

PRODUCT CATALOG AND OMS ACCESS LICENSE AGREEMENT

These Terms set forth the Product Catalog and OMS Access License Agreement ("Terms") between You ("Merchant") and PayPal, Inc. ("PayPal"), (each, a "Party", and, collectively, the "Parties"), and are an addendum to the PayPal Agreement, as defined below. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the PayPal Agreement.

These Terms add agentic commerce functionality under the PayPal Agreement. It allows Merchant's products to be discovered, selected, and purchased via AI-agent driven interfaces (e.g., large-language-model powered agents) through PayPal's orchestration layer. These Terms do not replace or supersede any part of the Agreement that governs payment processing.

1. Definitions.

- a. **Agentic Commerce Experience** means any customer-facing interface, including interfaces operated by large-language-model platforms or other AI-driven systems, through which PayPal or Agentic Commerce Provider(s) may surface Merchant products, enable product discovery to customers, or initiate checkout flows.
- b. **Agentic Commerce Provider** means any entity that provides an Agentic Commerce Experience and to which Merchant directs PayPal to send the Product Package.
- c. **Agentic Order** means any order originating from an Agentic Commerce Experience, transmitted to Merchant via the Orchestration Interface for fulfillment in the Merchant OMS.
- d. **Applicable Law** means all laws, regulations, and payment-network rules applicable to a Party or to the activities performed under these Terms.
- e. **Catalog API** means the application programming interface, data feed, or other technical mechanism Merchant provides that enables PayPal to retrieve the Product Package.
- f. **Merchant OMS** means Merchant's Order Management System and all related systems, workflows, and technology used by Merchant to validate, accept, process, and fulfill orders.
- g. **Orchestration Interface** means PayPal's agentic commerce orchestration interface, including any related APIs such as PayPal's Cart API, which enable PayPal to create, update, or submit carts and orders to the Merchant OMS.
- h. **Product Package** means the complete set of product information Merchant provides under these Terms, including SKU-level data, product ID, title, description, pricing, availability, product links, image links, brand information, product-specific or Merchant branding requirements, and any legally required consumer disclosures, warnings, regulatory notices, or safety statements (e.g., California Proposition 65 warnings, nutritional labeling, age restrictions, or similar consumer protection disclosures) of products Merchant makes available for purchase on its e-commerce channels. Products and items prohibited by PayPal's Acceptable Use Policy shall not be included in the Product Package.
- i. **PayPal Agreement** means the terms under which Merchant uses PayPal services to process certain transactions on its e-commerce channels pursuant to written agreements, including the PayPal User Agreement, as amended from time to time.

2. Product Package; Access and Transmission.

- a. Product Package and Access via Catalog API. Merchant shall provide the Product Package to PayPal via a PayPal designated API or delivery mechanism. PayPal will initiate requests to retrieve the Product Package from the API or other delivery mechanism as designated.
- b. Transmission to Agentic Commerce Providers. Once the Product Package is retrieved, PayPal will provide it, without modification to the substance of the information, to one or more Agentic Commerce Provider(s) for use in Agentic Commerce Experiences. Merchant acknowledges and agrees that (i) PayPal acts solely as a facilitator for sending the Product Package to Agentic Commerce Providers where it may be surfaced to consumers, and Merchant agrees PayPal has no obligation to verify or otherwise ensure the Product Package complies with Applicable Law, (ii) PayPal does not control if or how Agentic Commerce Providers present Merchant's products, and (iii) PayPal does not guarantee the accuracy of AI-generated outputs from Agentic Commerce Providers, and PayPal shall not be liable for any errors or omissions in such content.
- c. Merchant represents and warrants the information provided via the Product Package is accurate, up-to-date, not misleading, complies with Applicable Law, and does not contain viruses, Trojan horses, backdoors, malicious code or other harmful code feature designed to obtain unauthorized access to PayPal's or Agentic Commerce Provider's systems or networks.

