MARKETPLACE MASTER TERMS

Your acceptance of the following these Marketplace Master Terms (the **Master Terms**) creates a binding agreement between the entity or individual with the necessary rights to make the Extension available on the Marketplace (**Developer, you** or **your**) and X.commerce, Inc. d/b/a Magento, Inc. (**Magento**), each, a **Party** and together, the **Parties**. Capitalized terms are either defined where the text is bolded and in italics, in the last paragraph of these Master Terms, in the Development Terms or in a Partner Agreement that you may have agreed to. These Master Terms govern: (a) your use of the Marketplace and the distribution of your Extensions on the Marketplace; (b) your use of Magento Commerce Platform; (c) your provision of any External Services; and (d) any additional matters addressed in the Additional Terms or additional programs that you may agree to as detailed in a separate partner agreement (**Partner Agreement**). These Master Terms also include the Marketplace Development Terms (the **Development Terms**) and any Partner Agreement you may have or will agree to, each of which is incorporated by reference and available at https://magento.com/legal/terms/marketplace-main.

1. **Developer Benefits**. Welcome to the Magento community! We are thrilled that you will be contributing to the Magento ecosystem and invite you to participate in various technology partnership, sponsorship and other programs that you can use to promote sales, enable a superior Customer experience and generally drive success. To learn more, visit https://magento.com/partners/become Any such benefits or additional terms may be set out in a separate Partner Agreement.

2. **Marketplace Earnings**. Unless otherwise specified in the Partner Agreement, if you make your Extension available on the Marketplace and a Customer pays Magento through the Marketplace for the download, purchase, installation or use of such Extension, Magento will remit to you an amount equal to eighty-five percent (85%) of the Initial and Recurring Revenue actually received and not subject to any potential refund or Chargeback for these Extensions. Such remittance will typically be made within sixty (60) days after Magento has provided you with a statement detailing the Initial and Recurring Revenue in a given month. Magento may adjust any future invoice or issue a subsequent invoice to account for refund requests that are granted by Magento, and any applicable Chargebacks that occur. Any amounts collected by Magento that are subject to a refund or Chargeback may be deducted or set-off against present or future amounts of Initial and Recurring Revenue. You understand that you are solely responsible for any support, maintenance, and customer service related to the Extensions. You also understand and agree that your use of the Marketplace is subject to Magento's policies on acceptance testing, technical review and third-party service providers as set forth in the Development Terms. The aggregate outstanding amount payable by Magento to Developer pursuant to this Section shall be payable Developer by Magento sixty (60) days after Magento has provided you with a statement detailing such amounts after the earlier of: (i) such amounts exceed $100 USD; or (ii) the end of the then current calendar year.

3. **Services Fee**. Unless otherwise specified in the Partner Agreement, if you make your Extension available on Marketplace in connection with a service, product or offering that is external to the Marketplace (External Service) or otherwise market such External Services

through the Marketplace, you will remit to Magento an amount equal to fifteen percent (15%) of the gross revenue that you receive in connection with such External Services. Professional services that are charged on an hourly basis aren't included in this calculation. No less frequently and no later than fifteen (15) days after the end of a calendar quarter, you will send Magento a report detailing all such gross revenues received in connection with the External Service during such calendar quarter and within thirty (30) days of such report, remit the applicable amounts to Magento. The terms in this paragraph will not apply to Developers that have signed up to a Partner Agreement as a "Technology Partner". Developers that do not have or no longer have an effective Partner Agreement will continue to be subject to this paragraph.

4. **Software and Trademarks**. The terms on which both of us will use each other's software and trademarks are detailed in the Development Terms. Do not use any "Magento" badge or any other Magento Mark if either Party has terminated these Master Terms. During the Term, Developer represents, warrants and covenants that it will provide to Magento with the most current version of its technology that it makes generally available to any of its customers.

5. **Extension News and Information**. We appreciate your contribution to the Magento ecosystem, and we may from time to time share certain news or information about Magento and the Magento Commerce Platform such as new product launches or special features or other business or technical information about Magento or the Magento Commerce Platform (*Magento Information*). Although some of this information may eventually be made public, until such time that we make the information public, you shall: (a) keep such Magento Information in the strictest of confidence; (b) not disseminate or disclose the Magento Information to any third party, or to any employee, agent, contractor without a need to know; (c) not use the Magento Information for any purpose other to further the goals that relate to such Magento Information (as communicated by Magento); (d) protect the Magento Information with the same care that you use to protect your own sensitive information; and (e) remind all your employees, agents and contractors to do all of the foregoing.

