



PSLT – Adobe Commerce on Managed Services (2022v1)

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 **“Copyleft Software”** means software, content, materials, and/or works of authorship licensed under terms that: (a) grant, impose, or purport to impose a requirement or condition on the software or other technology combined or otherwise used or distributed therewith; (b) require or purport to require that software or other technology combined or otherwise used or distributed therewith be made available in source code form; (c) requires or purports to require that software or technology combined or otherwise used or distributed therewith be licensed for the purpose of making modifications or derivative works; (d) requires or purports to require that software or any other technology combined or otherwise used or distributed therewith be redistributable at no charge; or (e) may grant or purport to grant to third parties any rights or immunities under Adobe’s proprietary rights in the Adobe Technology or any portion thereof.
- 1.3 **“Customer Customizations”** means the customizations, including modifications of source code and configurations of the Managed Services by Customer or at Customer’s direction. Customer Customizations do not constitute Indemnified Technology.
- 1.4 **“Development Consultant”** means a third-party systems integrator that (a) Customer has authorized, under the General Terms, to access, test, and customize the Managed Services during the Pre-Production Phase, and (b) has a minimum of one individual on the development team who is an Adobe Certified Expert – Adobe Commerce Developer (or any successor certification developed 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 **“Magento Open Source”** means the ecommerce platform software developed and owned in whole or in part by Adobe (or its Affiliates) 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.
- 1.7 **“Minimum Uptime Percentage”** is as defined in the Service Level Agreement for the Managed Services licensed by Customer. Generic non-production environments have no guaranteed Minimum Uptime Percentage.
- 1.8 **“Pre-Production Phase”** means the period of time before the Production Phase.
- 1.9 **“Product Description”** means the product description for Adobe Commerce on Cloud found here: <https://helpx.adobe.com/legal/product-descriptions.html>.
- 1.10 **“Production Phase”** means the period of time when Managed Services Users use the Managed Services (a) on Customer Sites; or (b) for its internal operations.
- 1.11 **“Runbook”** means a document written by Customer that provides Adobe with a list of Customer Customizations and configurations Customer made to the Managed Services. Such list is intended to assist Adobe in running and supporting the Managed Services in the Production Phase.
- 1.12 **“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.
- 1.13 **“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.
- 1.14 **“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.** Customer may install and use a reasonable number of copies of the On-premise Software versions of the licensed Managed Services in a development environment only, strictly for testing and quality assurance purposes, and not for production purposes.
- 2.2 **Use of Store Views.** Customer shall notify Adobe promptly upon the launch of each Store View.
- 2.3 **Restrictions.** Customer will not (and must ensure that its authorized Affiliates, 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 Products and Services in a way intended to avoid incurring fees or exceeding usage limits or quotas;
 - (C) assert, authorize, assist, or encourage any third party to assert, any Claim of infringement of intellectual property rights regarding the Products and Services;
 - (D) use any Copyleft Software in connection with the Products and Services;
 - (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 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 third-party payment gateway and is not sent to the payment gateway via the Products and Services).
- 2.4 **Use of Fonts.** Except as otherwise detailed in the Agreement, Adobe’s proprietary or licensed fonts are embedded with the Products and Services only for use within the user interface of the Products and Services.
- 2.5 **Permitted Use.** Adobe may access, use, copy, and store Customer Data, Customer Content, Customer Customizations, User interactions, and Managed Services system performance to test the Managed Services, and derive information which may be used to develop, build, modify, improve, support, and operate the Managed Services.

3. **Software Lifecycle Policy.** 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 Adobe Commerce Software Lifecycle Policy at: <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/Adobe-Commerce-Software-Lifecycle-Policy.pdf> (or its successor URL), and as may be updated by Adobe from time to time. For purposes of support obligations, Adobe defines its Adobe Commerce software version scheme as Major.Minor.Patch releases (e.g. 2.1.7 is Adobe Commerce Major Version 2, Minor Release 1, Patch Release 7).

4. **Service Level Agreement.** Adobe’s Minimum Uptime Percentage obligations are detailed in the Unified SLA and the Unified SLA – Actionability Addendum found here: <https://www.adobe.com/legal/service-commitments.html> (collectively, the “Service Level Agreement”).

5. **Post-Termination Data Retention.** Following the termination or expiration of Customer’s license to the Managed Services, Customer has thirty (30) days to access its account to download or export Customer Data. Following such thirty (30) day period, Adobe may promptly deprovision the Customer’s environment and all Customer Data in Adobe systems or otherwise in its possession or under its control shall be subject to deletion.

6. Pre-Production Phase

- 6.1 During the Pre-Production Phase, Customer will:
- (A) create and provide a complete and accurate Runbook to Adobe for review and obtain Adobe’s written approval of such Runbook;
 - (B) create and test Customer Customizations for the purpose of evaluating potential configurations of the Managed Services;

- (C) conduct additional quality, security and performance testing to ensure stability before Runbook sign-off (including performing bug elimination, simulations, integration with other Customer systems, and complete load/performance testing to simulate anticipated traffic).