3. Order Management System and Orchestration.

- a. Integration.
 - i. Merchant shall integrate the Orchestration Interface in accordance with the documents PayPal makes available explaining the requirements, use cases, and functional or technical steps needed to integrate the Orchestration Interface (as updated from time to time), including integrating the Cart API which will allow PayPal to access Merchant OMS.
 - ii. PayPal may access the Merchant OMS to access OMS Functionality (defined below) and to submit Merchant orders via the Orchestration Interface.
- b. Merchant OMS shall, at a minimum (collectively, the "OMS Functionality"):
 - i. Allow Merchant to create, update, and manage shopping carts in response to PayPal's Orchestration Interface calls.
 - ii. Provide real-time, accurate product pricing, availability, shipping options, tax, and inventory verification and confirmation functionality.
 - iii. Handle order fulfillment and post-fulfillment actions such as shipping, tracking, communications, refunds, customer service, and other post-payment actions.
- c. PayPal may, in its sole discretion and upon notice to Merchant, suspend Merchant's access to the Orchestration Interface for continued failures of Merchant OMS, incomplete or inaccurate information in the Product Package that may cause harm to consumers or to Agentic Commerce Providers, or if there is a reasonable belief that Merchant's continued access will lead to risk, fraud, and/or compliance issues.

4. License Grants. Subject to the terms of the PayPal Agreement and these Terms:

- a. Merchant grants PayPal and its affiliates a non-exclusive, royalty-free, worldwide, irrevocable (except in the event of a material breach or termination), sublicensable (through multiple tiers), and transferable right and license:
 - i. to access, use, make reasonable copies of, and distribute the Product Package, in each case for PayPal's business purposes, including but not limited to enabling product discovery and search recommendations through PayPal's and third parties' Agentic Commerce Experiences. Except for the license granted here, Merchant retains all right, title, and interest in and to the Catalog API, including all intellectual property.
 - ii. to access, use, reproduce, display, distribute, and create derivative works of the Product Package and OMS Functionality including product images, in any and all media formats, whether now known or hereafter devised, in each case for PayPal's business purposes, including but not limited to enabling product discovery and search recommendations through agentic commerce experiences of PayPal and third parties. Except for the license granted here, Merchant retains all right, title, and interest in and to the Product Package, including all intellectual property.
 - iii. PayPal acquires no ownership or other proprietary rights in the Product Package and OMS Functionality.
 - iv. to access and use the Merchant OMS for any PayPal business purposes, including but not limited to enabling customer purchases through PayPal's and third party's Agentic Commerce Experiences. Merchant retains ownership of the Merchant OMS and related technology, while PayPal retains all rights in and ownership to the Orchestration Interface, PayPal's APIs, including the Cart API, and related technology. Neither Party shall directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the Merchant OMS, Orchestration Interface, or APIs, as applicable.
- b. PayPal grants to Merchant a worldwide, non-exclusive, non-sublicensable, non-transferable, revocable right and license to access and use the Orchestration Interface and Cart API, and other APIs necessary for the services under these Terms, solely for the purpose set forth in these Terms.
- c. All rights and licenses granted and the intellectual property shall terminate automatically and revert to the granting upon revocation or termination of these Terms.

5. PSP Designation and Election for Agentic Commerce Experiences.

- a. Merchant Designation. Merchant shall designate PayPal as its payment service provider ("PSP") for all transactions initiated through any Agentic Commerce Experience. If an Agentic Commerce Provider presents multiple checkout or PSP options to Merchant, Merchant shall elect and agrees that PayPal Checkout and

PayPal Guest Checkout shall be enabled and used for the processing of Merchant's transactions through such Agentic Commerce Experience.

