



PSLT - Adobe Campaign Standard On-demand Service (2015v2.1)

1. Compliance with Applicable Rules and Laws

1.1 Customer agrees to comply with Applicable Rules in connection with the use of the On-demand Services described in this PSLT, including but not limited to the following:

- (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) Email communications will not contain information construed to be pornographic, defamatory, libelous, hate speech, or racist.
- (D) Customer will populate the "From" and "Subject" fields of the email communications with true, accurate and unambiguous information.
- (E) If Customer is not working with Adobe through a sub-domain delegation, then, the 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. 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. **Test Instance.** Customer is solely responsible for all testing performed on the Test Instance, including security testing. Neither the Test Instance, nor any configurations or implementations made thereto, constitute Indemnified Technology.

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

4. **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.

5. **Integration Features.** Adobe grants Customer a license to use these features solely to the extent that Customer has a valid license to the Adobe Campaign Standard and to the other service(s) or solution(s) to which it integrates.

6. **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.

7. **IT infrastructure and Performance Degradation.** If Customer's licensed IT infrastructure is insufficient to handle Customer's volume of communications and interactions in connection with the On-demand 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.

8. **Data Retention.** If Customer exceeds its SFTP account storage quota, Adobe may remove those data files that exceed the storage quota that are older than 15 days without prior notice to Customer.

9. Definitions

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

9.2 "**Instance**" means the entirety of the binaries of Adobe Campaign Standard 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).

- 9.3 **“Integration Features”** means features of the On-demand Services are designed to allow integration with other Adobe services and solutions.
- 9.4 **“Test Instance”** means an Instance intended to allow only for reasonable non-production development and configuration testing of out-of-the-box features of Adobe Campaign Standard, as described further in the Documentation.