

ADOBE COMMERCE MARKETPLACE DEVELOPMENT TERMS

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

The following Adobe Commerce Marketplace Development Terms (the ***Development Terms***) form a part of the Adobe Commerce Marketplace Master Terms (the ***Master Terms***) that together with any Additional Terms constitutes a binding agreement between the entity or individual with the necessary rights to make the Extension available on the Marketplace (***Developer*** or ***you***) and Adobe Inc. and/or its affiliates including X.commerce, Inc. d/b/a Magento, Inc. (***Adobe***). Capitalized terms are either defined where the text is bolded and in italics, in the last paragraph of the Master Terms, or in a Partner Agreement that you may have agreed to. These Development Terms are available at <https://www.adobe.com/legal/terms/enterprise-licensing/magento-legacy-terms.html>.

Marketplace users can rate your Extensions which may inform where Extensions are placed. Adobe has discretion to determine where Extensions are displayed.

1. **Extension Ratings and Display**. The Marketplace will allow users to rate Extensions. Along with other factors, Extension ratings may be used to determine the placement of Extensions on the Marketplace with higher rated Extensions generally given better placement, subject to Adobe's right to change placement at Adobe's sole discretion. Adobe reserves the right to display Extensions to users in a manner that will be determined at Adobe's sole discretion.

Here are details of the Acceptance Testing and Technical Review process for Extensions.

2. **Acceptance Testing**. Adobe shall have ninety (90) business days from receipt of the Extension hereunder to evaluate and accept or reject such Extension for distribution on the Marketplace (the ***Acceptance Testing Period***). During the Acceptance Testing Period, Adobe shall perform the technical review set forth in the next paragraph and, if the Extension passes such technical review, a review of the Extension's compliance with instructions from Adobe. Adobe shall notify Developer in writing or via e-mail within the Acceptance Testing Period whether Adobe accepts or rejects the Extension. If Adobe fails to accept or reject an Extension within the Acceptance Testing Period, such Extension shall be deemed rejected by Adobe. Any acceptance of the Extension shall not prejudice Adobe's rights or limit Developer's obligations and warranties under these Development Terms.

3. **Technical Review.** Developer is responsible for evaluating and testing the Extension and the technology, functionality, performance, security, and user interface before the Extension is eligible for technical review by Adobe and, if accepted by Adobe, distribution on the Marketplace. Upon submission of the Extension, Adobe reserves the right (but has no obligation to you or any third party) to conduct any type of review of the Extension, including but not limited to, security testing, plagiarism review and evaluation of Developer’s coding practices.

All Extensions are subject to quality control review by Adobe. You are responsible for performing regression testing and upgrading your products and services before any Adobe patch release of Adobe Commerce or Magento Open Source to maintain compatibility.

4. **Quality Control.** All Extensions may be subject to code review, audits, performance checks and other quality-control mechanisms. Developer agrees to perform full regression testing and upgrade if necessary its products and services upon any Adobe update of product prior to any major, minor and patch release of Adobe Commerce or Magento Open Source (it being understood that the versioning for a “major” release is denoted using whole numbers, such as Magento 2, while minor releases are denoted using decimals, such as Magento 2.1). At all times, Developer shall ensure that the products or services that it markets through Adobe are kept up to date. In addition, within thirty (30) days of a major or minor Adobe Commerce or Magento Open Source release, Developer shall submit an updated version of the Extension for re-validation. Adobe may terminate the Master Terms and all Additional Terms if Developer’s products or services do not meet Adobe’s compatibility standards.

5. **Compatibility with Adobe Commerce and Magento Open Source.** Developer shall be responsible for the integration and shall ensure full compatibility of the Extension with Adobe Commerce and Magento Open Source. Developer shall comply with all documentation and standards made available to Developer.

You are responsible for performing all technical and maintenance support services to your Customers and end users in a timely manner.

6. **Customer Service.** Developer shall be solely responsible for performing, in a manner consistent with good industry practice, all technical support and maintenance services requested or required by Customers and end-user merchants of Developer’s channels, services and Extensions that are related to Adobe Commerce and Magento Open Source. Developer will handle all direct communications and services to and from Customers with respect to all support services. Developer will use continuous efforts, with appropriate escalation to senior management, to provide a resolution for any problem as soon as is commercially reasonable, but no later than five (5) business days.

