



## PSLT – Order Management for Adobe Commerce (2024v1)

### 1. Additional Definitions

- 1.1 “**Account**” means any Adobe account(s) for the On-demand Services opened by Customer pursuant to a Sales Order.
- 1.2 “**Customer Customizations**” means the customizations, including modifications of source code and configurations of the integration accelerator by Customer or at Customer’s direction. Customer Customizations do not constitute Indemnified Technology.
- 1.3 “**Development Consultant**” means a third-party systems integrator that (a) Customer has authorized, under the General Terms, to access and test the On-demand Services, 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 development project.
- 1.4 “**Order Management Provider**” means Adobe’s third-party provider for order management services in conjunction with the On-demand Services.
- 1.5 “**Product Description**” means the product description for Order Management for Adobe Commerce found here: <https://helpx.adobe.com/legal/product-descriptions.html>.

**2. License for Integration Accelerator.** Customer’s license to the On-demand Service includes access to and use of the integration accelerator code to help Customer integrate Adobe Commerce with the On-demand Services. Any integration developed by Customer using the integration accelerator or Adobe Developer App Builder is considered a Customer Customization.

**3. Use of Adobe Developer App Builder.** The On-demand Services include use of Adobe Developer App Builder solely for the purpose of integrating with Adobe Commerce subject to the PSLT – Adobe Developer App Builder found here: <https://www.adobe.com/legal/terms/enterprise-licensing/ec-product-terms.html>. Any extension or integration developed by Customer using Adobe Developer App Builder is considered a Customer Customization.

**4. Restrictions.** Customer will not (and must ensure that its authorized Affiliates, employees, contractors, and other third parties do not) use the On-demand Services (including Adobe Developer App Builder and the integration accelerator) separately from Adobe Commerce.

### 5. Limitation of Liability.

- 5.1 Order Management Provider will not be liable to Customer for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages.
- 5.2 The collective liabilities of Adobe and Order Management Provider are subject to the limitations of liability in the Agreement.

**6. Third Party Beneficiary.** Customer acknowledges that Order Management Provider is an intended third-party beneficiary of the Agreement with the independent right to enforce the terms relating to Order Management Provider and the On-demand Services directly against Customer regardless of the extent to which Adobe may or may not have previously undertaken to enforce the terms of the Agreement.

**7. Personal Data.** Customer and its users should not include personal data in text fields that are not intended for or do not request personal data.

**8. Permitted Use.** Order Management Provider will not use or disclose the results arising from Customer’s use of the On-demand Services that are unique to Customer Data or that otherwise identify Customer. Order Management Provider may use Customer Data and other information that result from Customer Data as part of the On-demand Services for the purpose of managing and improving the On-demand Services.

**9. Order History and Data Retention.** The On-demand Services retains one (1) year of rolling order history in the active table and an additional one (1) year in the history table. Following the termination or expiration of Customer’s license to the On-demand 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.

- 10. Updates.** During the License Term, the On-demand Services includes updates that are released to the general Adobe Commerce on Cloud customer base. Customer is responsible for adjusting Customer Customizations (e.g., integration code) to be compatible with updates, if needed.
- 11. Support Services.** Unless otherwise indicated in the applicable Sales Order, all priority issues and issues related to the performance of the On-demand Services (each a "Service Request") should be submitted pursuant to the Adobe Experience Cloud Expert Support Services Terms described at: <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html> (or its successor location), and as may be updated by Adobe from time to time. If a Service Request relates to a problem in the usage of the On-demand Services, Customer will provide Adobe with sufficient access and detail to permit Adobe to understand and reproduce the problem. If it is mutually determined by Customer and Adobe that the problem represents an error in the On-demand Services that causes it to not operate in substantial conformity with the Product Description, Adobe will process the Service Request as detailed in the Adobe Experience Cloud Expert Support Services Terms. In no event should Customer contact Order Management Provider for support services.
- 12. 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").
- 13. Customer Responsibilities.** 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).
- 14. Customer Customizations.**
  - 14.1 Customer may use the integration accelerator and Adobe Developer App Builder to configure and customize an integration between the On-demand Services and Adobe Commerce. Adobe will not be responsible for any defect or failure in the On-demand Services caused by Customer Customizations. Customer is solely responsible for all installation, deployment, support, and testing (security and quality) of Customer Customizations. This includes any possible negative effect on the On-demand 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 the Customer to address any performance, availability, or functional issues caused by any Customer Customization.
  - 14.2 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.
- 15. 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 On-demand Services or other On-demand Services customers. Customer understands and acknowledges that: (A) Customer's appointment of a Development Consultant is solely at Customer's discretion, regardless of whether such Development Consultant was recommended by Adobe, designated by Adobe as a "certified partner" or otherwise; (B) that Adobe is not a party to any agreement between Customer and Development Consultant; and (C) Adobe is not responsible for any acts or omissions of the Development Consultant. Adobe is also not responsible for any disclosure, modification or deletion of Customer Data resulting from access by any non-Adobe Products and Services or its provider.