

PSLT – Customer Journey Analytics (2024v2)

- 1. Customer Responsibilities. Customer is solely responsible for:
 - 1.1 all testing of Customer Customizations, including but not limited to security testing;
 - 1.2 ensuring that all data ingested into Customer Journey Analytics adheres to XDM standards;
 - ensuring that all data ingested into Customer Journey Analytics has been assigned the appropriate DULE label(s) and data usage policies;
 - ensuring that Customer's configuration of Customer Journey Analytics and data usage policies have been properly implemented, and are enforced as applicable, within the Products and Services in accordance with Customer's privacy policy, contractual rights and obligations, and consent-based rights;
 - ensuring that necessary end user permissions are obtained as may be required under applicable law or industry guidelines for the use of Customer Journey Analytics; and
 - ensuring that the Privacy Service API is only used to process data access, correction and deletion requests originated by individual data subjects.

Adobe will not be responsible for any failure in the operation of Customer Journey Analytics caused by Customer's failure to meet the obligations outlined in sections 1.1 and 1.6 above.

2. Data Retention.

- 2.1 Adobe Analytics Source Connector. Customer Data imported from Adobe Analytics through the Adobe Analytics Source Connector and stored in the Adobe Experience Platform Data Lake will be retained in accordance with the data retention period as configured in Adobe Analytics, unless the data retention period for Adobe Experience Platform Data Lake is modified by Customer. Customer's data retention period in Adobe Experience Platform Data Lake must be the same as, or shorter than, Customer's data retention period in Adobe Analytics.
- 2.2 **Data Lake.** Customer Data stored in the Adobe Experience Platform Data Lake and Customer Journey Analytics will be retained in accordance with data retention settings as configured by Customer or otherwise deleted by Customer, except as provided in section 2.1 above.
- 2.3 **Al Assistant**. Al Assistant Inputs and Outputs (as defined in the Adobe Experience Cloud GenAl Terms) may be deleted after 30 days.
- 3. Transmitted Data. Customer may use Customer Journey Analytics to send specified Transmitted Data to current Customer Journey Analytics Third-Party Provider Destinations. Customer represents and warrants that any use, display, exchange, transfer or combination of the Transmitted Data by Customer or Third-Party Provider Destinations to which Transmitted Data is sent, complies with all applicable laws, regulations and industry guidelines.
- 4. Use of a Third-Party Provider Destination. The transfer of Transmitted Data to a Third-Party Provider Destination does not grant to such Third-Party Provider Destination the right to (i) access Adobe's online reporting interface or tools; or (ii) receive Reports. Adobe does not control, or have responsibility for, either the use of the Transmitted Data by Customer through the Third-Party Provider Destination or for Customer's combination of the Transmitted Data with any other data through the Third-Party Provider Destination's technology or services. Customer acknowledges and agrees that Adobe does not and cannot guarantee the availability of any Third-Party Provider Destinations.

- 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").
- **6. Product Description.** Product limitations are detailed in the applicable Product Description for Customer Journey Analytics found here: https://helpx.adobe.com/legal/product-descriptions.html.
- 7. Restricted Country. Customer is not permitted to use or allow its Users to use Customer Journey Analytics or any underlying Products and Services in any Restricted Country. "Restricted Country" means mainland China, Russia and any other country where access or usage is restricted by local laws.

8. Additional Definitions

- **"Adobe Analytics Source Connector"** means the service that allows for data to flow from Adobe Analytics to Adobe Experience Platform Data Lake.
- **"Al Assistant"** means a Generative Al Feature that provides a conversational natural language integration with Customer Journey Analytics.
- "Customer Customizations" means the customizations made to Customer Journey Analytics by Customer or at Customer's direction. 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.
- **"DULE"** means Adobe's Data Usage, Labeling and Enforcement governance framework.
- 8.5 **"Third-Party Provider Destination"** means any third-party provider (e.g., content management platform, etc.) that has entered into an agreement with Customer authorizing such entity to access and use Transmitted Data.
- 8.6 "Transmitted Data" means Customer Data exported by Customer from Customer Journey Analytics.
- 8.7 "XDM" means the Experience Data Model documented at https://github.com/adobe/xdm.