6. **Term and Termination**. These Master Terms are effective on the date that you accepted these Master Terms (either through a click-through or signature) or signed the Partner Agreement, whichever is earlier (*Effective Date*) and will continue until these Master Terms are terminated by either Party in accordance with this paragraph (the *Term*). Magento may terminate these Master Terms, terminate distribution of an Extension or suspend Developer's access to the Marketplace or the Magento Commerce Platform, in each case immediately without notice, at any time in Magento's sole discretion. Developer may terminate these Master Terms for any reason upon thirty (30) days prior written notice to Magento. Developer may terminate a Partner Agreement independently without affecting these Master Terms or the Developer's right to publish Extensions on the Marketplace; provided that all of the Partner Agreement-specific benefits will immediately stop upon termination of a Partner Agreement. Upon termination of a Partner Agreement without a termination of these Master Terms: (a) Developer will once again be subject to the applicable revenue share obligation as set forth in Section 3 of these Master Terms; (b) Developer will once again be subject to the audit rights under Section 11 of the Development Terms; (c) all benefits specified in a Program Guide will cease (Magento may cancel any other commitments, contracts, discounts or incentives that relate to the Program Guide or Partner Agreement in its sole discretion; and (d) all amounts due to Magento for the duration of the Term will immediately become payable. If Magento terminates the Partner Agreement for any reason, these Master Terms (including Developer's

right to use the Marketplace) will also simultaneously be terminated. Any termination of these Master Terms will automatically result in a simultaneous termination of a Partner Agreement.

7. **Effect of Termination**. Upon any termination of these Master Terms: (a) all rights and licenses granted to Developer by Magento will automatically and immediately cease, including Developer's right to access the Marketplace and use of the Magento Commerce Platform; (b) Magento shall remove the Extension from Marketplace without undue delay; (c) all rights in the Extension granted to Magento by Developer hereunder shall revert to Developer; (d) Magento's right to distribute the Extension will cease; (e) each Party shall cease all use of the other Party's logos and trademarks and destroy or deliver all materials in their control or possession; and (f) Developer will destroy any Magento Information it has in its possession. Magento reserves the right to, upon request, to have Developer deliver to Magento all copies and extracts of the foregoing and any and all documents, notes and other materials relating to Developer's testing and evaluation of the Magento Commerce Platform. Developer shall not be entitled to any refund or partial refund of any amounts paid under these Master Terms. Any amounts owed to Developer under these Master Terms before such termination or expiration (less any costs, expenses, fees, Customer refunds, damages or other liabilities arising from Developer's Extensions or Developer's performance under or breach or termination of these Master Terms) will be due and payable by Magento within sixty (60) days of termination. Any amounts owed to Magento under these Master Terms before such expiration will be due and payable by Developer upon such termination. If Developer continues to use any of the Magento Marks after the termination of these Master Terms (including, without limitation, any of the Authorized Marks such as "Magento" or "Magento" badges) in violation of this paragraph, Developer agrees that such use constitutes an infringement of Magento's trademark rights and in addition to any other legal or equitable remedies Magento may have, Developer agrees that, at a minimum, it will liable to Magento for the same revenue share or partner program fee obligations and the provisions applicable to the Developer's payment of such fees during the Term. For clarity, any use by Developer of the Magento Marks after termination of these Master Terms is not licensed by Magento and an express breach of the license granted for the Magento Marks and nothing in the foregoing sentence shall create any implied license for such use. Notwithstanding anything to the contrary, if these Master Terms terminate for any reason: (x) Developer's obligation to pay Magento any Initial and Recurring Revenue from the download, purchase, installation or use of an Extension from the Marketplace by a Customer prior to the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement,(y) in no event shall any Customer have any obligation to delete, remove or otherwise destroy copies of the Extensions (except as expressly provided in the Developer's Commercial Terms); and (z) the Developer's Commercial Terms and the licenses to all Extensions granted to Customers under such terms or agreements prior to the expiration or termination of this Agreement shall survive the termination or expiration of this Agreement.

8. **Governing Law**. These Master Terms, and your relationship with Magento under these Master Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and Magento agree to submit to the exclusive jurisdiction of the courts located within the county of Santa Clara, California to resolve any legal matter arising from these Master Terms. Notwithstanding this, you agree that Magento shall still be allowed to apply for any legal, equitable or injunctive remedies (or an equivalent type of legal relief) in any jurisdiction.

9. **Wavier and Severability**. You agree that if Magento does not exercise or enforce any legal right or remedy which is contained in these Master Terms (for which Magento has the benefit of under any applicable law), this will not be taken to be a waiver of Magento's rights and that those rights or remedies will still be available to Magento. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Master Terms are invalid, then that provision will be removed from these Master Terms without affecting the rest of these Master Terms. The remaining provisions of these Master Terms will continue to be valid and enforceable.

