

MAGENTO MARKETPLACE CUSTOMER AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY BEFORE PURCHASING ANY PRODUCTS OR SERVICES THROUGH www.magento.com OR ANY RELATED WEBSITES (collectively, the "Magento Site").

The following Magento Marketplace Customer Agreement ("Agreement") is a contract between you and X.commerce, Inc. d/b/a Magento, Inc., a Delaware corporation ("Magento") and sets forth the terms on which Magento provides Extensions (defined below) downloaded through Magento Marketplace (defined below). The Magento Marketplace is the property of Magento and its licensors. This Agreement is effective when you click the acceptance button presented with these terms. If you are entering into this Agreement on behalf of an entity, such as the company you work for, by accepting this Agreement, you are representing and warranting that you have the legal authority to bind that entity. You hereby waive any applicable rights to require an original, non-electronic, signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. IF YOU DISAGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE MAGENTO MARKETPLACE.

Magento may in its sole discretion add, remove, change and/or modify this Agreement at any time. Any changes are effective after we provide you with at least thirty (30) days' notice of the changes by posting the changes to the Magento Site or sending you notice of changes by email. As long as you comply with this Agreement, Magento grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Magento Marketplace.

1. DEFINITIONS

"Affiliate" means any entity that controls, is controlled by or is under common control with Magento, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies and operations of such entity, whether through ownership of voting securities, by contract or otherwise.

"Content" means any information that may be generated or encountered through use of the Magento Marketplace, such as user interfaces, visual interfaces, trademarks, logos, data files, device characteristics, written text, software, graphics, photographs, images, sounds, artwork, messages and computer code, including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Magento Site.

"Developer" means an entity or person that develops Extensions for users.

"Extension" means a product or service that is paid for or downloaded through the Magento Marketplace, together with any provided documentation. Extensions include, but are not limited to, development modules, add-ons, language packs, design interfaces and themes.

"Free Extensions" means Extensions licensed and distributed on Magento Marketplace or by Magento community members for no charge.

"Magento Marketplace" means the Magento Marketplace at the Magento Site (see <https://marketplace.magento.com/>).

"Magento Software" means the proprietary software developed by Magento designed to implement certain connected features when integrated with or distributed in conjunction with Developer's Extension pursuant to this Agreement, and all derivatives thereof.

"Marks" means trademarks, including registered and common law trademarks, trade names, service marks, logos, domain names and designations owned, licensed or used.

"Paid Extensions" means Extensions licensed and distributed on Magento Marketplace or by Magento community members for a charge or on a subscription basis.

"Third-Party Service Provider" means a third party other than Magento that provides services.

"We," "us" or "our" means Magento.

"You" or "your" means the individual and/or the company or other legal entity accepting this Agreement.

"Your Information" is defined as any information you provide to Magento in any public area (including, without limitation, the Magento discussion boards or the feedback area) or through any communication. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information.

2. PROGRAM OVERVIEW

Magento Marketplace is a marketplace that allows Magento community members to share their free Extensions and/or paid Extensions with the Magento community.

3. ELIGIBILITY AND ACCEPTABLE USE GUIDELINES

In order to access Magento Marketplace or certain password-restricted areas of the Magento Site (such as forums, contributing Materials including reviews, commenting on reviews, and current or future features of the Magento Site) and to use certain services and materials offered on and through the Magento Site, you must register with Magento for an account. You are solely responsible for maintaining the confidentiality and security of your account, and for all activities that occur on or through your account, and you agree to immediately notify Magento of any security breach of your account. Magento shall not be responsible for any losses arising out of the unauthorized use of your account. As an account holder and user of Magento Marketplace, you agree to comply with the guidelines and you acknowledge that Magento has the right to enforce those guidelines in addition to this Agreement as it deems appropriate in its sole discretion.