- b. **PayPal Right to Elect on Merchant's Behalf.** To the extent an Agentic Commerce Provider requires an affirmative selection of a PSP or checkout method on behalf of Merchant, Merchant authorizes PayPal to select PayPal Checkout and PayPal Guest Checkout for Merchant and to enable all associated PayPal Services necessary to support such transaction flows.
 - c. **Effect of Election.** Any election made under this Section, whether by Merchant or by PayPal on Merchant's behalf, shall be deemed Merchant's binding direction to the Agentic Commerce Provider and to PayPal for all purposes of these Terms and the PayPal Agreement.
6. **Order Process.** Merchant is and shall remain the seller of record for all Agentic Orders, and PayPal and the Agentic Commerce Provider will not, at any time, take title to any goods sold by Merchant. Product pricing in the Agentic Commerce Experience shall be the same as on Merchant's e-commerce channel(s). Any pricing mismatch or discrepancy between Merchant's e-commerce channel(s) and the Agentic Commerce Experience shall be resolved by Merchant. When a customer initiates the purchase of a Merchant product via an Agentic Commerce Experience, PayPal will process the transaction using customer's selected payment method (PayPal Checkout or PayPal Guest Checkout) in accordance with the terms of the PayPal Agreement. Debit and credit card transactions will be processed via PayPal Guest Checkout, unless otherwise designated by PayPal in the merchant dashboard.
7. **Order Fulfillment.** Merchant shall fulfill and manage all Agentic Orders as if the orders had been submitted via Merchant's e-commerce channel(s). Merchant shall control and manage all fulfillment and post-order processes including, but not limited to, customer notifications, shipping, customer service functions, delivery errors, returns, refunds, exchanges, collection of taxes (if applicable), safety recalls, etc. Agentic Orders will be subject to Merchant's terms of sale, refunds policy, returns policy, compliance with Merchant's policies, laws, and regulatory obligations, etc. Merchant acknowledges and agrees that PayPal is not involved in and has no obligations or liability related to order fulfillment and post-fulfillment activities.
8. **Agentic Commerce Experience Selection.** PayPal may allow Merchant to select, through a dashboard or other interface provided by PayPal, the Agentic Commerce Provider that Merchant wishes to use. The availability of Agentic Commerce Providers may vary, and PayPal may add, remove, or modify available options at any time. Merchant's use of any Agentic Commerce Provider is subject to the fees, usage limits, technical requirements, and applicable terms identified for that Agentic Commerce Provider on the fee page or within the dashboard. Merchant is responsible for all charges associated with the selected Agentic Commerce Provider, including any variable or third-party fees passed through to Merchant.
9. **Fees.** The PayPal transaction fee(s) applicable to Agentic Orders will be the transactions fee(s) set forth in the PayPal Agreement. Information regarding the fees applicable to Merchant's use of the services provided by PayPal pursuant to this agreement ("Agentic Commerce Fees") is available at the fee page located at <https://www.paypal.com/us/business/paypal-business-fees>. Certain fees, such as LLM or network fees, may fluctuate based on third-party pricing, usage, or other factors. PayPal will pass through to Merchant any such variable or third-party costs, and Merchant agrees to pay all fees listed on or described at the fee page located at <https://www.paypal.com/us/business/paypal-business-fees>, as updated from time to time.
10. **Taxes.** Merchant shall at all times remain responsible for calculating and collecting the appropriate amount of tax and include up-to-date tax calculations and rules in the Merchant OMS. Merchant acknowledges and agrees PayPal is not responsible for and will not collect, remit, or determine taxes applicable to an Agentic Order.
11. **Representations and Warranties.** The Parties each represent and warrant, as applicable, that:
 - a. It will ensure the information the Party provides to the other, including the Product Package and information provided via the Catalog API, Orchestration Interface, Cart API, OMS Functionality, and Merchant OMS is accurate, complete, and up to date;
 - b. It owns or otherwise holds all rights, title, and interest in and to Product Package, Catalog API, Merchant OMS, OMS Functionality, Orchestration Interface, and Cart API necessary to grant the rights set forth in these Terms;
 - c. The grant of rights and the other Party's use of the Product Package, Catalog API, and Merchant OMS, OMS Functionality, Orchestration Interface, and API(s) permitted under these Terms will not infringe upon or violate any intellectual property rights, privacy rights, publicity rights, or any other rights of any third party;

- d. With respect to Merchant only, Merchant has obtained all necessary permissions, releases, or consents (including from photographers, models, manufacturers, and/or other rights holders) with respect to the Product Package and OMS Functionality;
- e. No technology licensed under these Terms will contain any program, routine, device, code, or instructions or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, spyware, bug, error, defect or trap door, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, notifying, interfering with or otherwise harming any of the other Party's computers, systems, networks, data or other electronically stored information, or computer programs or systems.