10. **These Master Terms**. You represent and warrant that you have full power, capacity, and authority to accept these Master Terms. If your Marketplace account has been registered on behalf of your employer or the Extensions are owned by your employer or another entity, you are agreeing to be bound by these Master Terms on behalf of your employer or other such entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these Master Terms. If you do not have the requisite authority, you may not accept these Master Terms or use the Marketplace on behalf of your employer or other entity.

11. **Independent Development**. Nothing in these Master Terms will impair Magento's right to (a) develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any other products, software or technologies that Developer may develop, produce, market, or distribute or (b) authorize or engage others to do any of the foregoing.

12. **Our Relationship**. The relationship between the Parties is that of independent contractors. Regardless of the use of the word "partner" herein to refer to a Party or in the title of this Agreement, nothing contained in these Master Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Developer also certifies that Developer is of the legal age of majority in the jurisdiction in which Developer resides (at least 18 years of age in many countries).

13. **Assignment**. Developer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Master Terms, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Magento's prior written consent. No delegation or other transfer will relieve Developer of any of its obligations or performance under these Master Terms. Any purported assignment, delegation or transfer in violation of paragraph is void. Magento may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under these Master Terms without Developer's consent. These Master Terms are binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

14. **LIMITATION OF LIABILITY**. EXCEPT FOR DEVELOPER'S CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS UNDER THE MASTER TERMS (INCLUDING THE PARTNER AGREEMENT, DEVELOPMENT TERMS OR ANY ADDITIONAL TERMS) OR A BREACH OF THE LICENSES GRANTED BY MAGENTO HEREOF, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL

DAMAGES, OR FOR ANY CLAIMS OF LOST OR ANTICIPATED PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DEVELOPER'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF THE LICENSES GRANTED BY MAGENTO HEREOF, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ANY OF THE ADDITIONAL TERMS EXCEED THE TOTAL AMOUNTS PAID OR OWED BY MAGENTO TO DEVELOPER UNDER THESE TERMS DURING THE TWELVE (12) MONTHS PRECEDING THE EVENTS FIRST GIVING RISE TO THE CLAIM.

15. **Notices**. Any notice required or permitted to be sent hereunder, unless otherwise stated herein, shall be made in writing and shall be deemed delivered if transmitted via email on the next business day after such e-mail was transmitted. Notices may be delivered to Developer at the primary contact email specified in Developer's Marketplace account. Notices may be delivered to Magento at legal@magento.com.

16. **Third Party Beneficiaries**. Magento's affiliates are intended third party beneficiaries of these Master Terms, and each such affiliate may enforce any of Magento's rights under these Master Terms. Magento's affiliates, as may be identified by Magento from time to time, may perform Magento's obligations and receive performance from Developer under these Master Terms.

17. **General**. These Master Terms together with any applicable Magento Commerce Platform Licenses constitute the whole legal agreement between you and Magento and governs your use of the Marketplace, Magento Commerce Platform, Magento Information, External Services and completely replaces any prior agreements between you and Magento in relation to such matters. These Master Terms states the entire agreement between the Parties with respect to the subject matter hereof. Both Parties acknowledge and agree that they are not entering into these Master Terms based upon any representations other than those contained herein. Both Parties have had the opportunity and ability to consult legal counsel of their own choosing. In the event of a conflict between these Master Terms and the Magento Commerce Platform Licenses or any other agreement or contract you may have with Magento, these Master Terms will control to the extent of such conflict. These Master Terms shall be interpreted in accordance with its terms and without any strict construction in favor of or against either Party. In addition, Magento may be sending communications to Developer from time to time. Such communications may be in the form of phone calls and/or emails and may include, but not be limited to, marketing materials, technical information, and updates and/or changes regarding Developer's participation as a Developer. By agreeing to these Master Terms, Developer consent that Magento may provide Developer with such communications.

18. **No Damages for Termination**. MAGENTO WILL NOT BE LIABLE TO THE DEVELOPER OR ANY OTHER PARTY FOR DAMAGES OF ANY KIND, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THESE MASTER TERMS, THE PARTNER AGREEMENT, THE DEVELOPMENT TERMS AND ANY ADDITIONAL TERMS. DEVELOPER WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THESE MASTER TERMS, THE PARTNER AGREEMENT, THE DEVELOPMENT TERMS OR ANY ADDITIONAL TERMS. DEVELOPER AGREES THAT MAGENTO WILL NOT BE LIABLE TO DEVELOPER ON ACCOUNT OF TERMINATION OR EXPIRATION OF THESE MASTER TERMS, THE PARTNER AGREEMENT, THE DEVELOPMENT TERMS AND ANY ADDITIONAL TERMS FOR

REIMBURSEMENT OR DAMAGES FOR THE LOSS OF GOODWILL, PROSPECTIVE PROFITS OR ANTICIPATED INCOME, OR ON ACCOUNT OF ANY EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS MADE BY MAGENTO OR FOR ANY OTHER REASON WHATSOEVER BASED UPON OR GROWING OUT OF SUCH TERMINATION.

