



PSLT - Adobe GenStudio for Performance Marketing (2024v2)

1. **Product Description.** Additional product limitations are detailed in the Product Description for GenStudio for Performance Marketing found here: <https://helpx.adobe.com/legal/product-descriptions.html>.
2. **Service Level Agreement.** Adobe's service commitments for GenStudio for Performance Marketing are detailed in the Unified SLA found here: <https://www.adobe.com/legal/service-commitments.html> (together the "Service Level Agreement").
3. **Generative AI Features.** Any use of Generative AI Features is subject to the Specific Licensing Terms for Adobe Experience Cloud Generative Artificial Intelligence Features found here: <https://www.adobe.com/legal/terms/enterprise-licensing/genai-ww.html> ("Adobe Experience Cloud GenAI Terms").
4. **Adobe Express.** Any use of Adobe Express licensed as part of GenStudio for Performance Marketing (including any features of Adobe Firefly that may be available through Adobe Express) is governed by the Adobe Express with Firefly Product Specific Licensing Terms available here <https://www.adobe.com/go/PSLT-adobe-express-firefly>.
5. **Data Retention.**
 - a. Customer Data stored within the Content functionality will be available to Customer for 30 days after the expiration or termination of the License Term in the same format then available within GenStudio for Performance Marketing.
 - b. Customer Data stored within the Brands, Products, and Personas, and Campaigns functionalities, and Input and Output of the Create functionality, will be available to Customer until the expiration or termination of the License Term.
 - c. Customer Data stored within the Insights functionality will be available to Customer until 13 months after import into such functionality.
6. **No Personally Identifiable Information.** Customer will not directly or indirectly submit any personally identifiable information into any features or functionalities of GenStudio for Performance Marketing, including any Generative AI Features.
7. **No Sensitive Personal Data Integrations.** Customer cannot use any integrations between GenStudio for Performance Marketing and other Products and Services if such other Products and Services are used by Customer as part of a HIPAA-ready solution or other Sensitive Personal Data-ready solution.
8. **Supported Languages.** Except as provided in the GenStudio for Performance Marketing Documentation or user interface, GenStudio for Performance Marketing does not support non-English Inputs or Outputs for Generative AI Features, and Customer will not submit any such Inputs or use any such Outputs.
9. **Software Updates.** During the License Term, GenStudio for Performance Marketing includes the updates that are released to the general GenStudio for Performance Marketing customer base ("Updates"). The Updates may include emergency updates necessary for the security of GenStudio for Performance Marketing or to address issues causing Adobe not to meet its service commitments. Updates may be implemented by Adobe as needed.
10. **Representations and Warranties.** Customer represents and warrants that for Customer Data, through ownership or a valid license, it has sufficient rights for Adobe's use thereof as contemplated by the Agreement, and for Customer's use in connection with the Products and Services, and that the Customer Data, and the aforementioned uses thereof, comply with all applicable laws and regulations and do not infringe, misappropriate, or otherwise violate the rights (including intellectual property and privacy rights) of any person or entity.
11. **Customer Responsibility for Evaluating Content.** GenStudio for Performance Marketing has certain features that facilitate the evaluation of images, text, or other content by Customer and its Users along multiple dimensions (for example, "brand check" features, review and approval features, or similar). Customer acknowledges that (1) any such features are simply suggestions or tools to assist Customer and its Users in their own independent evaluations of content, (2) such features may leverage generative artificial intelligence and may be inaccurate, (3) any mark of "approved" (or similar) does not constitute approval by Adobe, and (4) any suggestions that content conforms or does not conform with requirements or guidelines (e.g., brand guidelines) is simply a suggestion and not to be relied on. Customer is and remains solely responsible for determining whether Customer Data is legal, appropriate, approved, usable, and compliant with Customer's

requirements and guidelines (including brand guidelines). Customer will not rely, and will ensure its Users do not rely, on any features or functionalities of GenStudio for Performance Marketing in making such determinations.