You must have an end user license agreement and privacy policy in place with your Customers for each Extension. Adobe is not a party to these terms. You must not imply that Adobe is responsible for your Extensions.

7. **Master Terms of Use.** Developer must include a terms of use, end user license agreement and privacy policy for each Extension in accordance with the Development Terms and the Master Terms (**Developer's Commercial Terms**). Developer must comply with Developer's Commercial Terms and Developer is liable for all claims related thereto. Adobe is not a party to Developer's Commercial Terms, as Developer's Commercial Terms are between only Developer and the Customer that downloads the Extension. Accordingly, Developer, and not Adobe, is responsible for the Extension, the content therein, and any warranties or claims that any party may have relating to the Extension. Developer agrees that Developer's Commercial Terms will not imply or state that Adobe is responsible for anything related to Developer's Extension and Developer's Commercial Terms may not contradict the Master Terms, these Development Terms or any Additional Terms. Developer acknowledges that Adobe is a third party beneficiary of Developer's Commercial Terms and Adobe has the right to enforce Developer's Commercial Terms.

You may use third party services under separate agreements with Third-Party Service Providers. Adobe is not responsible for or a party to the agreements between you and those third parties.

8. **Third-Party Service Providers.** Developer may use third party services from Third-Party Service Providers that Developer has contracted with to provide services. Developer shall be responsible for the services and fees for the Third-Party Service Providers pursuant to its separate agreements and Developer shall be responsible for integrating with the Third-Party Service Providers in accordance with the terms and conditions of a mutually agreed upon statement of work. Adobe does not provide warranties, guaranties or indemnification regarding any Third-Party Service Providers or any of their products or services, regardless of whether Adobe had involvement in Developer's introduction to such Third-Party Service Provider. Any exchange of data or other interaction between Developer and a Third-Party Service Provider or use of the products or services of a Third-Party Service Provider by Developer is solely between Developer and such Third-Party Service Provider.

Payments due to you under the Marketplace Master Terms will be made to a PayPal account designated by you. Adobe may engage Third-Party Service Providers to provide payment services and make payments to you via PayPal.

9. **Payment Method.** All payments due to Developer under the Master Terms shall be made to a PayPal account designated in writing by Developer. You may be responsible for establishing and maintaining a commercial relationship with PayPal in order to receive any payments. The terms of any such relationship shall be between you and PayPal and such terms may be more restrictive or place limits on your operations. You should contact PayPal for more information regarding such terms. Throughout the Term, in order for Adobe to deliver the services, Adobe may engage Third-Party Service Providers to provide

payment services and make payments to you via PayPal. You will not be required to make an election to utilize these Adobe Third-Party Service Providers, or to enter into separate agreements. You acknowledge and agree that: (i) all amounts due to Adobe hereunder, or pursuant to any other services agreement entered into between you and Adobe, will be deemed earned by Adobe, as applicable, on the date the applicable services (or goods) are provided by or on behalf of Adobe; and (ii) Adobe has the express, continuing and immediate right to offset any and all amounts due to Adobe hereunder, or pursuant to any other services agreement entered into between you and Adobe, against amounts payable to you as set forth herein. All payments made to Adobe shall be in US Dollars (with no deductions for any fees) made to a bank account that Adobe specifies in writing.

You are responsible for taxes on all amounts payable to you under the Marketplace Master Terms. You are also responsible for any additional taxes and other charges that may be required on amounts payable to Adobe so that Adobe will receive the full amount owed.

10. **Taxes.** Taxes, whether in the United States or any other country, imposed with respect to all amounts payable to Developer under the Master Terms (with the exception of income taxes or other taxes imposed upon Adobe and measured by the gross or net income of Adobe) shall be the responsibility of Developer and, if paid or required to be paid by Adobe, the amount shall be subtracted from the amounts payable to Developer. For any amounts payable to Adobe, Developer shall be responsible for any additional taxes, levies, imports, duties, charges, fees and withholdings that may be required to ensure that Adobe receives the exact amount it is owed under the Master Terms.

You will maintain full and accurate records, including of accounts, regarding your activities and transactions on the Marketplace.