19. **Additional Terms**. In addition, Magento reserves the right, at its discretion, to modify these Master Terms, including any rules and policies, at any time by posting notice of such changes to the legal page found at https://magento.com/legal/terms/marketplace-main. You will be responsible for reviewing and becoming familiar with any such modifications (including new terms, updates, revisions, supplements, modifications, and additional rules, policies, terms and conditions) (collectively, the *Additional Terms*) communicated to Developer or posted by Magento. The Additional Terms include: (a) the Development Terms; and (b) any Partner Agreements between Developer and Magento. All Additional Terms are hereby incorporated into these Terms by this reference and Developer's continued use of Marketplace will indicate Developer's acceptance of any Additional Terms. In the event of a conflict between these Master Terms and any Additional Terms, these Master Terms shall control to the extent of the conflict, except where Magento and Developer have specifically agreed to override these Master Terms. If Developer does not agree with these Master Terms or any Additional Terms: (i) Developer shall immediately provide written notice to Magento of its termination of these Master Terms, which shall be Developer's sole and exclusive remedy, and (ii) all of Magento's obligations and all rights granted to Developer under these Master Terms shall immediately cease. Additional Terms will become effective, and will be deemed accepted by Developer, (a) immediately for those who become Developers after the notification is posted, or (b) for pre-existing Developers, on the date specified in the notice, which will be no sooner than 10 days after the changes are posted (except changes required by law which will be effective immediately).

20. **Definitions**. The following defined terms shall have the following meanings.

- *Additional Revenue* means, following the initial sale of an Extension, the Gross Revenue from the sale of all additional products and services related to the performance and usability of such Extension (including, but not limited to, recurring charges, usage based fees, referral revenue, add on fees, upgrades and affiliate fees). For clarity, "Additional Revenue" shall not include: (i) sales prior to the date of these Master Terms; (ii) sales on your website unrelated to such Extension; (iii) the sale of support or installation services; and (iv) any Initial and Recurring Revenues.

- *Chargeback* means a reversal of a credit card or debit card (or other payment method) charge in connection with an Order.

- *Customers* means any individual, entity or person who accesses or uses software on the Marketplace.

- ***Developer Data*** shall mean all data uploaded by Developer to the Magento Commerce Platform, but excluding any Modifications, that may be accessed or used by Magento in connection with the provision of the Magento Commerce Platform hereunder.

- ***Extension(s)*** means Developer's product or service that is provided by you to be purchased from, subscribed from, or downloaded through Marketplace, together with any provided documentation. Extensions and External Services do not include any Magento Commerce Platform.

- ***Gross Revenue*** means all cash and equivalent consideration received from orders or other purchases of Extensions, goods and/or services.

- ***Initial and Recurring Revenue*** means the Net Revenue from the initial sale or the recurring subscription of an Extension on the Magento Marketplace (including the initial cost of the Extension and any additional fees (e.g. recurring charges, subscription fees and usage based fees)). For clarity, "Initial and Recurring Revenue" shall not include: (i) sales of an Extension prior to the date of this Agreement; (ii) the initial sale of an Extension on your website; (iii) sales on your website unrelated to the initial sale of an Extension; (iv) the sale of support or installation services, and (v) any Additional Revenue.

- ***Magento Commerce Platform*** shall mean the online platform-as-a-service (PaaS) product commonly known as Magento Commerce, used for the creation and rapid deployment of customizable, secure and scalable web storefronts, combined with a hosting and managed services infrastructure, including, subject to Section 20 of the Master Terms, all corrections, versions and releases of any of the foregoing made widely available to Magento's partners in Magento's sole discretion.

- ***Magento IP*** means the Marketplace, Magento Information, Magento Commerce Platform, Magento Marks and any intellectual property or technology associated with any of the foregoing.

- ***Marketplace*** means the Magento Extension Marketplace at the Magento website, as may be modified by Magento from time to time.

- ***Modifications*** means any modification, supplement, enhancement, addition or derivative work based on or related to the software code available through the Magento Commerce Platform or any other content used therewith that is developed by Developer (or any third party on behalf of Developer), including without limitation, any software related to the configuration, integration, implementation, or localization of the Magento Commerce Platform.

- **Net Revenue** means Gross Revenue, less the following: taxes, returns, Chargebacks and any costs and/or expenses related to any returns or Chargebacks.

- **Third-Party Materials** means software or intellectual property owned by third-parties, including software licensed on open source terms.

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

LAST UPDATED: NOVEMBER 1, 2021