7. Production Phase

- 7.1 If Customer desires to make any Customer Customizations to the Managed Services once the Managed Services are in the Production Phase:
 - (A) Customer will request that Adobe launch a cloned staging server and implement such Customer Customizations; and
 - (B) Adobe will continue to simultaneously run the Managed Services in the Production Phase while such Customer Customizations are in the Pre-Production Phase.

8. Third-Party Content, Third-Party Services, and Customer Customizations.

- 8.1 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, support, 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 Customer to address any performance, availability, or functional issues caused by any Customer Customization.
- 8.2 Adobe will not be responsible for any defect or failure in the Managed Services caused by Customer Customizations or by Customer’s failure to meet the obligations in sections 6 and 7 (Pre-Production Phase and Production Phase). Customer is solely responsible for all testing (security, performance, and quality) of Customer Customizations.
- 8.3 Customer represents and warrants that its Customer Customizations comply with all applicable laws and regulations and do not violate or infringe upon any third party’s intellectual property or proprietary rights. 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, and Customer (on behalf of itself and its Affiliates) hereby irrevocably waives and agrees not to assert any right in such Customer Customizations against Adobe and its Affiliates or the direct or indirect sublicensees thereof.

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.

10. Runbook. Customer’s Runbook must, at a minimum, include the subject matters listed below in the format provided by Adobe. Customer must promptly update the Runbook each time it creates new Customer Customizations. Adobe may, in its sole discretion, from time to time during the License Term, change or modify the subject matters required to be included in the Runbook, and Customer will promptly update its Runbook to include such new subject matters. Customer will immediately update the Runbook upon any Adobe request.

10.1 Runbook Table:

Runbook Subject Matter	Description
System Configuration	Adobe may provide Customer with information regarding the configuration of the Managed Services, and Customer must verify whether this information is correct.
Customizations	A list of all Customer Customizations. A list and description of the functionality of all third-party data, products, services, platforms, and software (including of any bugs) installed or used by Customer in connection with the Managed Services.
System Monitoring	A list of any connections between the Managed Services and any other systems on which the

Runbook Subject Matter	Description
	<p>Managed Services is dependent.</p> <p>A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the Managed Services.</p> <p>A list of parameters associated with any Customer Customizations that should be monitored by Adobe to ensure functioning of the Managed Services.</p>
User Acceptance Testing Documentation	<p>Describe the load testing scenarios conducted by Customer, and upload results showing tests passed prior to Production Phase.</p> <p>Describe the user acceptance testing scenarios conducted by Customer, and upload results showing tests passed prior to Production Phase.</p> <p>Describe the security testing conducted by Customer, and upload results showing tests passed prior to Production Phase.</p> <p>Describe the positive and negative outcomes of such testing.</p>
Post-Production Changes	<p>Describe the changes to the Managed Services' Production Phase, which were requested by Customer.</p>
Events and Responses	<p>List all known weaknesses in Customer Customizations to the Managed Services.</p> <p>Recommend actions to be taken by Adobe when providing support for the Managed Services.</p> <p>Include the following information, at a minimum:</p> <ul style="list-style-type: none"> • all log files created by Customer; • all information source or recipient repositories; • all databases and other information storage occurring in the Managed Services; • any encryption models implemented in the Managed Services; • all communications with any upstream data sources, including forms; • all information required for long-term administration of the Customer Customizations; • the most common failure modes and recommendations for recovery from such failures; and • known business cycles such as holiday/seasonal spikes, planned campaigns, and other major events that will increase traffic and require proactive monitoring
Contacts and Contracts	<p>Specify a Customer contact who Adobe should notify if the system goes down.</p> <p>Specify a Customer resource who has technical knowledge of the Managed Services and who can answer questions from Adobe.</p> <p>Specify any links between Customer's IT gate keeper for the Managed Services and other Customer systems (e.g., LDAP, data repositories, etc.).</p> <p>Specify the Customer relationship manager for Development Consultant.</p> <p>Specify the Development Consultant contact who Adobe can contact in a support emergency.</p> <p>Specify the Development Consultant contact for management escalation.</p> <p>Specify the Development Consultant contact with whom Adobe will work to test upgrades to the Managed Services.</p> <p>Describe the agreement between Customer and Development Consultant. Include details on Development Consultant's response time requirements and other special instructions from Customer regarding such response times.</p>

11. Software Patches, Updates, and Upgrades. During the License Term, Adobe may provide Customer with patches, updates, and upgrades. Customer will 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.

12. Customer Responsibilities and Conduct.

- 12.1 Customer is responsible for:
- (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.
- 12.2 Customer is responsible for and 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 Customer may utilize a payment gateway as permitted in this PSLT and authorized in the Runbook.
- 12.3 Customer will not engage in activity in conjunction with the Products and Services that knowingly violates a third party's terms of service.
- 12.4 Customer understands that the performance of the Managed Services is dependent on whether Customer has licensed sufficient computer processing resources, as specified in the Sales Order, and that Customer may need to purchase additional resources such as increases to vCPU Days or Storage. 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.
- 12.5 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 Products and Services, Customer Content, or Customer Customizations on behalf of Customer.

- 13. 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 End User.