11. **Books and Records.** Developer shall maintain at its principal place of business full, accurate, and complete books of account and records reflecting all activities and transactions subject to or covered by the Master Terms. Developer shall keep such books and records in at least sufficient detail as will permit the reports required under the Master Terms to be made and the fees and amounts payable hereunder by Developer to be determined. Adobe will have the right, during normal business hours and upon at least ten (10) Business Days' prior notice, to have an independent audit firm selected by Adobe inspect Developer's servers and premises and audit Developer's records relating to the administration of the Master Terms in order to verify that Developer has paid Adobe the correct amounts owed under the Master Terms and otherwise complied with the terms of the Master Terms. If a discrepancy of more than ten-percent (10%) in the amount owed to Adobe is discovered, Developer shall reimburse Adobe for the full, reasonable cost of such an audit. The terms in this paragraph will not apply to Developers that have signed up to a Partner Agreement. Developers that do not have or no longer have an effective Partner Agreement will continue to be subject to this paragraph.

Adobe acknowledges you own the rights in your Extensions. You agree that Extensions you submit to the Marketplace do not violate any third party intellectual property rights or applicable laws.

12. **Extension Ownership.** Adobe acknowledges that between Adobe and Developer, Developer owns all rights in the Extension. You agree that the Extensions you submit to the Marketplace do not infringe any intellectual property right of any third party or any applicable law or regulation, and will not contain any material from a third party, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to distribute the material. Adobe may publish Extensions you submit through the Marketplace, but is not obligated to do so.

You grant Adobe rights to publish and make your Extensions available on the Marketplace.

13. **Publishing the Extension to the Marketplace.** Developer authorizes Adobe to publish the Extension on the Marketplace and grants to Adobe a worldwide, non-exclusive, royalty-free, sublicensable right during the Term to offer, offer to sell, sell, copy, reproduce, display, perform, transmit, distribute, create derivative works, commercialize and use the Extension for the purposes of making the Extension available on Marketplace (which includes use of Developer's font, color selections and logo).

You grant Customers the right to use your Extensions under your Commercial Terms.

14. **Allowing Customers to Use the Extension.** Developer authorizes Customers to use the Extensions and grants to Customers a worldwide, non-exclusive, right to use the Extension in accordance with the Developer's Commercial Terms. For clarity, any right granted to Customers during the Term shall not be affected by the termination of the Master Terms and Customers shall continue to have the right to use the Extension on the same terms. Developer also agrees to comply with terms and conditions set forth in the Adobe Commerce Developer Guide provided by Adobe to Developer, which are incorporated here by reference.

You permit Adobe to develop and test your Extensions and associated External Services to support Adobe's Marketplace operations. If you are a member of an Adobe partner program, you grant Adobe permission to use your Extension for our external business purposes.

15. **Adobe's Use of the Extension.** To assist Developer and to allow Adobe to operate a healthy Marketplace, Adobe will also need to use the Extension and any associated External Services for internal testing development and training purposes. Developer hereby grants Adobe, a worldwide, non-exclusive,

royalty-free, sublicensable right during the Term to develop and test the Extension and the External Services to support Adobe's Marketplace operations. If Developer joins a "Technology Partner" or "Extension Builder" program (as detailed in the Partner Agreement), Adobe shall also have a right to use such a copy of the Extension for Adobe's own external business purposes within and outside the Marketplace (as if Adobe is one of the Developer's standard customers) (Production Usage). Developer hereby grants Adobe a non-exclusive, royalty-free, worldwide right to use the Extension and External Services for Production Usage and Developer will provide Adobe with such Extension or External Service without charge. For any Production Usage of the Extension, Adobe may agree to Partner's standard commercial terms and pay for any professional service fees if needed.

You must have all the necessary intellectual property rights and licenses in your Extensions. Your Developer Data and activities on Adobe Commerce or Magento Open Source must not violate third party rights or applicable laws.

16. **Developer Representations.** You represent and warrant that you have all intellectual property rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights, in and to the Extension. If you use third-party materials, You represent and warrant that you have the right to distribute the third-party material in the Extension. You agree that you will not submit material to Marketplace that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit the material. Furthermore, You represent and warrant that your Developer Data and activities on Adobe Commerce and Magento Open Source shall not, in Adobe's sole and reasonable discretion: (a) infringe any third party's rights, including copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; or (b) violate any law, statute, ordinance or regulation.