12. **Beta Technology.** Certain features or functionalities of GenStudio for Performance Marketing may be designated as “beta”, “alpha”, “early access” or similar, including by labels within the user interface, which indicates that the features or functionalities are in beta (“**Beta Features**”). Customer hereby acknowledges that Beta Features are provided “as is” without warranty of any kind. Adobe shall have no obligation to maintain, correct, update, change, modify, make generally available, or otherwise support any Beta Features. Customer is advised to use caution and not to rely in any way on the correct functioning or performance of any Beta Features or accompanying materials. Beta Features are considered Confidential Information of Adobe. Beta Features are not Indemnified Technology and are not covered by any service level agreement. Customer hereby assigns to Adobe any feedback, information, suggestions, improvements, ideas, or recommendations provided by Customer relating to the Beta Features (collectively “**Feedback**”), including all rights, title, and interest in and to such Feedback. Adobe may develop, modify, improve, support, customize, and operate its products and services based on information that Adobe collects on Users’ interactions with the Beta Features. Additional terms regarding particular Beta Features may be specified in the User Interface or Documentation, and such additional terms will apply to Customer’s and its Users’ access and use of such Beta Features.
13. **Media Partner Accounts.** GenStudio for Performance Marketing has certain features that allow Customer to connect Customer’s Media Partner Accounts to the Products and Services.
 - a. Customer represents and warrants that it has all rights necessary to authorize access to the Media Partner Accounts and the Media Partner Account information. Customer will notify Adobe prior to any changes to Media Partner Account Information and will promptly provide updated Media Partner Account Information to Adobe, so that Adobe’s access to Customer’s Media Partner Accounts will not be interrupted. Customer authorizes Adobe to access Customer’s Media Partner Account(s) for the purposes of submitting and retrieving Media Partner Account information and taking any actions with respect to Media Partner Account(s) and Media Partner Data as Adobe reasonably deems appropriate in providing the Products and Services. Adobe reserves the right to provide a redacted copy of this Agreement (or require that Customer provide a letter of authorization) to any Media Partner that requires confirmation of Adobe’s authorization from Customer to access Customer’s Media Partner Accounts for the foregoing purposes. Customer remains solely responsible for all activities occurring under its Media Partner Account(s) except to the extent Adobe accesses such Media Partner Account(s) in breach of this section. Adobe is not responsible for any fees or charges associated with Media Partner Accounts or any contracts between Customer and Media Partners.
 - b. **Data Usage.** Customer may use Media Partner Data only in connection with features and functionalities of GenStudio for Performance Marketing that support the intake, analysis, and use of Media Partner Data, as described further in the Documentation.
 - c. **Media Partners’ Compliance.** Customer is solely responsible for ensuring that Media Partners comply with applicable laws, guidelines, regulations, codes, and rules and that Media Partners provide a privacy policy that complies with applicable laws and regulations. Customer will promptly notify Adobe (unless prohibited by applicable law) following receipt of any complaint or notice of investigation arising from or relating to its ads and Customer’s obligations hereunder.
14. **Additional Definitions.**
 - a. These Product Specific Licensing Terms refer to various capitalized functionalities, including Campaigns, Content, Create, Insights, Personas, Products, and Brands functionalities. Each such reference to a capitalized functionality means the respective functionality of GenStudio for Performance Marketing as described further in the Documentation, and includes such functionality as it may be referred to under any successor names.
 - b. “**Customer Data**” is defined in the Adobe General Terms. Where Customer Content is defined separately in the Adobe General Terms, Customer Data includes Customer Content.
 - c. “**Generative AI Feature**” is defined in the Adobe Experience Cloud GenAI terms.
 - d. “**Input**” is defined in the Adobe Experience Cloud GenAI terms.
 - e. “**Media Partner Account**” means Customer’s advertising account with a Media Partner that is supported by and linked to GenStudio for Performance Marketing.
 - f. “**Media Partner**” means, as applicable, a third-party ad network, social media network, data management platform, search engine, website or app on which media may be directly purchased, or other digital advertising

technology vendors of Customer, in each case including only those which are supported by GenStudio for Performance Marketing.

- g. **“Media Partner Data”** means data and content imported into GenStudio for Performance Marketing from Media Partner Accounts.
- h. **“Output”** is defined in the Adobe Experience Cloud GenAI terms.