

MAGENTO SUPPORT SERVICES TERMS AND CONDITIONS

The following terms and conditions detail the provision of support services by X.commerce, Inc. d/b/a Magento, Inc. and its Affiliates ("Magento") to an eligible entity ("Customer") for the applicable On-premise Software and Managed Services (each a "Product" and collectively "Products"). Magento may modify these Support Terms at any time in its sole discretion, by posting a revised version at <https://magento.com/legal/terms> or its successor location. Notwithstanding the foregoing, Magento agrees that there will be no material diminishment in the benefits provided to Customer under these Support Terms during Customer's License Term (as set forth in Customer's Order Form). In the event of a conflict between these Support Terms and the Customer's commercial agreement with Magento (the "Agreement"), the Agreement shall control, but only to the extent of such conflict. For clarity, these Support Terms do not apply to any On-demand Services, Magento Open Source, pre-release and/or beta features and products, Early Adopter Programs, or development licenses. Capitalized terms used herein, but not defined, shall have the meanings set forth in the Agreement.

Subject to Customer's payment of the applicable fees and Customer's compliance with the Agreement, Magento will provide the following Support Services with respect to the Products:

1. SUPPORT COMMITMENT

1.1 Definitions.

"Incident" means an unexpected failure or degradation in the quality of operation of the Products which is reported to Magento by Customer.

"Excluded Services" means (i) support for any issues resulting from or relating to Customer Content, Modifications, Customer Customizations, Third-Party Services, Third-Party Content, or any code other than the software provided to Customer by Magento; (ii) any services which Customer is responsible for providing pursuant to Section 1.2; and (iii) Enhancement Requests (as defined below).

"Enhancement Request" means a recommendation for future product enhancement or modification to add official support and documentation for an unsupported or undocumented feature, or features that do not exist in the Products.

"Priority 1" ("P1") – A P1 is a catastrophic production Incident within the Products that severely impacts the Customer Site, causing the Customer Site operated using the Products to cease from operating or accepting orders, or because of which the Customer Site operated using the Products is completely down or not functioning, or that results in a loss of production data and no work around exists. P1 Incidents must be reported within our ticketing system followed by a phone call to Magento's toll-free support telephone number in order to expedite resolution. Magento will use continuous efforts, with appropriate escalation to senior management, to provide a resolution for an P1 Incident as soon as is commercially reasonable.

"Priority 2" ("P2") – A P2 is a major Incident within the Products where the Customer's system is functioning but in a reduced capacity, or the Incident is causing significant impact to portions of the Customer's business operations and productivity, or the On-premise Software is exposed to potential loss or interruption of service. Incidents existing in a non-production environment that would otherwise qualify as a P1 if they were in a Production Environment, qualify as P2. Magento will work during its normal hours of operation to provide a resolution for an P2 Incident as soon as is commercially reasonable.

"Priority 3" ("P3") – A P3 is a medium-to-low impact Incident that affects certain partial and/or non-critical functions of a Customer Site operated using the Products, or that impairs some operations but allows Customer's operations to continue to function. Incidents for which there is limited or no loss or functionality or impact to Customer's operation qualify as P3. Magento will use reasonable efforts during its normal hours of operation, to provide a resolution for any P3 Incident in time for the next Minor release (as defined below) of the On-premise Software.

"Priority 4" ("P4") – A P4 is a general usage question or issue – that may be minor or cosmetic in nature or documentation related and may include issues Magento deems to be Enhancement Requests, but which do not cause the Products to cease to function without interruption. Magento will use efforts during its normal hours of operation, to provide a reasonable resolution or work-around for any P4 Incident. Magento will take Enhancement Requests into consideration in the product management process, but has no obligation to deliver enhancements based on any Enhancement Request.

1.2 Customer Obligations.

Customer or Customer’s Implementation Team (as defined herein) or Development Consultant will be responsible for implementation services including the set up and configuration of the Products, as well as the prompt installation of all patches, updates, and upgrades to the On-premise Software, as provided by Magento. Customer shall provide commercially-reasonable cooperation and full information to Magento with respect to the furnishing of Support Services. Customer shall designate one or more support contacts that are authorized to engage Support Services personnel. If Customer has purchased the license from a Magento-authorized reseller, Customer shall contact their Magento-authorized reseller for assistance.