12. Indemnification.

- a. Merchant shall defend, indemnify, and hold harmless PayPal, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder (collectively, "Losses"), to the extent arising out of or resulting from any claim, action, suit or proceeding brought by a third party alleging or relating to:
 - i. Merchant's breach or non-fulfillment of any representation, warranty, covenant, or obligation under these Terms;
 - ii. Any claim that Merchant's intellectual property or PayPal's use thereof in accordance with these Terms, infringes, misappropriates, or otherwise violates any intellectual property, privacy, publicity, or other rights of a third party;
 - iii. Merchant providing PayPal with incorrect or incomplete information via the Merchant OMS or failing to provide PayPal with correct information via the Merchant OMS;
 - iv. Merchant's gross negligence or willful misconduct;
 - v. Merchant's violation of Applicable Laws;
 - vi. Merchant's omission, inaccuracy, or insufficiency of any product descriptions or required disclosures in the Product Package and/or OMS Functionality.
- b. PayPal shall defend, indemnify, and hold harmless Merchant, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all Losses, to the extent arising out of or resulting from any claim, action, suit or proceeding brought by a third party alleging or relating to:
 - i. PayPal's breach or non-fulfillment of any representation, warranty, covenant, or obligation under these Terms;
 - ii. Any claim that PayPal's intellectual property, including the Orchestration Interface or Merchant's use thereof in accordance with these Terms, infringes, misappropriates, or otherwise violates any intellectual property, privacy, publicity, or other rights of a third party;
 - iii. PayPal's gross negligence or willful misconduct; or
 - iv. PayPal's violation of Applicable Laws.

13. Modification. PayPal may amend, update, or otherwise modify these Terms from time to time in its sole discretion. When required by Applicable Law, PayPal will provide notice of material changes via email to the address in Merchant's PayPal Account or through notification in Merchant's PayPal account. Any such modification shall become effective immediately upon PayPal's transmission of the email notice or notification, unless otherwise specified. For non-material changes, PayPal may provide notice by posting revised terms without separate individual notice. Merchant's continued use of the services described in these Terms after the effective date of any modification constitutes Merchant's acceptance of the modified terms. If Merchant does not agree to the modifications, Merchant may discontinue use of the services in accordance with these Terms.

14. Suspension and Termination. Merchant may suspend or terminate PayPal's access to the OMS upon providing written notice to PayPal at agentic-commerce-support@paypal.com Within ten (10) business days of PayPal's receipt of a valid termination notice, PayPal will stop accessing Merchant's store and catalog data and OMS and

will cease submitting Merchant orders via the Orchestration Interface. PayPal may suspend or terminate Merchant's access to the Service by providing five (5) days' notice to Merchant.

- 15. Data Protection.** To the extent a Party processes any personal data pursuant to these Terms, Merchant and PayPal will each be an independent data controller (and not joint controllers), meaning each Party separately determines the purposes and means of processing such personal data and each Party's processing of any personal data shall comply with Applicable Law. Each Party also has and will follow its own independently determined privacy statements, notices, policies, and procedures for any such personal data that it processes in connection with these Terms.

Each Party will:

- implement and maintain all appropriate security measures in relation to the processing of such personal data;
- maintain a record of all processing activities carried out under these Terms; and
- not knowingly or intentionally do anything, or knowingly or intentionally permit anything to be done, which might lead to a breach by the other party of the applicable data protection laws.

- 16. Disclaimers.** Merchant shall at all times remain fully responsible for, and PayPal disclaims all liability with respect to (i) any consumer claim, including product warranty, product liability, product defect, property damage, personal injury, or consumer protection claims, related to the goods or services sold by Merchant via Agentic Orders; and (ii) any claim related to the accuracy, quality, currentness, or completeness of the Product Package or other order related data (e.g. tax information) for Agentic Orders.

- 17. Addendum Integration.** These Terms is incorporated into and made part of the PayPal Agreement. In the event of any conflict between these Terms and the PayPal Agreement, the terms of these Terms shall govern with respect to the contents contained in these Terms. Except as specifically modified by these Terms, all other terms and conditions of the PayPal Agreement remain in full force and effect.