



PSLT – Adobe Workfront (2024v1)

- 1. License Scope.** Notwithstanding anything to the contrary in the Agreement, Customer may assign Users and give access to the On-demand Services to Customer’s affiliate companies, partners, vendors and customers, solely in their capacities as such in relation to Customer and within the scope of Customer’s business projects or environment, with Customer being responsible for their acts and omissions.
- 2. Data Retention.** During the License Term, Customer Data and Customer Content stored in the On-demand Services will be retained during the License Term until deleted by Customer, subject to Customer’s overall storage limits, as detailed in the applicable Sales Order. Notwithstanding the foregoing, AI Assistant Inputs and Outputs (as defined in the Adobe Experience Cloud GenAI Terms) may be deleted after thirty (30) days.
- 3. Over-Usage Charges.**

If Customer deploys in excess of the purchased license quantity (“Baseline”), Adobe may bill in arrears 100% of the true-up fees (“Over-Usage Charges”). Over-Usage Charges are determined by multiplying the fee per license at the rate stated in the Sales Order by the Annual Average Over-Deployment Count. Over-Usage Charges shall be calculated and billed annually on the anniversary of the contract period start date. For subsequent annual periods remaining under the contract term, the Baseline will be increased to reflect the most recent Annual Average Over-Deployment Count and the Customer will be billed for the increase in Baseline license count at the standard license rate. The highest total number of licenses over-deployed above the Baseline on any given day during the month is the “Monthly High-water Mark.” The “Annual Average Over-Deployment Count” means a license count calculated by (i) summing up the Monthly High-water Mark for each of the most recent 12 Months of the applicable annual term, and (ii) dividing the sum by 12 (prorating accordingly if necessary). Auto-upgrades, as defined in the Workfront Product Description, shall not apply toward license count when calculating the Annual Average Over-Deployment Count or determining an increased Baseline.

a. Over-Usage Charges (Workfront Fusion).

If Customer has purchased Workfront Fusion, Adobe may, on an annual basis, bill in arrears for additional Fusion Add-Ons to address Customer's excess usage if Customer’s average monthly operations during the previous 12 months exceed the operations permitted under Customer’s purchased Fusion Add-Ons.

b. Over-Usage Charges (Workfront Planning).

If Customer has purchased Workfront Planning or Workfront Planning Plus and deploys in excess of the volume of Records (total Records or Records per Workspace) allocated in their package tier, Adobe may initiate recontacting of license terms to either (a) upgrade Customer package tier (i.e. from Planning to Planning Plus) OR (b) include additional volume of Records allocation upon the anniversary of the Contract Period Start Date.

c. Over-Usage Charges (Workfront Data Connect).

If Customer has purchased Workfront Ultimate or Workfront Data Connect, Adobe may, on an annual basis, bill in arrears for additional Data Connect Add-Ons to address Customer's excess usage if Customer’s average monthly Compute Hour (as defined in the Workfront Data Connect product description) usage during the previous 12 months exceed the Compute Hours permitted under Customer’s total purchased package allotment.

- 4. Support.** If Customer has purchased the legacy Workfront Team or Workfront Professional licenses, notwithstanding anything to the contrary in the Agreement, support will only be available to Customer Monday through Friday from 6:00 AM to 6:00 PM (Mountain Time in the Americas; Greenwich Time in Europe, the Middle East, and Africa; and Australian Eastern Time in APAC), excluding national holidays and Adobe designated holidays.
- 5. 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”).