1.3 Magento Obligations.

Magento will use commercially-reasonable efforts to respond to Incidents as set forth below in the INCIDENT PRIORITIES AND INITIAL RESPONSE TIME TARGETS table to the extent such Incidents are not the result of Excluded Services, all as reasonably determined by Magento:

INCIDENT PRIORITIES AND INITIAL RESPONSE TIME TARGETS AFTER CONFIRMATION*

Managed Services Support Level	P1 (24 hours X 7 days a week)	P2 (Local business hours 8:30 am to 5:00 pm)	P3 (Local business hours 8:30 am to 5:00 pm)	P4 (Local business hours 8:30 am to 5:00 pm)
Magento Commerce Pro: Cloud	Within 1 hour	Within 4 hours	Within 6 hours	Within 3 business days
Magento Commerce Starter: Cloud	Within 1 hour	Within 4 hours	Within 6 hours	Within 3 business days

On-premise Software Support Level	P1 (24 hours X 7 days a week)	P2 (Local business hours 8:30 am to 5:00 pm)	P3 (Local business hours 8:30 am to 5:00 pm)	P4 (Local business hours 8:30 am to 5:00 pm)
Magento Commerce Pro: On-premise Software (Platinum Support)	Within 1 hour	Within 2 hours	Within 4 hours	Within 1 business day
Magento Commerce Pro: On-premise Software (Gold Support)	Within 1 hour	Within 4 hours	Within 6 hours	Within 3 business days

*For all Incidents submitted online, Incident receipt will be confirmed via Magento's Customer Help Center ticketing system. Magento's toll-free Support telephone line is reserved for Priority 1 Incidents only. Customer may also submit a support ticket online, for all Incident Priority levels. Upon receipt of a properly submitted Incident, Support Services shall be prioritized in accordance with the Priority levels set forth above.

1.4 Magento will support the On-premise Software 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 Magento from time to time. Support Services will be provided in English language only. For purposes of support obligations, Magento defines its software version scheme as Major.Minor.Patch releases (e.g. 2.1.7 is Magento Major Version 2, Minor Release 1, Patch Release 7). Furthermore, Magento will provide the following:

1.4.1 Advice regarding the downloading, installation and configuration of the On-premise Software (including patches, updates and/or upgrades provided by Magento, but excluding for the avoidance of doubt any Modifications or Customer Customizations), when used by Customer on systems that meet the On-premise Software's "System Requirements" specified at <http://devdocs.magento.com/system-requirements.html>) or such successor URL, and as may be updated by Magento from time to time. Magento supports the On-premise Software and any integrations provided by Magento as part of the On-premise Software to the applications listed in the System Requirements. If an issue is encountered when using technologies that are not listed in the System Requirements, and if Magento can reproduce the On-premise Software issue using technologies that are listed in the System Requirements, then Magento will provide support. Nonetheless, Magento cannot ensure that the On-premise Software issues will be fixed when the On-premise Software is used with technologies not listed in the System Requirements.

1.4.2 Facilities for bug tracking, escalation of problems for priority attention, and access to community-supported FAQs relating to the On-premise Software.

1.4.3 Assistance with troubleshooting to diagnose and fix errors in the On-premise Software.

1.4.4 Access to Magento Documentation relating to the Products, including authorization to make copies of that Documentation for internal use as specified in the Agreement.

1.5 Support Services do not include:

1.5.1 Assistance in the development or debugging of Customer's system, including the operating system and support tools.

1.5.2 Information and assistance on technical issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications.

1.5.3 Assistance with the installation and configuration of hardware including, but not limited to, computers, hard disks, networks, and printers.

1.5.4 Support or assistance on a stand-alone basis for the applications listed in the System Requirements.

1.5.5 Technical support, phone support, or updates to third-party products and services or third-party enabling technologies not licensed under the Agreement.