You agree to provide accurate and complete information when you register with, and as you use, the Magento Marketplace ("Registration Data"), and you agree to update your Registration Data to keep it accurate and complete. You agree that Magento may store and use the Registration Data you provide for use in maintaining and billing fees to your account.

4. LICENSES

4.1 License of Magento Marketplace Extensions. The software Extensions made available through the Magento Marketplace are licensed, not sold, to you. The Extensions have been developed, and are licensed to you, by a Developer.

Your license to each Developer's Extension is subject to the licensed Extension end user license agreement entered into between you and the Developer of that Extension. The Extension Developer reserves all rights in and to the Extension not expressly granted to you. You acknowledge that you are acquiring the license to each Extension from the Developer. The Developer of each Extension is solely responsible for that Extension, the content therein, any warranties to the extent that such warranties have not been disclaimed, and any claims that you or any other party may have relating to that Extension.

You acknowledge and agree that Magento is a third-party beneficiary of any third-party Developer's end user license agreement. You also agree that, upon your acceptance of the terms and conditions of the license to any such Extension, Magento will have the right (and will be deemed to have accepted the right) to enforce such license against you as a third-party beneficiary thereof. Magento has no obligation to provide updates or upgrades to the third-party Developer's Extension.

4.2 License Restrictions. You may auto-download an Extension only once; and after being downloaded, it cannot be replaced. You may not make copies, translations, or modifications of or to the Extensions. You may not alter, obscure, or remove the copyright notice on any copy of the Extensions. You may not assign, sell, distribute, lease, rent, sublicense, or transfer the Extensions,

nor may you use the Extensions in a manner that disrupts the operation of any associated services or otherwise in a manner that was intended (for example, by engaging in any unlawful activity through the Extensions).

You are responsible for properly configuring and using the Extensions and taking your own steps to maintain appropriate security, protection and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving of your Content.

4.3 Our Right to use Your Content. We may use your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, and distributing it. As such, you hereby grant us the following licenses:

(a) a nonexclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free license, with the right to sublicense through multiple levels of sublicenses, under your intellectual property rights, to make, use, have made, sell, offer to sell, copy, reproduce, distribute, publicly perform, publicly display, digitally transmit, modify, create derivative works of, import, and otherwise exploit, any suggestions or feedback you provide to us that result in modifications, improvements or enhancements to the Magento Marketplace.

(b) a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Magento Marketplace any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the operation of the Magento Marketplace.

5. PAYMENTS, TAXES, AND AUTOMATIC RENEWAL

5.1 Fees and Taxes. You will pay for all Paid Extensions you purchase from or subscribe to through the Magento Marketplace., You authorize Magento to charge and store your payment method(s) for any Paid Extensions purchased from or subscribed to through the Magento Marketplace, including for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your account. In addition, you authorize Magento to automatically charge your payment method(s) upon renewal until you cancel in accordance with this Agreement. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING MAGENTO WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES, FAILURE TO DO SO MAY OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE PAID EXTENSIONS WITHOUT FURTHER NOTICE TO YOU.**

Your total price will include the price of the Paid Extension (inclusive of the subscription fee for the Paid Extension, as applicable) plus any applicable tax; such tax is based on the bill-to address and the tax rate in effect at the time you download the Paid Extension.

5.2 **Automatic Renewal for Subscription-Based Paid Extensions; Cancellation. The subscription period for Paid Extensions will be as quoted on Magento Marketplace when you purchase the Paid Extension. Unless otherwise specified on Magento Marketplace, your subscription for Paid Extensions will automatically renew unless you cancel the subscription prior to the renewal date. The price charged for a Paid Extension may change at any time by posting updated pricing on the Magento Site; provided, however, that the prices for your subscription will remain in force for the duration of the subscription period for which you have already paid. After such period, your use of the Paid Extensions will be charged at the then-current subscription price. If you do not agree to these price changes, you must cancel your subscription no later than the renewal date by selecting the cancellation option in your “My Purchases” page]. If you cancel, your access and use of the Paid Extension ends at the time of cancellation. If you do not cancel in accordance with this Agreement, your subscription for the Paid Extension will automatically renew at the then-current price at the time of renewal and for the same duration as the initial subscription term, and Magento will charge your on-file payment card or method on the first day of the renewal of the subscription term.**

