PSLT - Healthcare Add-on for Adobe Commerce (2024v1)

1. **Definitions.** All capitalized terms used herein and not defined below are defined in the Agreement or Business Associate Agreement.

   1.1 "**Adobe Commerce**" means, for the purposes of this PSLT only, the Customer's licensed version of the core Adobe Commerce software application as deployed in the Managed Services, either Adobe Commerce on Cloud or Adobe Commerce on Managed Services, that is subject to a Adobe Commerce PSLT as part of the Agreement, but excluding: (A) any Adobe Commerce-branded SaaS-based services or extensions, and (B) any third-party services, extensions, or integrations.

   1.2 "**Adobe Commerce PSLT**" means the PSLT applicable to Customer's license agreement for Adobe Commerce, whether the PSLT for Adobe Commerce on Cloud or the PSLT for Adobe Commerce on Managed Services.

   1.3 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996.

   1.4 "**Other Healthcare Laws**" means any other non-HIPAA healthcare laws or regulations governing the protection of Non-PHI Health Data. For clarity, Other Healthcare Laws does not include HIPAA.

   1.5 "**Non-PHI Health Data**" shall mean medical or health data that is not PHI under HIPAA.

   1.6 "**HIPAA-Ready**" means the Adobe Products and Services: (A) listed on https://www.adobe.com/trust/compliance/hipaa-ready.html; and (B) that Customer is expressly authorized via a written Sales Order to use to create, receive, maintain, or transmit PHI in accordance with the BAA and applicable Agreement.

   1.7 "**Protected Health Information**" or "**PHI**" is given the meaning as provided under HIPAA.

2. **Framework.** This PSLT – Healthcare Add-on for Adobe Commerce describes the additional licensing terms for the Healthcare Add-on for Adobe Commerce (the "Commerce Healthcare Add-on") and supplements the applicable PSLT for Adobe Commerce (either the PSLT – Adobe Commerce on Cloud or PSLT – Adobe Commerce on Managed Services) that forms part of Customer's Agreement with Adobe as it relates to Adobe Commerce. For the avoidance of doubt, in the event of any conflict between this PSLT and the Adobe Commerce PSLT, this PSLT will prevail to the extent of such conflict.

3. **Customer Responsibilities.**

   3.1 Customer is solely responsible for ensuring that:

   (A) any PHI and Non-PHI Health Data that Customer creates, receives, uses, maintains, amends, deletes or transmits in connection with the Commerce Healthcare Add-on complies with HIPAA and Other Healthcare Laws, as applicable;

   (B) Customer complies with the product-specific requirements as more fully detailed at: https://experienceleague.adobe.com/docs/commerce-admin/start/compliance/hipaa-ready-service.html (or any successor website thereto), including but not limited to the requirement that no PHI or Non-PHI Health Data may be used, ingested, collected, shared, disclosed, or integrated with any of the following services or features:

      (1) any Adobe Commerce Services (defined as Adobe Commerce product features that are delivered as SaaS-based microservices separate from the core Adobe Commerce application);

      (2) any features that are disabled by default for the Commerce Healthcare Add-on for Adobe Commerce (e.g., SendGrid, Newsletter, and Advanced Reporting); or

(3) any third-party services, extensions or integrations (e.g., Google Analytics, alternative email service providers, etc.) (the services referenced in 3.1(B)(1)-(3) are collectively the "Non-HIPAA Ready Services");

(C) all modules in the Commerce Healthcare Add-on titled with the prefix "Magento_Hipaa" are properly installed and enabled;

(D) the appropriate roles and permissions are assigned to Customer's Users as necessary to protect PHI and Non-PHI Health Data and indicate the purpose for accessing such in compliance with HIPAA and Other Healthcare Laws, as applicable;

(E) no PHI or Non-PHI Health Data is ingested or processed in any integration, development, or staging environments within the Managed Services;

(F) any PHI is exported or deleted from Customer's Adobe Commerce database upon expiration or termination of Customer's license to use of Commerce Healthcare Add-on or when it is no longer needed and as necessary to comply with HIPAA and Other Healthcare Laws, as applicable; and

(G) Customer is using a version of Adobe Commerce that is:

(1) at least Adobe Commerce version 2.4.6-p3 or newer (non-beta); and

(2) a version that is currently within the Software Support Period as described within the Adobe Commerce Software Lifecycle Policy, as defined in the underlying Adobe Commerce PSLT.

3.2 Customer understands and acknowledges that:

(A) the Commerce Healthcare Add-on provides features and tools to help enable Customer to meet its obligations under HIPAA and Other Healthcare Laws, as applicable, but does not by itself ensure Customer's compliance with HIPAA or Other Healthcare Laws;

(B) Customer's failure to meet any of these obligations may materially impact Customer's compliance with HIPAA and Healthcare Laws, including but not limited to where Customer, at its sole risk and responsibility, elects to use the Commerce Healthcare Add-on with any such Non-HIPAA-Ready Services in violation of section 3.1(B) of this PSLT;

(C) Customer also acknowledges that Customer's compliance with Other Healthcare Laws is a legal determination to be made solely by Customer and/or Customer's legal counsel, not by Adobe; and

(D) Adobe will not be responsible for any failure in the operation or security of the Managed Services or Adobe Commerce caused by: (1) Customer's failure to meet any the obligations outlined in this PSLT or (2) Customer Customizations.

4. **Data Retention.** If Customer is required to retain its Customer Data (including audit logs) for a specific time, Customer must export its Customer Data from the Managed Services within the data retention period set out in the applicable Adobe Commerce PSLT.

5. **Protected Health Information and Non-PHI Health Data**. Notwithstanding any restrictions on Sensitive Personal Data in the General Terms, Customer may use the Managed Services in connection with the Commerce Healthcare Add-on to create, receive, maintain, or transmit PHI and Non-PHI Health Data to Adobe, provided that Customer: (A) has an active license to the Commerce Healthcare Add-on; (B) complies with the terms of the Agreement (including but not limited to this PSLT and the Adobe Commerce PSLT), (C) for Customers that are Covered Entities or Business Associates under HIPAA that have use cases involving PHI, executed and complies with Customer's BAA with Adobe, (D) has obtained all necessary permissions, consents, clearances, and authorization required under HIPAA and Other Healthcare Laws, as applicable for such use, including marketing, and (E) Customer's activities do not otherwise cause Adobe or Adobe's third party providers to violate any applicable law or regulation.

6. **Shared Responsibility Security Model.** Customer acknowledges and understands that Adobe Commerce and the Commerce Healthcare Add-on operate under a Shared Responsibility Security Model, as described in the Adobe Commerce PSLT, where Customer retains the primary responsibility for security monitoring of its Account and Production Environment(s) while Adobe retains the primary responsibility for security monitoring of Adobe

Commerce infrastructure. Those responsibilities outlined in the Shared Responsibility Model are supplemented by the requirements contained in section 3 (Customer Responsibilities) of this PSLT.

7. **Support Services.** As it relates to support services, Adobe prohibits the inclusion of Sensitive Personal Data, including PHI and Non-PHI Health Data, in any Service Requests submitted to Adobe. Customer must ensure that no Sensitive Personal Data will be included in any Service Request submitted to Adobe in any form, including but not limited to, customized application logs, written descriptions, images, or media files which contain PHI or Non-PHI Health Data. For clarity, Adobe may access such Sensitive Personal Data during a Service Request engagement, however, Customer is prohibited from including any Sensitive Personal Data in such Service Requests submitted to Adobe.

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