1.5.6 Support for: (i) On-premise Software not operated on a supported hardware/operating system platform specified in the release notes for the On-premise Software; (ii) altered or modified On-premise Software; (iii) On-premise Software accessed via unlicensed Store Views; (iv) problems caused by Customer's negligence, misuse, or hardware malfunction; or (v) use of the On-premise Software inconsistent with Magento's instructions. Magento is not responsible for hardware changes necessitated by changes to the On-premise Software.

2. SUBCONTRACTORS

Magento reserves the right to subcontract any or all of the work to be performed under these Support Terms, and Magento retains responsibility for any work so subcontracted.

3. MANAGED SERVICES AVAILABILITY COMMITMENT

Unless otherwise provided for in the Agreement, Magento agrees to provide the Managed Services per the Minimum Uptime Percentage commitment as follows. For the avoidance of doubt, Customer agrees that this Minimum Uptime Percentage availability commitment is not applicable to On-premise Software or On-demand Services.

3.1 Definitions.

“Downtime” means a period of time when the Managed Services are not Operational.

"Implementation Team" means either Customer's designated internal staff or a third party retained by Customer pursuant to a separate agreement, that is responsible for the technical management of Customer's use of the Products.

"Operational" means the ability to run Customer's Production Environment without errors or failures.

"Service Credits" means credits available to Customer if the Minimum Uptime Percentage is not met for any given calendar month, if Customer, within thirty (30) days after the end of a such calendar month, applies to Magento for such credit. After Magento receives such a request and confirms that the Minimum Uptime Percentage has not been met, Magento will provide Customer with a credit towards the Customer's fees during the next applicable accounting period, in accordance with Customer's payment schedule, and calculated as follows: for each percentage or fraction of a percentage of Downtime per calendar month, Customer will be entitled to a credit for the corresponding percentage or fraction of a percentage of the applicable fees paid by Customer that are attributable to that month up to a maximum of twenty-five percent (25%) of the portion of the fees attributable to a calendar month. In no event shall Customer setoff any Service Credits against the amounts that it owes Magento.

“Minimum Uptime Percentage” means that the Managed Services are Operational during 99.99% of any given calendar month for Magento Commerce Pro: Cloud or during 99.9% of any given calendar month for Magento Commerce Starter: Cloud. The Minimum Uptime Percentage commitment does not apply to Customers who have licensed Magento Commerce Pro: On-premise Software. For clarity, the calculation of the Minimum Uptime Percentage shall not include Downtime attributable to (i) failure to deploy the Managed Services according to the Documentation; (ii) failure to ensure that Customer Content is being successfully cached in the page cache, (iii) planned downtime or maintenance; (iv) outages or failure of other components not within Magento's control; (v) factors outside the reasonable control of Magento including but not limited to force majeure, general internet outages, or problems beyond the Managed Services provided by Magento; (vi) problems resulting from either Customer's or Customer's Implementation Team or Development Consultant's actions or inactions, including without limitation problems resulting from Customer Content, Modifications, Customer Customizations, Third-Party Services, Third-Party Content or any issues caused by or arising from configuration of the On-premise Software or errant or problematic code; or (vii) issues that impact elements of the Managed Services outside of the Production Environment.

3.2 Magento Commitment.

In the event the Managed Services do not meet the Minimum Uptime Percentage as set forth above, Customer is eligible to receive the Service Credits. Customer may view the status of the Services at <https://status.adobe.com/> or designated successor URL, and as may be updated by Magento from time to time. SECTION 3 SHALL BE MAGENTO'S SOLE AND EXCLUSIVE OBLIGATION FOR ANY MINIMUM UPTIME PERCENTAGE DEFICIENCIES OF ANY KIND AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

4. MISCELLANEOUS

Magento will provide Support Services to Customer during the License Term identified in the Order Form and shall be governed by these Support Terms and the Agreement. Customer's obligation of payment of monies due under these Support Terms shall survive termination of these Support Terms or the Agreement. Customer acknowledges and agrees that Magento shall have the right to terminate the provision of Support Services upon nonpayment of any fees due to Magento.

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