6. REFUNDS AND CREDITS

Magento is responsible for handling all refunds and refund requests pertaining to the Developer's Extensions. You will have twenty-five (25) days from the date of delivery of the Paid Extension to request a refund, and in the case of subscription-based Paid Extensions, to cancel your subscription following the process identified in Section 5.2. Magento has discretion to issue a credit or refund to you in the event that Magento determines that such credit or refund is appropriate.

Magento does not provide price protection or refunds for Paid Extensions in the event of a price reduction or promotional offering. If a Paid Extension becomes unavailable following your payment but prior to download, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your Paid Extension, your exclusive and sole remedy is either replacement or refund of the amount paid for such Paid Extension, as determined by Magento.

7. YOUR USE OF THE MAGENTO SITE

7.1 Content. Except as expressly provided in this Agreement, no part of Magento Marketplace and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Magento's express prior written consent.

7.2 Restricted Activities. You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Magento Marketplace or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Magento Marketplace or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Magento Marketplace. Magento reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Magento Marketplace, or any other systems or networks connected to the Magento Marketplace or to any Magento server, or to any of the services offered on or through the Magento Marketplace, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Magento Marketplace or any network connected to the Magento Marketplace, nor breach the security or authentication measures on the Magento Marketplace or any network connected to the Magento Marketplace.

You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Magento Marketplace, or any other customer of Magento, including any Magento account not owned by you, to its source, or exploit the Magento Marketplace or any service or information made available or offered by or through the Magento Marketplace, in any way where the purpose is to reveal any information, including, but not limited to, personal identification or information, other than your own information, as provided for by the Magento Marketplace.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Magento Marketplace or Magento's systems or networks, or any systems or networks connected to the Magento Marketplace or to Magento.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Magento Marketplace or any transaction being conducted on the Magento Marketplace, or with any other person's use of the Magento Marketplace.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Magento on or through the Magento Marketplace or any service offered on or through the Magento Marketplace. You may not pretend that you are, or that you

represent, someone else, or impersonate any other individual or entity.

You may not use the Magento Marketplace or any Content for any purpose that is unlawful or prohibited by this Agreement, or to solicit the performance of any illegal activity or other activity, which infringes the rights of Magento or others.

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Magento Marketplace (or any part thereof) for any purpose.

Your information and your activities on Magento Marketplace shall not, in Magento's sole and reasonable discretion: (a) be false, inaccurate or misleading or reflect negatively on Magento; (b) be fraudulent; (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; or (d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising).

8. PURCHASES; OTHER TERMS AND CONDITIONS

Particular Extensions, components or features of Magento Marketplace provided by Magento and/or its licensors, may be subject to separate software or other license agreements or terms of use of Third-Party Service Provider(s). You must read, accept, and agree to be bound by any such separate agreement as a condition of using Magento Marketplace and any particular components or features of the Magento Site. If there is a conflict between this Agreement and the terms posted for or applicable to a specific portion of the Magento Marketplace or for any service offered by a Third-Party Service Provider on or through the Magento Marketplace, this Agreement shall control with respect to your use of that portion of the Magento Marketplace or the specific service.

Magento's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on the Magento Marketplace should be construed to alter such agreements.

Magento may make changes to any products or services offered on the Magento Marketplace, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Magento Marketplace with respect to products and services may be out of date, and Magento makes no commitment to update the materials on the Magento Marketplace with respect to such products and services.

9. LINKS AND THIRD PARTY MATERIALS

The Magento Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Magento's control, and Magento is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

10. RATINGS AND REVIEWS

We may, in our sole discretion, offer a system for rating and/or reviewing Extensions listed on the Extensions directory ("Review"). In the event that we do, you may not take any actions that undermine the integrity of Magento's rating system.