Adobe may use consultants and contractors in connection with these terms. We may retain and use copies of your Extension after these terms expire or are terminated in order to support the Marketplace and our Customers.

17. **Adobe's Consultants.** Adobe may use consultants and other contractors in connection with the performance of obligations and exercise of rights under this agreement. After the Term, Adobe will not distribute your Extension, but may retain and use copies of the Extension for support of the Marketplace and Customers.

Adobe owns the intellectual property rights in Adobe Commerce, Magento Open Source, and the Adobe Commerce Marketplace.

18. **Ownership.** Adobe owns and shall retain all right, title and interest in the Adobe IP, including all intellectual property rights therein, including, without limitation, any enhancements, improvements, inventions, derivative works and other modifications created by or for Adobe relating to Adobe Commerce or Magento Open Source (but excluding Modifications and Partner Data). Other than the explicit rights granted herein, nothing in the Master Terms shall be construed or interpreted as granting to Developer any rights or licenses, including any rights of ownership or any other proprietary rights, in or to the Adobe IP or any portion of any of the foregoing, including any intellectual property rights therein. If any right, title or interest arises or vests at any time in Developer to the Adobe IP, Developer hereby assigns to Adobe all such right, title and interest. To the extent any of the rights, title and interest in and to the Adobe IP cannot be assigned by Developer to Adobe, Developer hereby grants to Adobe an exclusive, royalty-free, transferable, perpetual, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice and exploit fully such Adobe IP (including all intellectual property rights that may subsist in such Adobe IP). Developer shall do all acts and things (including the execution and delivery of patent, trademark, and copyright applications and instruments of assignment) at any time deemed by Adobe to be necessary or desirable in order to effect the full assignment or license (if applicable) of the Adobe IP to Adobe. In order to give effect to the foregoing assignments and licenses, Developer hereby irrevocably designates and appoints Adobe and its duly authorized officers and agents as Developer's agent and attorney-in-fact, to act for and on Developer's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of any such letters, patent, copyright, trademark registrations and other analogous protection thereon with the same legal force and effect as if executed by Developer. Developer acknowledges that this power of attorney is coupled with an interest, in that Adobe has an interest in Adobe IP that is the subject of the power, and that as a result, in addition to any other consequences under law, this power is irrevocable and will survive Developer's incapacity or incompetence. Except as set forth herein, no right, title or interest in the Extension is transferred to Adobe by means of the Master Terms; provided such Extension does not contain any Adobe IP.

You may develop [Modifications to Adobe Commerce](#) subject to the [Master Terms](#) including these [Development Terms](#) and any applicable [Partner Agreement](#).

19. **Modifications.** Adobe grants Developer the right to create Modifications to Adobe Commerce and Magento Open Source, subject to Adobe's ownership in the Adobe IP, as stated in Section 18. As an express condition of this right and the other licenses granted by Adobe hereunder: (i) in the course of creating Modifications or using Adobe Commerce, Developer shall not use, host, support or assist in the use of Magento Open Source; (ii) in the course of creating Modifications, Developer shall not use any copyleft open source software code; and (iii) Developer hereby grants to Adobe, a non-exclusive, royalty-free, transferable, perpetual, irrevocable (irrespective of the expiration or termination of the Master Terms) worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to its intellectual property rights in the Modifications to reproduce, create derivative works of, modify, use, distribute, perform, display, make, have made, sell, offer to sell, import or otherwise exploit any Modifications. For clarity, the license in clause (iii) of the preceding sentence is intended to provide Adobe with the freedom to operate and does not obligate Developer to deliver, transfer, or otherwise disclose the Modifications or any technology or materials related thereto to Adobe. Subject to the foregoing, Developer shall own any Modifications. As an express condition of the rights granted hereunder, Developer irrevocably waives and agrees to never assert any intellectual property rights, or any other right in such Modifications, against Adobe or its direct or indirect customers or sublicensees.

You grant Adobe permission to access and store your data.

