

## PSLT - Adobe Campaign Standard On-demand Services (2019v1)

## 1. Compliance with Applicable Rules.

- 1.1 Customer will comply with Applicable Rules.
- 1.2 If Customer does not delegate a sub-domain to Adobe, then Customer will use reliable authentication techniques (e.g., SPF, DKIM) for the domain names used to send email communications.
- 1.3 Customer will obtain any necessary clearances, consents and approvals from end users under Applicable Rules for any data gathered through the On-demand Services.
- **2. Test Instance.** Customer is responsible for testing configurations on the Test Instance prior to deploying them in production.

## 3. Channels.

- 3.1 License. Customer must license at least one Channel in order to use the On-demand Services.
- 3.2 **Inbox Rendering.** In order to use Inbox Rendering, Customer must license the email Channel.
- **4. Dynamic Reporting.** Adobe Campaign Standard's dynamic reporting functionality allows Customer to build and access reports, which can include certain types of Profile data. If Customer chooses to use Dynamic Reporting for data subjects located in Europe, Customer will not include Prohibited Data in Dynamic Reporting.
- **5. Image Serving**. Image Serving may be used only to serve images embedded within an email, landing pages, and rich push notifications.
- **6. Channel Limitations.** Some Channels may require third-party services to execute on the delivery of communications, and Customer will need to purchase a third-party service to execute that delivery.
- 7. **Delivery Errors.** Adobe 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 can also adversely impact email delivery performance and Adobe is not liable for degradation caused by such errors.
- **8. Data Retention.** Customer may delete or retain Customer Data and Customer Content during the License Term, subject to allowed storage capacity. In the event that storage capacity is exceeded, Customer shall pay the applicable storage fees for such excess.

## 9. Definitions

- 9.1 **"Applicable Rules"** means all applicable laws, guidelines, regulations, codes and rules and Industry Standard Best Practices in connection with Customer's use of the Products and Services.
- 9.2 **"Industry Standard Best Practices"** means Adobe Campaign Acceptable Use Policy located at <a href="https://www.adobe.com/legal/terms/aup.html">www.adobe.com/legal/terms/aup.html</a> or a successor website thereto.
- 9.3 "Instance" means the entirety of the binaries of Adobe Campaign software combined to implement a unique Adobe Campaign database. This unique entity is characterized by a group of parameter settings defined in a parameter definition table (table xtk entity).
- 9.4 **"Prohibited Data"** means data which would allow Adobe to identify a specific natural person (rather than their device), such as a person's telephone number, email address, government issued identification number, name, or postal address.
- 9.5 **"Test Instance**" means an Instance intended to allow only for reasonable configuration testing of out-of-the-box features of Adobe Campaign Standard, as described further in the applicable product description.