In making a Review, you represent and warrant that (1) you are the sole author of the Review and owner of the intellectual property rights thereto; (2) your Review is accurate to the best of your knowledge; and (3) your Review does not violate any confidentiality, non-disclosure, or contractual obligations you might have towards a third party. When your Review consists of a review or evaluation of an Extension, you further represent and warrant that (a) you are a user of the Extension being reviewed; (b) unless you prominently disclose your affiliation and interest in such Review, you are not an employee, contractor, agent, officer or director of the vendor, of the Extension for which you are

submitting a review, evaluation or opinion or such vendor's channel partner (collectively "Vendor") or a competitor of such Vendor that offers a competitive product or service or such competitor's channel partner (collectively "Competitor") and otherwise have no pecuniary interest in such Vendor, Competitor or their Extension; (c) your review does not disclose any confidential information of Vendor; (d) the opinions expressed in the Review are your honest opinions, findings, beliefs and experiences with respect to the Extension; (e) the statements made in the Review are not false or misleading in any respect; and (f) the Review is not defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

If Magento, in our sole discretion, determines that your Review is not in compliance with this Agreement, Magento may promptly modify or remove your Review.

Any reviews and feedback you provide at Magento Marketplace shall be deemed to be non-confidential. Magento shall be free to use such information on an unrestricted basis.

11. CONFIDENTIALITY

You further agree that the Magento Marketplace, (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable laws.

12. INTELLECTUAL PROPERTY OWNERSHIP

12.1 Technology. You acknowledge and agree that Magento or its licensors own all legal right, title and interest in and to Magento Marketplace, and any Magento Software provided to you as a part of and/or in connection with Magento Marketplace (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. Such Software will be subject to the terms of the license agreement that accompanies the Software. Subject to the limited licenses set forth in this Agreement, nothing in this Agreement transfers or assigns to you any of Magento's intellectual property rights in our Extensions or our other technology, software, products or services, including, without limitation, any source code to any Extensions (collectively, "our Intellectual Property").

12.2 Trademarks. Magento, the Magento logo, and other Magento trademarks, service marks, graphics, and logos used in connection with Magento Marketplace are trademarks or registered trademarks of X.commerce, Inc. d/b/a Magento, Inc. in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with Magento Marketplace may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Magento Marketplace.

12.3 Copyrights. Notice for Claims of Intellectual Property Violations and Agent for Notice (Digital Millennium Copyright Act) Magento may in its discretion terminate the account or access of anyone who infringes the intellectual property rights of others. Magento is registered with the United States Copyright Office as a Service Provider (refer to the Digital Millennium Copyright Act 17 U.S.C. § 512). If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide Magento's designated agent with the following information:

- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- identification or description of the copyrighted work or other intellectual property that you claim has been infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, trademark or patent);
- identification or description of where the material that you claim is infringing is located on the Magento Site, with enough detail that we may find it;
- your address, telephone number, and email address;

- a statement by you that you have a good faith belief that the use of the material complained of is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Magento's agent designated to receive claims of copyright or other intellectual property infringement may be contacted as follows:

By Mail: Attn: Magento Copyright Agent
c/o Adobe
345 Park Avenue
Mail Stop W11-544
San Jose, CA 95110

By e-mail: copyright@magento.com

Magento has adopted and implemented a policy that provides for the termination in appropriate circumstances of the accounts of users who repeatedly infringe copyrights or other intellectual property rights of Magento and/or others.

