



PSLT – Magento Commerce Pro: Managed Services (2019v2.1)

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 “**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://magento.com/tech-resources/download> (or its successor locations), and as may be updated by Adobe from time to time.
- 1.3 “**Customer Customizations**” means any customizations made to the Managed Services by Customer or at Customer’s direction, as permitted by the applicable Product Description. 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.
- 1.4 “**Development Consultant**” means a third-party systems integrator that (a) Customer has authorized, under section 5 of 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 a Magento Certified Professional Developer (or other certification as required by Adobe) and will be significantly engaged and involved in the Managed Services development project.
- 1.5 “**End User**” means any individual or entity of any kind that directly or indirectly through another user: visits, accesses or uses the Customer Sites.
- 1.6 “**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.
- 1.7 “**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.
- 1.8 “**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.** In addition to the License Grant stated in the General Terms, Adobe grants Customer, during the License Term, a limited, personal, revocable, non-exclusive, non-transferrable, non-sublicensable license to install, reproduce and use internally Customer Customizations and On-Premise Software versions of the licensed Managed Services, as provided to Customer in source code format, solely for the purpose of creating and running Customer Sites on the Managed Services. (For clarity, Customer cannot host any Production Instance outside of the Managed Services provided by Adobe, including any Production Instances on Customer-owned environments or any third-party hosting providers). 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 its direct or indirect sublicensees.
- 2.2 **Use of Store Views.** Customer shall notify Adobe immediately on the launch of each Store View.
- 2.3 **Restrictions.** Customer will not (and must ensure that its 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 Magento Commerce Software in a way intended to avoid incurring fees or exceeding usage limits or quotas;

- (C) assert or authorize, assist, or encourage any third party to assert, any claim of infringement of Intellectual Property Rights regarding the Magento Commerce Software;
- (D) use any Copyleft Software in connection with the Software;
- (E) use, host, support, or assist in the use of Magento 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's Site(s); or
- (G) 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 payment gateway and is not sent to the payment gateway via the Products and Services).

3. Support Services.

- 3.1 Customer or Customer's Implementation Team (as defined below) will be responsible for implementation services for the set up and configuration of the Managed Services, as well as the prompt installation of all patches, updates, and upgrades to the Managed Services, as provided by Adobe. Customer shall provide commercially reasonable cooperation and full information to Adobe with respect to the furnishing of Support Services. Customer shall designate one or more support contacts that are authorized to engage Support Services.
- 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 www.magento.com/legal/terms or such successor URL, 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).
- 3.3 Furthermore, Adobe will provide the following:
 - (A) Advice regarding the downloading, installation and configuration of the Products and Services available in the Managed Services (including patches, updates and/or upgrades provided by Adobe, but excluding for the avoidance of doubt any Customer Customizations). Adobe supports the Products and Services and any integrations provided by Adobe as part of the Products and Services to the applications listed in the System Requirements. If an issue is encountered when using technologies that are not listed in the System Requirements specified at <http://devdocs.magento.com/system-requirements.html>, and if Adobe can reproduce the issue using technologies that are listed in the System Requirements, then Adobe will provide support. Nonetheless, Adobe cannot ensure that the Products and Services issues will be fixed when the Products and Services are used with technologies not listed in the System Requirements.
 - (B) Facilities for bug tracking, escalation of problems for priority attention, and access to community-supported FAQs relating to the Products and Services.
 - (C) Assistance with troubleshooting to diagnose and fix errors in the Products and Services.
 - (D) Access to Magento Documentation relating to the Products and Services, including authorization to make copies of that Documentation for internal use as specified in the Agreement.
- 3.4 Support Services do not include:
 - (A) Assistance in the development or debugging of Customer's system, including the operating system and support tools.
 - (B) Information and assistance on technical issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications.
 - (C) Assistance with the installation and configuration of hardware including, but not limited to, computers, hard disks, networks, and printers.
 - (D) Support or assistance on a stand-alone basis for the applications listed in the System Requirements.
 - (E) Technical support, phone support, or updates to non-Adobe Products and Services or third party enabling technologies not licensed under the Agreement.
 - (F) Support for: (i) Products and Services not operated on a supported hardware/operating system platform specified in the release notes for the Products and Services; (ii) altered or modified Products and Services; (iii) Products and Services accessed on unlicensed Store Views; (iv) problems caused by Customer's negligence, misuse, or hardware malfunction; or (v) use of the Products and Services inconsistent with Adobe's

instructions. Adobe is not responsible for hardware changes necessitated by changes to the Products and Services.

3.5 Based on the observed load on the Production Instance, Adobe may, but is not obligated to, take reasonable action to maintain the Customer Sites performance by proactively increasing server capacity during periods of increased End User demand.

4. Security Measures. The Parties agree that content of Section 8.2 of the General Terms is removed and replaced with the following: Adobe has implemented reasonable information security practices regarding the protection of Customer Data, including administrative, technical and physical security measures consistent with the information found at www.magento.com/legal/terms (or its successor location), as may be updated from time to time by Adobe, for the applicable On-demand Services or Managed Services.

5. Software Patches, Updates, and Upgrades. During the License Term, Adobe may provide Customer with patches, updates, and upgrades. Customer will use commercially reasonable efforts to 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.

6. Customer Responsibilities and Conduct.

6.1 Customer is responsible for and will use its best efforts in

(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.

6.2 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 may utilize a payment gateway as permitted in this PSLT.

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

6.4 Customer understands that the performance of the Managed Services is dependent on whether Customer has licensed sufficient computer processing resources, including but not limited to the Maximum vCPU Day Entitlement, as specified on the Sales Order. If required, Customer may provide increases to the Maximum vCPU Day Entitlement. 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.

6.5 **Accounts.** 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 Services, Customer Content, or Modifications on behalf of Customer.

7. 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.

- 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 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 individual or entity of any kind that directly or indirectly through another user visits, accesses, or uses the Customer Sites(s).
- 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 Managed Services or other Managed Services customers. References to Customer in this PSLT refer to both Customer and its Development Consultant(s).
- 10. Analytics.**
- 10.1 Customer grants Adobe and its affiliates a non-exclusive, worldwide, irrevocable, perpetual, royalty-free right and license to use all Customer Data that Adobe may obtain through accessing the Customer Sites, providing and supporting the Products and Services, accessing data from third parties regarding Customer's use of Third-Party Services or Third-Party Content (including analytics data and any unique account identifiers), and accessing analytics data and any unique account identifiers provided to Adobe by Customer for the purposes of:
- (A) providing Support Services or other services to Customer;
 - (B) improving the Products and Services;
 - (C) performing analyses related to the Products and Services and Customer's use of the Products and Services; and
 - (D) monitoring the performance and use of the Products and Services.
- 10.2 The foregoing license includes the right for Adobe to develop and publish or otherwise make available broadly applicable insights regarding aggregated data but only when the data has been aggregated or de-identified so that such insights cannot reasonably be used to identify Customer or End Users. Examples of Adobe's use of such aggregated data include, but are not limited to, statistics aggregated across all of Adobe's customers on metrics such as the size of data sets, the number of users, revenue, number of transactions, and growth rates, as well as to analyze trends and improve product functionality, and for marketing, research, and benchmarking purposes.