



PSLT – Adobe Commerce: On-premise Software (2019v2)

1. **Licensing Terms.** Adobe Commerce combines On-demand Services with On-premise Software. This PSLT relates exclusively to the On-premise Software component of Adobe Commerce.
2. **License Grant for On-Premise Software.** Subject to the terms and conditions of the Agreement (including Customer's compliance with the applicable Documentation) and payment of the applicable fees, Adobe grants Customer a limited, personal, revocable, non-exclusive, non-transferrable, non-sublicensable license to install, reproduce and use internally the On-premise Software, as provided to Customer in source code format, and create and use Modifications of the Software, in both cases for the sole purpose of creating and running Customer Sites. Adobe shall make the On-premise Software available to Customer on the agreed upon delivery date, provided Adobe has received the applicable fees in full.
3. **Restrictions.** Customer will not (and must ensure that its employees, contractors, and other third parties do not): (i) access, use or develop the On-premise Software in a way intended to avoid incurring fees or exceeding usage limits or quotas; (ii) use, host, support, or assist in the use of Adobe Open Source in combination with the On-premise Software; or (iii) use the On-premise Software on more than fifteen (15) Store Views and shall notify Adobe immediately on the launch of each Store View. Customer (on behalf of itself and its Affiliates) irrevocably waives and agrees to never assert any right in Modifications against Adobe and its Affiliates or its direct or indirect sublicensees.
4. **Remote Verification.** The On-premise Software may contain functionality that allows Adobe to receive reports about Customer's usage of the On-premise Software for the purpose of verifying Customer's compliance with the terms of this Agreement and to determine Customer's AOV and GMV. Customer acknowledges and agrees that (a) Adobe has the right to access the relevant data to assess and calculate GMV and AOV based on Customer's use of the Products and Services across all Customer Sites; and (b) Customer shall not interfere in any way with Adobe's right, access, and/or assessment and calculation of such data. If a report shows that payments made by Customer are deficient, the actual GMV is higher than the GMV threshold, or the actual AOV is lower than the AOV threshold, Adobe may adjust the Sales Order fees.
5. **Customer Responsibilities.** Customer is solely responsible for: (a) applying necessary security patches to the On-Premise Software when supplied by Adobe; and (b) providing appropriate security for and protection of Customer Sites, which may include use of encryption technology to protect Customer Content from unauthorized access.
6. **End Users.** As applicable, Customer will be the seller of record and will be responsible for independently establishing the selling price with respect to the merchandise sold or furnished through the On-Premise Software or any other means. Customer is responsible for ensuring that the offer, advertising, sale, shipment and delivery and/or use of all merchandise and services in all applicable countries complies with all applicable laws. Customer is responsible for providing customer service (if any) to any End User.
7. **Definitions.**
 - 7.1 **"Average Order Value" or "AOV"** means the quotient of (a) the GMV for any given Contract Year; and (b) the number of Transactions during the same Contract Year.
 - 7.2 **"Contract Year"** means the 12 months from the License Term Start Date or each subsequent 12 months thereafter.
 - 7.3 **"End User"** means any individual or entity of any kind that directly or indirectly through another user: visits, accesses or uses the Customer Sites.
 - 7.4 **"Gross Merchandise Value" or "GMV"** means the total value of all Transactions processed through a Customer Site during any given Contract Year, excluding (a) any shipping, handling and customs costs charged to End Users; (b) any taxes Customer collects from End Users as part of any Transaction; and (c) any financing charges and interest for installments charged to End Users.
 - 7.5 **"Adobe Open Source"** means the ecommerce platform software developed and owned in whole or in part by Adobe and licensed under an Open Source Initiative (OSI) approved license, including but not limited to software available at: <https://magento.com/tech-resources/download> (or its successor locations), and as may be updated by Adobe from time to time.



- 7.6 “**Modifications**” means any derivative work based on the On-premise Software, including modifications, supplements, enhancements or additions thereof or thereto, that are developed by Customer or its Affiliates (or any third party on behalf of any of the foregoing), including without limitation, any software related to the configuration, integration, implementation, or localizations of the On-Premise Software.
- 7.7 “**Open Source Software**” means the software included in or with the On-premise Software that is (a) listed or otherwise identified as open source software in the On-premise Software or documentation by links or otherwise, as may be amended by Adobe from time to time; or (b) also published or made available to the public by a third-party licensor for use and distribution on a royalty-free basis.
- 7.8 “**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.
- 7.9 “**Transaction**” means any order placed by an End User through the Products and Services, by whatever means, that is accepted and/or processed by the Products and Services, (a) even if such order is later subject to a refund, return, chargeback or any other reversal, voluntary or involuntary and (b) regardless of whether Customer receives any payment for such order.