13. NO WARRANTY

SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS OR LIMITATIONS ON LIABILITY. ONLY DISCLAIMERS OR LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND MAGENTO'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE MAGENTO MARKETPLACE AND OPERATION OF THE MAGENTO MARKETPLACE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. EXCEPT AS EXPRESSLY STATED HEREIN, MAGENTO DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MAGENTO DOES NOT REPRESENT OR WARRANT THAT THE MAGENTO SITE, OR ANY EXTENSION WILL OPERATE SECURELY OR WITHOUT INTERRUPTION. THE MAGENTO SITE AND ANY EXTENSIONS PROVIDED BY MAGENTO HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND THE MAGENTO SITE AND EXTENSIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN. YOU ASSUME TOTAL RESPONSIBILITY AND ALL RISKS FOR YOUR USE OF THE MAGENTO SITE AND ANY EXTENSIONS.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Magento reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Magento Marketplace or any portion of the Magento Marketplace, for any reason; (2) to modify or change the Magento Marketplace or any portion of the Magento Marketplace, and any applicable policies or terms; (3) to interrupt the operation of the Magento Marketplace, or any portion of the Magento Marketplace, as necessary to perform routine or non-routine maintenance, error correction, or other changes; or (4) block any user's right to access the Magento Marketplace or any user name, user handle or other identifier, which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity.

14. LIMITATION OF LIABILITY

MAGENTO, OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, EMPLOYEES AND SUPPLIERS WILL HAVE NO DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER LIABILITY WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN THE EVENT THAT THE ABOVE IS NOT ENFORCEABLE, MAGENTO'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE NUMBER OF CLAIMS, RELATED OR NOT, IS LIMITED TO AMOUNTS PAID OR PAYABLE TO MAGENTO BY YOU UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE EVENTS FIRST GIVING RISE TO THE CLAIM.

15. INDEMNITY

You agree to indemnify and hold Magento, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Magento by any third party due to or arising out of or in connection with your use of the Magento Marketplace.

BY USING MAGENTO MARKETPLACE, YOU AGREE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TO WAIVE ANY CLAIMS YOU MAY HAVE AGAINST MAGENTO, AND TO HOLD MAGENTO HARMLESS AND INDEMNIFY MAGENTO WITH RESPECT TO ANY CLAIMS RELATING TO ANY ACTION TAKEN BY MAGENTO AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE MAGENTO OR RECOVER ANY DAMAGES WHATSOEVER FROM MAGENTO AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO MAGENTO MARKETPLACE, OR TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF MAGENTO'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

16. VIOLATION OF TERMS

Magento may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Magento Marketplace, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Magento's rights or property, or the rights or property of visitors to or users of the Magento Marketplace, including Magento's customers. Magento reserves the right at all times to disclose any information that Magento deems necessary to comply with any applicable law, regulation, legal process or governmental request. Magento also may disclose your information when Magento determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Magento may preserve any transmittal or communication by you with Magento through the Magento Marketplace or any service offered on or through the Magento Site, and may also disclose such data if required to do so by law or Magento determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce this Agreement, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Magento, its employees, users of or visitors to the Magento Site, and the public.

17. SUSPENSION OR TERMINATION

17.1 Termination by Magento. You agree that Magento may, in its sole discretion and without prior

notice, terminate your access to the Magento Marketplace and/or block your future access to the Magento Marketplace if we determine that you have violated this Agreement or other agreements or guidelines, which may be associated with your use of the Magento Marketplace. You may not use the Magento Marketplace to impersonate or misrepresent yourself as another person, a Magento employee, or otherwise misrepresent your affiliation with a person or entity (Magento reserves the right at any time to reject, reclaim, modify or block any user, user name, user handle or other identifier, which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity, or for any other reason at Magento's sole discretion).

You also agree that any violation by you of this Agreement will constitute an unlawful and unfair business practice, and will cause irreparable harm to Magento, for which monetary damages would be inadequate, and you consent to Magento obtaining any injunctive or equitable relief that Magento deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Magento may have at law or in equity.

You agree that Magento may, in its sole discretion and without prior notice, terminate your access to the Magento Marketplace, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Magento Marketplace or any service offered on or through the Magento Marketplace, or (4) unexpected technical issues or problems.

