PSLT – Adobe Journey Optimizer (2024v1)

1. **Customer Responsibilities.** Customer is solely responsible for:

   1.1 ensuring compliance with Applicable Rules;

   1.2 all testing of Customer Customizations, including security testing;

   1.3 ensuring that all data ingested into Adobe Journey Optimizer adheres to XDM standards;

   1.4 ensuring that all data ingested into Adobe Journey Optimizer has been assigned the appropriate DULE label(s);

   1.5 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 Adobe Journey Optimizer;

   1.6 using reliable authentication techniques (e.g., SPF, DKIM) for the domain names used to send email communications if Customer does not delegate a sub-domain to Adobe; and

   1.7 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 any failure in the operation or security of Adobe Journey Optimizer caused by Customer Customizations or Customer's failure to meet the obligations outlined in sections 1.1 to 1.6 above.

2. **Channel Limitations**. Some Channels may require third-party services to execute the delivery of communications, and Customer will need to purchase a third-party service to execute the delivery.

3. **Delivery Errors**. Adobe is not responsible for the non-delivery or delay of email messages that occur due to email address errors, hard bounces, soft bounces, email filters of mail clients, email blocklists, etc. The foregoing types of errors can also adversely impact email delivery performance and Adobe is not liable for degradation caused by such errors.

4. **Data Retention**.

   4.1 **Profile Service.** Behavioral/time series data appended to any Profile may be deleted from Adobe Journey Optimizer 30 days from the date of its addition to a Profile or until some alternative time period selected by Customer within Adobe Journey Optimizer.

   4.2 **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 Services, after which it may be permanently deleted; or

      (B) until deleted by Customer.

   4.3 **AI Assistant**. AI Assistant Inputs and Outputs (as defined in the Adobe DX GenAI Terms) may be deleted after 30 days.

5. **Ad Targeting.** Customer may not use Adobe Journey Optimizer or transmit data from Adobe Journey Optimizer for the purpose of conducting targeted display advertising on any site or application that is not owned by Customer.

6. **Adobe Journey Optimizer Starter**. Except for sections 1.6, 2, 3, and 7.4, this PSLT – Adobe Journey Optimizer applies to the licensing of Adobe Journey Optimizer Starter.

7. **Generative AI Features.** Any use of Generative AI Features (as defined in the Adobe Experience Cloud GenAI Terms) is also 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").

8. **Product Description.** The description of the Covered Service, including entitlements, scoping parameters, and limits, is detailed in the applicable Product Description found here: https://helpx.adobe.com/legal/product-descriptions.html.

9. **Definitions.**

   9.1 **"AI Assistant"** means a Generative AI Feature that provides a conversational natural language integration with the Covered Service.

   9.2 "**Covered Service**" means Adobe Journey Optimizer as identified in an applicable Sales Order.

   9.3 **"Customer Customizations"** means the customizations made to Adobe Journey Optimizer 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.

   9.4 **"Applicable Rules"** means all applicable laws, guidelines, regulations, codes, rules, and Industry Standard Best Practices in connection with Customer's use of the Products and Services.

   9.5 **"DULE"** means Adobe's Data Usage, Labeling and Enforcement governance framework.

   9.6 **"Industry Standard Best Practices"** means the Adobe Acceptable Use Policy located at www.adobe.com/legal/terms/aup.html or a successor website thereto.

   9.7 **"XDM"** means the Experience Data Model documented at https://**github**.com/adobe/xdm.