

## PSLT – Adobe Developer App Builder (2022v1)

- **1. Customer Responsibilities.** Customer is solely responsible for creating and testing Customer Customizations for the purpose of evaluating potential integrations with other Adobe Products and Services.
- 2. Development Consultant. Any Development Consultant(s) appointed by Customer under this PSLT works expressly and exclusively at Customer's direction and Customer is responsible for any acts or omissions of such Development Consultant(s). Adobe may deny access to any Development Consultant, Adobe solely deems is adversely impacting any App Builder services (e.g., Adobe I/O runtime, CDN file storage, and key value storage). References to Customer in this PSLT refer to both Customer and its Development Consultant(s).
- 3. Customer Backups. Customer Data, Customer Content and Customer Customizations, including source code, stored within App Builder will no longer be available to Customer immediately upon expiration or termination of the License Term. Customer acknowledges and agrees not to use App Builder as Customer's sole repository for Customer Customizations. Customer further acknowledges that deleting a project within the App Builder developer console will irretrievably delete any code therein.
- **4. Permitted Use.** Adobe may access, use, copy and store Customer Data, Customer Content, Customer Customizations, User interactions, and App Builder system performance and usage metrics to test App Builder and derive information which may be used to develop, build, modify, improve, support, and operate App Builder.
- **5. Product Description.** Product limitations are detailed in the Product Description for Adobe Developer App Builder found here: <a href="https://helpx.adobe.com/legal/product-descriptions.html">https://helpx.adobe.com/legal/product-descriptions.html</a>.

## 6. Additional Definitions

- "Customer Customizations" means the customizations made to or within App Builder by Customer or at Customer's direction, including but not limited to single-page applications and microservices developed with App Builder. Customer Customizations do not constitute Indemnified Technology. 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. Where App Builder is added to, integrated with, or otherwise used in conjunction with, other Products and Services, those Products and Services' respective PSLTs will also apply to Customer's use of App Builder, including any requirements related to customizations or integrations developed using App Builder for such Adobe Product or Service.
- "Development Consultant" means a third-party systems integrator that (a) Customer has authorized, under the General Terms, to access, test and customize App Builder, and (b) has a minimum of one individual on the development team who has a current and applicable developer certification (including for the product to which App Builder is added onto if applicable) and will be significantly engaged and involved in the App Builder development project.