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**Real-Time Customer Data Platform
Real-Time Customer Data Platform – B2B Edition
Real-Time Customer Data Platform – B2P Edition
Adobe Experience Platform Activation
Adobe Experience Platform Activation – B2B Edition
Adobe Experience Platform Activation – B2P Edition**

(2021v1)

1. Customer Responsibilities. Customer is solely responsible for:

- 1.1 all testing of Customer Customizations, including security testing;
- 1.2 ensuring that all data ingested into the Products and Services adheres to XDM standards;
- 1.3 ensuring that all data ingested into the Covered Service has been assigned the appropriate DULE label(s);
- 1.4 ensuring that appropriate data use policies (e.g., based on Customer’s privacy notices, contractual rights, and consent-based rights) have been implemented, and are executed, within the Covered Service; and
- 1.5 ensuring that the Privacy Service API is only used to process data access, correction and deletion requests originated by individual data subjects.

Adobe will not be responsible for (a) any failure in the operation of the Covered Service caused by Customer’s failure to meet the obligations outlined in sections 1.1 to 1.4 above or (b) the security of the Covered Service caused by Customer Customizations.

2. Data Retention

- 2.1 **Profile Service.** Behavioral/time series data appended to any Profile may be deleted from the Covered Service 30 days from the date of its addition to a Profile or until some alternative time period selected by Customer within the Covered Service.
- 2.2 **Data Lake.** Customer Data stored in the Data Lake will be retained:
 - (A) for 7 days to facilitate the onboarding of Customer Data into the Profile Service, after which it may be permanently deleted;
 - (B) for 180 days to facilitate any use case involving Customer AI Intelligent Service training or processing, after which it may be permanently deleted; or
 - (C) until deleted by Customer.

3. Transmitted Data. Customer may use Covered Services to send specified Transmitted Data to Targeted Destinations. Customer is responsible for ensuring that any use or combination of the Transmitted Data by Customer or Targeted Destinations to which Transmitted Data is sent complies with all applicable laws, guidelines, regulations, codes, rules, and established industry best practices for data usage and privacy (such as the DAA Self-Regulatory Principles or NAI Code of Conduct as applicable).

4. Use of a Targeted Destination. The transfer of Transmitted Data to a Targeted Destination does not grant to such Targeted Destination the right to (i) access Adobe’s online reporting interface or tools, or (ii) receive Reports. Adobe does not control, or have responsibility for, either the use of the Transmitted Data by Customer through the Targeted Destination or for Customer’s combination of the Transmitted Data with any other data through the Targeted Destination’s technology or services. Customers using People-based Destinations must

(a) anonymize (e.g., through “hashing” or substantial redaction) any unique identifiers in the Transmitted Data to be sent to People-based Destinations and (b) obtain any necessary permissions from its site visitors (as may be required by law or applicable self-regulatory principles and industry guidelines). Customer acknowledges and agrees that Adobe does not and cannot guarantee the availability of specific Targeting Destinations.

5. **Protected Data.** Customer must ensure that neither Customer nor any Targeted Destination to which Customer sends its data combines or otherwise links Directly Identifiable Data with Protected Data or takes any other action that would convert Protected Data to Directly Identifiable Data. Customer must properly label Protected Data within the Covered Services and ensure that policies are established and executed to prevent the combination or linking of Protected Data and Directly Identifiable Data.
6. **Additional Claims.** Customer’s indemnification obligations set forth in the General Terms will also apply to third-party Claims that relate to or arise from the use, display, exchange, or transfer of Transmitted Data between and among Targeted Destinations, Customer and Adobe. The additional Claims in this section are treated as Data Privacy Claims or Other Claims as described in the applicable General Terms. The Limitation of Liability provision in the applicable General Terms does not apply to third-party Claims brought against Adobe by social media targeting platforms (e.g., Facebook, Google, Twitter or Amazon) that arise from Customer’s use of the Covered Service.
7. **Definitions.**
 - 7.1 **“Covered Service”** means one or more of the following: (i) Real-Time Customer Data Platform; (ii) Real-Time Customer Data Platform – B2B Edition; (iii) Real-Time Customer Data Platform – B2P Edition; (iv) Adobe Experience Platform Activation; (v) Adobe Experience Platform Activation – B2B Edition; or (vi) Adobe Experience Platform Activation – B2P Edition, as identified in an applicable Sales Order.
 - 7.2 **“Customer Customizations”** means the customizations made to the Covered Service by Customer or at Customer’s direction. 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.
 - 7.3 **“DAA”** means Digital Advertising Alliance.
 - 7.4 **“Directly Identifiable Data”** means data that can be used to directly identify a specific natural person (rather than their device), including Stable Identifiers such as their telephone number, email address, government issued identification number, name, postal address.
 - 7.5 **“Directly Identifiable Profile”** means a merged Profile that includes Directly Identifiable Data.
 - 7.6 **“DULE”** means Adobe’s Data Usage, Labeling and Enforcement governance framework.
 - 7.7 **“NAI”** means National Advertising Initiative
 - 7.8 **“People-based Destinations”** means people-based Targeted Destination (e.g., social networks) that require the use of hashed identifiers.
 - 7.9 **“Profile”** means a record of information representing an individual (including Directly Identifiable Profiles and Pseudonymous Profiles) as represented in the Profile Service.
 - 7.10 **“Protected Data”** means any Pseudonymous Profile data:
 - (A) intended to be used for Online Behavioral Advertising (as defined by the DAA); or
 - (B) that Customer (or its third-party data providers) have otherwise identified as data that cannot be combined with Directly Identifiable Data.
 - 7.11 **“Pseudonymous Profile”** means a merged Profile that includes no Directly Identifiable Data.

- 7.12 “**Stable Identifier**” means any identifier other than a cookie ID or device ID.
- 7.13 “**Targeted Destinations**” means any entity (e.g., demand-side platform, ad server, or content management platform, or any other partner of Customer) that has:
- (A) entered into:
 - (1) an agreement with Customer authorizing such entity to access and use Transmitted Data; or
 - (2) a data access agreement with Adobe to access and use Transmitted Data sent on behalf of, and as directed by Customer; and
 - (B) an active integration with Adobe for use with the applicable Covered Service.
- 7.14 “**Transmitted Data**” means Customer Data imported into, or exported from, the On-demand Service.
- 7.15 “**XDM**” means the Experience Data Model documented at <https://github.com/adobe/xdm>.