If Magento does take any legal action against you as a result of your violation of this Agreement, Magento will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Magento. You agree that Magento will not be liable to you or to any third party for termination of your access to the Magento Marketplace as a result of any violation of this Agreement.

17.2 Your Termination. You may terminate your account and/or stop using the Magento Marketplace at any time. Termination of your account shall not relieve you of any obligation to pay any accrued fees or charges.

17.3 Effect of Termination. Upon termination of your account, you lose all access to the Magento Marketplace, any data stored thereon, and your account name and Content. You agree upon termination of this Agreement to destroy the Extensions, together with all copies, modifications, and merged portions in any form, including any copy in your computer memory or on a hard disk. Magento will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to Magento Marketplace.

18. NO AGENCY

You and Magento are independent contractors, and this Agreement does not create any agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship. You will not represent otherwise.

19. NOTICES

Magento may send you notices with respect to the Magento Marketplace by sending an e-mail message to the email address listed in your contact information. Notice shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Magento during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

20. LAW AND VENUE

This Agreement will be construed as if both parties jointly wrote it, governed by California law except for its conflicts of laws principles, and any cause of action arising under or relating to this

Agreement must be brought exclusively in a court in Santa Clara County, California. However, this will not affect your statutory rights if you are a consumer and the competent court determines that applicable consumer law requires application of another law (such as the law of your country of residence).

21. FOR NON-U.S. USERS OF THE SERVICES

Orders for Extensions may be accepted and/or processed by Magento or any of its subsidiaries or affiliates. The personal information, which you give to Magento when registering for Magento Marketplace or placing any order for Extensions will be used in connection with your use of the Magento Marketplace or fulfilling your order, and will be transferred to and maintained in Magento's records in the United States. If you do not consent to this transfer, do not accept this Agreement.

22. PRIVACY POLICY

You understand that by using Magento Marketplace, you consent and agree to the collection and use of certain information about you and your use of the Magento Marketplace in accordance with Magento's Privacy Policy. For more information, please read our full privacy policy at www://magento.com/legal/terms/privacy. You further understand and agree that this information may be transferred to the United States and/or other countries for storage, processing and use by Magento and/or its Affiliates.

Certain Extensions may include functionality that enables you to acquire content on a subscription basis. We may ask for your permission to provide the name, email address and zip code listed in your account to the Third-Party Service Provider so that the Third-Party Service Provider can send you marketing messages about its own products in accordance with its publicly posted privacy policy. Once the Third-Party Service Provider has this information, it will be treated in accordance with the Third-Party Service Provider's privacy policy. We encourage you to learn about the privacy practices of the Third-Party Service Provider before agreeing to give it your personal information. For more information, please review the Third-Party Service Provider's privacy policy or contact the Third-Party Service Provider directly.

23. EXPORT

You agree to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the Extensions nor any direct product thereof is (1) exported, directly or indirectly, in violation of Export Laws; or (2) are used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

24. MISCELLANEOUS

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You may also be subject to separate terms that may apply when you use affiliate services, third-party content, or third-party software. You agree that this Agreement and all incorporated agreements may be automatically assigned by Magento in accordance with Section 19 "Notices", in our sole discretion. This Agreement will bind your successors but may not be assigned, in whole or part, by you without the written approval of an authorized representative of Magento. Any non-conforming assignment shall be null and void. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

Sections 1 (Definitions), 11 (Confidentiality), 12 (Intellectual Property Ownership), 17 (Suspension or Termination), 6 (Refunds & Credits), 13 (No Warranty), 14 (Limitation of Liability), 15 (Indemnity), 20 (Law & Venue), 22 (Privacy Policy) and 24 (Miscellaneous) shall survive any termination or expiration of this Agreement.

The parties hereto confirm that they have requested, acknowledge, and agree that this Agreement and all attachments and related documents be drafted in English.