



## PSLT – Magento Commerce Pro: On-premise Software (2019v3)

### 1. Additional Definitions

- 1.1 “**Account**” means any Adobe account(s) for the On-premise Software 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 “**Customer Customizations**” means any customizations made to the On-premise Software 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 On-premise Software, 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 On-premise Software 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 On-premise Software.

### 2. Additional License Restrictions

- 2.1 **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 Adobe Open Source in combination with the Products and Services;

3. **Support Services.** Adobe will support the Products and Services available in the On-premise Software from the release date of each applicable Major and Minor release for the time period as set forth and subject to the terms in the Magento Software Lifecycle Policy at <http://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).

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 Magento Security, Privacy and Architecture Guide found at <http://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 On-premise Software.
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 **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 On-premise Software 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 On-premise Software 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 On-premise Software 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. **Analytics.**
  - 9.1 Customer grants Adobe and its affiliates a non-exclusive, worldwide, irrevocable, perpetual, royalty-free right and license to use all Customer Data that Magento 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.

9.2 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.