20. **Developer Data.** Developer agrees to permit Adobe (on a non-exclusive worldwide basis), to access and store the Developer Data for the following limited purposes: (i) as necessary to provide Adobe Commerce and Magento Open Source to Developer; (ii) to improve Adobe Commerce and Magento Open Source; and (iii) to perform analyses related to the performance and use of Adobe Commerce and Magento Open Source. The foregoing limited permissions shall extend to any Adobe subsidiaries or affiliate entities, and to all employees or contractors performing work for Adobe.

Adobe grants you a limited right to use certain Magento trademarks in connection with marketing Magento Open Source and your Extensions to it under the following conditions.

21. **Use of Magento Marks by Developer.** Subject to the terms and conditions of the Master Terms, and upon Developer's election to license the Extension and Documentation branded with the "Magento" plain word mark and Magento "Square Device" logo (the **Authorized Marks**), Adobe grants to Developer, during the Term, a nonexclusive, non-transferable, revocable, royalty-free license (without the right to grant sublicenses except as expressly set forth in the Master Terms) to use and reproduce the Authorized Marks, solely in connection with marketing the Magento Open Source and your Extension(s) to it and solely in accordance with the Master Terms. Developer acknowledges and agrees that the Authorized Marks belong to Adobe and are a part of a group of many Adobe trademarks and trade names (together with the Authorized Marks, the **Adobe Marks**). Adobe grants no rights in the Adobe Marks other than those expressly granted for the Authorized Marks in this paragraph. Developer acknowledges Adobe's exclusive ownership of the Adobe Marks. Developer agrees not to take any action inconsistent with Adobe's ownership of the Adobe Marks and to cooperate, at Adobe's request and expense, in any action (including the conduct of legal proceedings), which Adobe deems necessary or desirable to establish or preserve Adobe's exclusive rights in and to the Adobe Marks. Developer will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the Adobe Marks or use the Adobe Marks in such a way as to create combination marks with the Adobe Marks. Upon Adobe's request, Developer will provide Adobe with samples of all Developer's materials that contain the Adobe Marks prior to their public use, distribution, or display for Adobe's quality assurance purposes and will obtain Adobe's written approval before such use, distribution, or display. At Adobe's request, Developer will modify or discontinue any use of the Adobe Marks if Adobe determines in its sole discretion that such use does not comply with the Master Terms, Adobe's brand guidelines or for any other reason. Developer acknowledges and agrees that, except with respect to the limited trademark license granted to the Authorized Marks herein, no licenses are granted by Adobe to any other trademarks, service marks, or trade names owned by Adobe or its affiliates. The goodwill based on the use of any Adobe Marks, directly or indirectly, by Developer inures solely to the benefit of Adobe and its Affiliates. The Adobe Marks shall be the sole and exclusive property of Adobe.

You grant Adobe certain rights to use your trademarks.

22. **Use of Developer Marks by Adobe.** Subject to the terms and conditions of the Master Terms, Developer grants to Adobe the limited, non-exclusive, non-transferable, sublicensable right during the term of the Master Terms to use the trademarks, trade names, logos and other proprietary indicia owned or licensed by Developer associated with Developer or Developer's Extensions and External Services, as well as descriptions of Developer's Extensions and External Services, in marketing materials and communications and in connection with Marketplace or other Adobe websites, applications or services for the purposes of marketing, selling, distributing or providing services related to Developer's Extensions or External Services.

You will protect the privacy and legal rights of Marketplace Customers.

23. **Privacy Rights of Customers.** You agree that if you use the Marketplace to distribute Extensions and make any External Services available to Customers, you will protect the privacy and legal rights of Customers. If Customers provide you with, or your Extension or External Service accesses or uses, Customer names, passwords, or other login information or personal information, you must make the Customers aware that the information will be available to your Extension, and you must provide legally adequate privacy notice and protection for those Customers. Further, your Extension or External Service may only use that information for the limited purposes for which the Customer has given you permission to do so. If your Extension or External Service stores personal or sensitive information provided by Customers, it must do so securely and only for as long as it is needed. But if the Customer has opted into a separate agreement with you that allows you or your Extension or External Service to store or use personal or sensitive information directly related to your Extension (not including other products or applications) then the terms of that separate agreement will govern your use of such information. If the Customer provides your Extension with Adobe information, your Extension may only use that information to access the user's Adobe account when, and for the limited purposes for which, the Customer has given you permission to do so. If Adobe assesses in its sole discretion that the receipt, processing, storage, usage or other handling of any personal information of Customers by you or the Extension requires amending the Master Terms or entering into additional agreements between you and Adobe to protect the Customer's privacy rights, you will agree to such amendment or agreement without undue delay.

