MAGENTO SOFTWARE LIFECYCLE POLICY

The Magento Software Lifecycle Policy governs the On-premise Software licensed as part of the Magento Commerce Products and Services in Customer's agreement with X.commerce, Inc. d/b/a Magento, Inc. and/or its Affiliates ("Magento") (the "Agreement"). This Magento Software Lifecycle Policy does <u>not</u> apply to any content, software, services, modifications or other materials provided by Customer or a Third Party, any implementation or other maintenance-related services for which Customer is responsible, or any material other than Software provided to Customer by Magento under the Agreement. Specifically, this policy does not apply to Magento Open Source, Modifications, Enhancement Requests, Customer Content, and Third-Party Services, Content, extensions, and customizations. All maintenance outside of this policy, including security and compliance (PCI, ISO, SOC, etc.), is the express responsibility of the Customer.

For purposes of Magento's software 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). Capitalized terms used herein, but not defined, shall have the meanings set forth in the Support Terms and Conditions or Customer's Agreement.

To receive software support during the applicable support period, Customer must have a current subscription or license in good standing. Magento will provide software support to applicable Major and Minor releases of the On-premise Software based on the following lifecycle schedule:

Release	Release Date	End of Software Support
Enterprise Edition 1.13	October 2013	June 2020
Enterprise Edition 1.14	June 2014	June 2020
Enterprise Edition 2.0	November 2015	March 2018
Enterprise Edition 2.1	June 2016 June 2019	
Magento Commerce 2.2 ¹	September 2017	December 2019 ²

For releases prior to Magento Commerce 2.3:

¹ Enterprise Edition was renamed Magento Commerce

² The End of Software Support date for Magento Commerce 2.2 was extended to December 2019 to coincide with the End of Support date for PHP 7.1

For Magento Commerce 2.3 and subsequent releases:

- Magento will provide quality fixes for a minor release for a minimum of 12 months from the general availability announcement date of the next minor software release.
- Magento will provide security fixes for a minor release for a minimum of 18 months from the general availability announcement date of the next minor software release.
- Security fixes will be made available via patch release for currently-supported minor release versions only. They will not be backported to previous minor releases, nor to previous patch releases within supported minor releases. For example, while 2.3 and 2.4 are currently supported minor releases, security fixes will be released as 2.3.X and 2.4.Y, where X and Y represent the next incremental patch release cumulative of all prior patches. Patch releases will not be released for prior minor releases out of support (e.g. 2.2.Z), or as patches to prior patch releases (e.g. 2.3.1.X).

Quality fixes will be made available via patch release for the latest-supported minor release version only. Quality fixes will be available as individual patches for all other currently-supported minor release versions. Quality fixes will not be backported to other previous minor releases, nor to previous patch releases within supported minor releases. For example, while 2.3 and 2.4 are currently supported minor releases, individual patches will be released as 2.3.X and release patches will be released as 2.4.Y, where X and Y represent the next incremental patch release cumulative of all prior patches. Neither patch releases nor individual patches will be released for prior minor releases out of support (e.g. 2.2.Z).

Release	Release Date	End of Quality Fixes	End of Security Fixes/ End of Software Support
Magento Commerce 2.3	November 2018	July 2021	April 2022 ³
Magento Commerce 2.4	July 2020		

³ The End of Software Support date for Magento Commerce 2.3 has been extended to April 2022 due to impacts from COVID-19

SPECIAL PROVISION SPECIFIC TO ON-PREMISE SOFTWARE LICENSES

1. Definitions.

"Bank of Funds" means the total credits issued by Magento in connection with an On-premise License.

"Commitment Period" means the total license term commitment for an On-premise License commencing upon the applicable License Term Start Date and continuing until the final License Term End Date identified for such On-premise License in the applicable Order Form.

"On-premise License" means a term-based (but not perpetual) license to any Magento Commerce Products and Services that is comprised solely of On-premise Software components and does not include access to any On-demand Services or Managed Services.

"Order Form" or "Sales Order" means any sales order form entered into between Customer and Magento and/or its Affiliates.

"Partner" means, if Customer did not pay Magento directly, the partner that paid or pays Magento directly for Customer's On-premise License.

"Support Terms and Conditions" means those terms and conditions located at <u>https://magento.com/sites/default/files/magento-support-services-terms-and-conditions.pdf</u> (unless otherwise indicated in the applicable Sales Order) whether linked dynamically within an Order From or statically attached to an Order Form.

2. Application.

Customer may apply this "Special Provision Specific to On-premise Software Licenses" to any Order Form for the purchase of an On-premise License(s) that incorporates by reference the Support Terms and Conditions, excluding specifically Order Forms entered into by the U.S. Federal Government (Sales Orders with state and local governments are not excluded) and Order Forms under which Customer or Partner, as applicable, is purchasing an On-premise License for deployment within the People's Republic of China. If an Order Form does not include the Support Terms and Conditions, but is otherwise not excluded as set forth in this Section 2, Customer may still apply this "Special Provision Specific to Onpremise Software Licenses" by providing Magento notice as anticipated in Section 4 below.

3. Successive Monthly Terms.

For each On-premise License, the Commitment Period is comprised of successive monthly license terms. For example, a three-year Commitment Period with a License Term Start Date of February 10th is comprised of 36 successive monthly terms, each monthly term commencing on the 10th of the month.

4. Auto-Renewal.

During the Commitment Period, On-premise Licenses will automatically renew month to month unless Customer, or Partner if applicable, provides 10 days prior written notice of its intent not to renew. Customer's or Partner's exercise of this option will result in termination of the On-premise License at the end of the applicable monthly period (the "Termination Date").

5. Bank of Funds.

Upon the Termination Date, Customer or Partner, as applicable, will have a Bank of Funds balance in an amount equal to the remaining prepaid and unused fees received by Magento directly or through a Partner for the applicable On-premise License. Such Bank of Funds will be held for the Customer's benefit in accordance with these terms. Customer's and, if applicable, Partner's obligation to pay the total fees for the entire Commitment Period shall survive such termination (each remaining payment a "Surviving Payment"). Magento will credit any Surviving Payment made to Magento by Customer or Partner, as applicable, after the Termination Date to the applicable Bank of Funds. Customer or Partner, as applicable, may apply its Bank of Funds to any "net new," separate, mutually agreeable Order Form for Magento Products and Services for Customer. Customer or Partner, as applicable, may not apply its Bank of Funds toward any outstanding or upcoming payment due on an Order Form executed prior to the applicable Termination Date. Customer or Partner, as applicable, may not apply its Bank of Funds toward payment of any fees due on a renewal of Products and Services purchased prior to the applicable Termination Date. Each unused Bank of Funds shall expire 120 days after the final License Term End Date for the relevant On-premise License identified in the applicable Order Form. For clarity, nothing in this paragraph relieves Customer or Partner, if applicable, of its payment obligations as scheduled under any Order Form under which Customer terminates an On-premise License that gives rise to a Bank of Funds.

6. Termination of any On-Premise License.

Upon termination of any On-premise License hereunder, Customer will discontinue all further use and deployment of the On-premise License, immediately uninstall and destroy all copies of such Products and Services and provide written evidence of such destruction.

Updated: August 3, 2020