

MAGENTO SUPPORT SERVICES TERMS AND CONDITIONS

The Magento Support Services Terms and Conditions (the "Support Terms") describes Magento's current support offerings and support policies for the Services (including the Software, as the case may be). Magento may modify these Support Terms at any time in its sole discretion, by posting a revised version at <https://magento.com/legal/terms>. 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 subscription 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 (for the subscription of one or more Magento Services and/or Software, as the case may be) (the "Agreement"), the Agreement shall control, but only to the extent of such conflict. For clarity, these Support Terms do not apply to Magento Commerce (on premise), Magento Open Source, pre-release and/or beta features and products, Early Adopter Programs and 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 Subscription Fees and Customer's compliance with the Agreement, Magento will provide the following Support Services with respect to the Services:

1. SUPPORT COMMITMENT

1.1 Definitions.

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

"Excluded Services" means (i) support for any issues resulting from Customer Content, Modifications, 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 Services, including the Software.

"Priority 1" ("P1") – A P1 is a catastrophic production Incident within the Service that severely impacts the Customer's Site, causing the site to cease from operating or accepting orders, or because of which Customer's Site 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 on 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 Service 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 Software application 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's Site, 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 and for which there is an easy work-around 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 Software application.

"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 the Service works without interruption. Magento will use efforts during its normal hours of operation, to provide a reasonable resolution or work-around for any P4 problem. 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 below) will be responsible for implementation services for the set up and configuration of the Services, as well as the prompt installation of all patches, updates, and upgrades to the Software application, 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. 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 TIMES table to the extent such Incidents are not the result of Excluded Services, all as reasonably determined by Magento:

INCIDENT PRIORITIES AND INITIAL RESPONSE TIMES

Incident Priority	Support Availability	Initial Response Time After Confirmation*			
		Starter		Pro	
		Production Site	Non-Production Sites	Production Site	Non-Production Sites
Priority 1	24 hrs X 7 days a week	Within 2 hours	Within 2 business days	Within 1 hour	Within 1 business day
Priority 2	Local business hours (8:30 to 5pm)	Within 1 business day	Within 2 business days	Within 4 hours	Within 1 business day
Priority 3	Local business hours (8:30 to 5pm)	Within 2 business days		Within 1 business day	
Priority 4	Local business hours (8:30 to 5pm)	Within 5 business days		Within 3 business days	

*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. For all Incidents submitted online, Incident receipt will be confirmed via Magento’s Customer Help Center ticketing system. 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 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. 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 Software (including patches, updates and/or upgrades provided by Magento, but excluding for the avoidance of doubt any Modifications to the Software), when used by Customer on systems that meet the 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 Software and any integrations provided by Magento as part of the 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 Software issue using technologies that are listed in the System Requirements, then Magento will provide support. Nonetheless, Magento cannot ensure that the Software issues will be fixed when the 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 Software.

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

1.4.4 Access to Magento Documentation relating to the Services, 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 non-Magento products or third party enabling technologies not licensed under the Agreement.

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

3.1 Definitions.

"Downtime" means a period of time when the 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 Services.

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

"Service Credits" means credits available to Customer if the Service Level 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 Service Level has not been met, Magento will provide Customer with a credit towards the Customer's Subscription 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 Subscription Fees paid by Customer that are attributable to that month up to a maximum of twenty-five percent (25%) of the portion of the Subscription Fees attributable to a calendar month. In no event shall Customer setoff any service credits against the amounts that it owes Magento.

"Service Level" means that the Services are Operational during 99.99% of any given calendar month for the Pro plan or during 99.9% of any given calendar month for the Starter plan. For clarity, the calculation of the Service Level shall not include Downtime attributable to (i) failure to deploy the 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 Services provided by Magento; (vi) problems resulting from either Customer's or Customer's Implementation Team's actions or inactions, including without limitation problems resulting from Customer Content, Modifications, Third-Party Services, Third-Party Content or any issues caused by or arising from configuration of the Software or errant or problematic code; or (vii) issues that impact elements of the Services outside of the Production Instance.

3.2 Magento Commitment.

In the event the Services do not meet the Service Level as set forth above, Customer is eligible to receive the Service Credits. Customer may view the status of the Services at <https://status.magento.cloud>, or designated successor URL, and as may be updated by Magento from time to time. SECTION 3.1 SHALL BE MAGENTO'S SOLE AND EXCLUSIVE OBLIGATION FOR ANY SERVICE LEVEL DEFICIENCIES OF ANY KIND AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

4. MISCELLANEOUS

Magento will provide Support Services to Customer during the periods 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.

Last Updated: May 25, 2018