You must not engage in the following prohibited activities in connection with the Marketplace or your development or distribution of Extensions.

24. **Prohibited Actions.** You agree that you will not engage in any activity with the Marketplace, including the development or publication of Extensions or other materials, that violates the Master Terms, or that: (a) knowingly violates a third party's terms of service; (b) violates any applicable laws or regulations; (c) interferes with, disrupts, damages, harms, or accesses in an unauthorized manner the machines, hardware, devices, servers, networks, data, or other properties or services of any third party including, but not limited to, Adobe users, Adobe or any network operator; (d) creates a spammy user experience, whether by posting repetitive content or misleading information about an application's purpose; (e) infringes on the intellectual property rights of others; (f) enables the unauthorized download of streaming content or media; (g) displays (via text, images, video, or other media) or links to: (i) illegal content; (ii) invasions of personal privacy or violations of the right of publicity; (iii) content that interferes with the

functioning of any servers, networks, or services of other parties; (iv) promotions of hate or incitement of violence (v) violations of intellectual property rights, including patent, copyright, trademark, trade secret, or other proprietary right of any party, or (vi) pornography, obscenity, nudity, or sexual activity.

You are solely responsible for your Extensions and your activities on the Marketplace.

25. **Your Conduct.** You agree that you are solely responsible for (and that Adobe has no responsibility to you or to any third party for) any Extensions you publish in the Marketplace and for the consequences of your actions (including any loss or damage which Adobe or any third party may suffer) by doing so. You agree that you are solely responsible for (and that Adobe has no responsibility to you or to any third party for) any breach of your obligations under the Master Terms, any applicable third party contract or terms of service, or any applicable law or regulation, and for the consequences (including any loss or damage which Adobe or any third party may suffer) of any such breach.

You are responsible for uploading your Extensions to the Marketplace and providing accurate information regarding your Extensions.

26. **Marketing Your Extension.** You will be responsible for uploading your Extensions to the Marketplace, providing required Extension information to users, and accurately disclosing the security permissions necessary for the Extension to function on user machines, hardware, or other devices. Extensions that are not properly uploaded will not be published in the Marketplace.

You will indemnify us for your breach of the Master Terms, Development Terms, and any Additional Terms. We are not agreeing to indemnify you.

27. **Developer Indemnification.** Developer shall indemnify, defend and hold harmless Adobe and its Affiliates, and each of Adobe and its Affiliates' respective officers, directors, employees, agents, successors and assigns against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, **Losses**) arising out of or resulting from any third party claim, suit, action or other proceeding related to or arising out of or resulting from: (a) Developer's breach of any representation, warranty, covenant or obligation under the Master Terms, Developer Terms, or any Additional Terms; (b) the gross negligence or intentional misconduct of Developer or Developer's employees or agents; or (c) Developer's Extension or any External Service infringing any third- party intellectual property right. Adobe shall give prompt written notice to Developer of any third party claim for which Adobe seeks indemnification under this paragraph; provided, however, that the failure of Adobe to give timely notice hereunder will not affect any rights hereunder, except to the extent that Developer is materially

prejudiced by such failure. If Developer employs counsel of recognized standing and reasonably acceptable to Adobe and such counsel pursues the applicable claim diligently and vigorously, Adobe shall allow Developer the sole control over the defense of the indemnified claim and any negotiations for its settlement or compromise, at the expense of Developer; provided, that Developer shall not settle, or consent to any entry of judgment in, any proceeding without obtaining either: (i) an unconditional release of Adobe (and, if applicable, its Affiliates and each of their respective officers, directors, employees and agents) from all liability with respect to all claims underlying such proceeding; or (ii) the prior written consent of Adobe, which consent will not be unreasonably withheld or delayed. Adobe shall reasonably cooperate with Developer in any such proceeding, at Developer's expense.

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