PSLT- Adobe Campaign On-demand Services for Hybrid Deployments: Cloud Messaging & Transactional Messaging (2015v2.1)

1. **Compliance with Applicable Rules and Laws**

    1.1   Customer agrees to comply with all Applicable Rules and the following in connection with the use of the On-demand Services described in this PSLT:

    (A) Customer will provide recipients with the means to unsubscribe and therefore no longer receive commercial email communications.

    (B) Customer will refrain from sending unsolicited email communications.

    (C) Customer will populate the "From" and "Subject" fields of the email communications with true, accurate and unambiguous information.

    (D) Customer will use reliable authentication techniques (e.g., SPF/senderID, DK/DKIM) for the domain names used to send email communications.

    1.2   Customer is solely responsible for obtaining any necessary clearances, consents and approvals from end users under Applicable Rules for any data gathered through Adobe Campaign. For example, if Customer utilizes the SMS Channel, Customer is responsible for complying with Applicable Rules such as the terms of the Mobile Marketing Association Code of Conduct). It is Customer's sole responsibility to comply with all Applicable Rules. Customer further acknowledges that Adobe is only acting as a "data processor" or a "data intermediary" on behalf of Customer, and that Customer is the "data controller" or equivalent under applicable privacy and data protection laws (including EU Directive 95/46 if Customer is a resident of the EU).

2. **Hybrid Deployment.** The On-demand Services described in this PSLT are available only to Customers who have a valid license to Adobe Campaign On-premise Software.

3. **Transactional Messaging.** Transactional Messaging On-demand Service may be licensed only by Customers who also license Cloud Messaging On-demand Service.

4. **Image Serving**. Image Serving may be used only to serve images embedded within an email.

5. **Upgrades or Updates.** Adobe will provide Customers with access to generally available upgrades and enhancements to the enabled features of the On-demand Services without additional fees. With some new releases of Adobe Campaign, including changes to the On-demand Services, or with some upgrades to the enabled features of the On-demand Services, Customer may need to purchase consulting services or professional services if it chooses to migrate its prior customizations or configurations to the new release or upgrade.

6. **Delivery.** Adobe is not responsible for the non-delivery of any messages that occur due to Delivery Errors. Delivery Errors can also, in general, adversely impact message delivery performance and Adobe is not liable for performance degradation caused by such Delivery Errors.

7. **Transactional Messaging**. Customer will be charged an annual IT infrastructure fee based on the specified number of Dedicated Servers necessary to support its anticipated transactional email volumes

8. **Dedicated IT infrastructure and Performance Degradation**. If Customer's dedicated IT infrastructure is insufficient to handle Customer's volume of communications and interactions in connection with the Managed Services, then Adobe will not be responsible for degraded performance or system failures. Adobe also is not responsible for the non-delivery of email messages that occur due to email address errors, hard bounces, soft bounces, email filters of mail clients, email blacklists, etc. The foregoing types of errors (email address errors, hard bounces, soft bounces, reputation of customer over time, email blacklists, etc.) can also, in general, adversely impact email delivery performance and Adobe is not liable for degradation caused by such errors.

9. **Definitions.**

9.1 **"Applicable Rules"** means all applicable laws, guidelines, regulations, codes, rules, terms and conditions.

9.2 **"Delivery Errors"** means errors that result in non-delivery of a message including but not limited to email address errors, hard bounces, soft bounces, email filters of mail clients, and email blacklists.