not (and must ensure that its authorized Affiliates, employees, contractors, and other third parties do not):
- (A) 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;
  - (B) access, use, or develop the Products and Services in a way intended to avoid incurring fees or exceeding usage limits or quotas;
  - (C) assert, authorize, assist, or encourage any third party to assert, any Claim of infringement of intellectual property rights regarding the Products and Services;
  - (D) use any Copyleft Software in connection with the Products and Services;
  - (E) use, host, support, or assist in the use of Adobe Open Source in combination with the Products and Services;
  - (F) host any third-party applications or agents such as hosting monitoring agents, content management systems, security hardware on the Managed Services, or use or permit the use of any tools in order to probe, scan, or attempt to penetrate or benchmark the Managed Services with the exception of tools necessary to validate the performance or security of the Customer Site(s); or
  - (G) develop any Customer Customizations to the Products and Services to interface or process cardholder data of any kind. 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.
- 2.4 **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.

## 3. Support Services.

- 3.1 Unless otherwise indicated in the applicable Sales Order, all priority issues and issues related to the performance of the Managed Services (each a "Service Request") should be submitted pursuant to the Magento Support Services Terms and Conditions described at: <http://www.magento.com/legal/terms> (or its successor location), and as may be updated by Adobe from time to time. If a Service Request relates to a problem in the usage of the Managed Services, Customer will provide Adobe with sufficient access and detail to permit Adobe to understand and reproduce the problem. If it is mutually determined by Customer and Adobe that the problem represents an error in the Managed Services that causes it to not operate in substantial conformity with applicable Documentation, Adobe will process the Service Request as detailed in the Magento Support Services Terms and Conditions.
- 3.2 Adobe will support the Products and Services available in the Managed Services from the release date of each applicable Major and Minor release for the time period as set forth in the Magento Software Lifecycle Policy at: <http://www.magento.com/legal/terms> (or its successor location), and as may be updated by Adobe from time to time. For purposes of support obligations, Adobe defines its Magento software version scheme as Major.Minor.Patch releases (e.g. 2.1.7 is Magento Major Version 2, Minor Release 1, Patch Release 7).
4. **Service Level Agreement.** Adobe's Minimum Uptime Percentage obligations are detailed in the Product Description, the Master Service Level Agreement, and the Service Level Exhibit for Magento Commerce Pro: Cloud found here: <http://www.adobe.com/legal/service-commitments.html> (together the "Service Level Agreement").
5. **Security Measures.** If the General Terms have any existing security measures, such existing security measures are hereby removed and replaced with the following, solely with respect to the applicable Managed Services or On-demand Services: "Adobe has implemented reasonable information security practices regarding the protection of Customer Data, including administrative, technical and physical security measures consistent with the Magento Security, Privacy and Architecture Guide found at: <http://www.magento.com/legal/terms> (or its successor location), and as may be updated by Adobe from time to time."
6. **Software Patches, Updates, and Upgrades.** During the License Term, Adobe may provide Customer with patches, updates, and upgrades. Customer will apply the patches, updates, and upgrades supplied by Adobe in a timely manner. Adobe will have no responsibility for Customer's failure to install any patches, updates, or upgrades provided by Adobe.

## 7. Customer Responsibilities and Conduct.

- 7.1 Customer is responsible for:
- (A) configuring and using the Products and Services in a manner that will provide appropriate security and protection of its Account, including applying necessary security patches that are released by Adobe; and
  - (B) providing appropriate security for and protection of Customer Site, which may include use of encryption technology to protect Customer Content and Customer Data from unauthorized access.
- 7.2 Customer 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) v. 2.0, 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.
- 7.3 Customer will not engage in activity in conjunction with the Products and Services that knowingly violates a third party's terms of service.
- 7.4 Customer understands that the performance of the Managed Services is dependent on whether Customer has licensed sufficient computer processing resources, as specified in the Sales Order, and that Customer may need to purchase additional resources such as increases to vCPU Days or Storage. Customer agrees and acknowledges that Adobe shall have no liability for any degradation in the functionality of the Managed Services that is attributable to insufficient computer processing resources being provisioned.
- 7.5 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). Account log-in credentials and private keys generated by the Products and Services are for Customer's internal use only and Customer may not sell, transfer, or sublicense them to any other entity or person, except that Customer may disclose its private key to its agents and subcontractors (including any of its Affiliates who are acting as an agent or subcontractor of Customer) performing work with respect to the Products and Services, Customer Content, or Customer Customizations on behalf of Customer.

**8. Additional Claims.** Customer's indemnification obligations set forth in the General Terms will also apply to Claims that relate to or arise from any Customer Customizations or Customer Content. The additional Claims in this section are treated as Data Privacy Claims or Other Claims as described in the applicable General Terms.

**9. Third-Party Content, Third-Party Services, and Customer Customizations.** 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 Managed Services caused by Third-Party Content, Third-Party Services, or Customer Customizations. Customer is solely responsible for all installation, deployment, and testing (security and quality) of Third-Party Content, Third-Party Services, and Customer Customizations. This includes any possible negative effect on the Managed 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. 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 Managed 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.

**11. 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 Managed Services or other Managed Services customers.