

## Specific Licensing Terms for a Limited Subset of On-demand Services for Mainland China (2021v2)

1. **“Limited Subset of On-demand Services”** means Adobe Analytics, Adobe Target, Adobe Audience Manager, Advanced Reporting, Commerce Integration Framework, and Adobe Experience Manager Dynamic Media add on, but specifically excluding Audience Marketplace and all other Adobe On-demand Services.
2. **Application.**
  - 2.1 Notwithstanding anything to the contrary in the Regional Services Limitation clause in the General Terms, Customer (and Customer’s Users) may use and access the Limited Subset of On-demand Services: (i) in mainland China; and (ii) in support of Customer’s Sites that are intended for mainland China, subject to the following additional licensing terms.
  - 2.2 Customer’s license to use certain products, offerings, bundles, or functionalities delivered as part of the Limited Subset of On-demand Services is subject to general availability of such products, offerings, bundles, or functionalities.
3. **Restricted Use.** The Limited Subset of On-demand Services must not be used to collect or store any:
  - 3.1 personally identifiable information which would allow Adobe to identify a specific natural person, such as telephone number, email address, government issued identification number, name, postal address etc.; or
  - 3.2 important data (重要信息) as defined under applicable local law, and any other data that is restricted by local laws; and
  - 3.3 may not be used by Customers that are, or that have been identified as, Critical Information Infrastructure Operators (“CIIOs”).
4. **Compliance with Data Laws.** Customer acknowledges that Customer Data and Customer Content uploaded to, or collected by, the Limited Subset of On-demand Services will be processed and stored on servers outside of mainland China. Customer must use the Limited Subset of On-demand Services in compliance with data protection and other applicable laws, including compliance with all notice and consent requirements, and Customer will defend Adobe against any third-party claims arising from its failure to do so. Customer represents and warrants they are not, and have not been identified as, a CIIO.
5. **Reliability of Limited Subset of On-demand Services**
  - 5.1 Each instance set forth in clauses (A) – (C) below constitutes a “Government Action”:
    - (A) a change in applicable law, regulation or standards (or the reasonable interpretation of such law, regulation or standards);
    - (B) direct or indirect action by a government (or its agent), or a government agency or department; or
    - (C) any technical or legal restrictions imposed by a government (or its agents) or a government agency or department.
  - 5.2 Adobe is not liable or responsible for any interruption or delay in relation to the Limited Subset of On-demand Services, any failure of Adobe to fulfil any of its obligations under the Agreement, or Customer’s inability to use or access the Limited Subset of On-demand Services, due to or arising out of a Government Action or issues with local infrastructure impacting connectivity (e.g. the “Great China Firewall”).
  - 5.3 In addition to the termination rights under the Adobe Enterprise Licensing Terms, Adobe may immediately terminate the Limited Subset of On-demand Services by notice to the Customer upon occurrence of a Government Action. Adobe will provide to Customer a refund of any prepaid, unused license fees prorated based on the remaining portion of Customer’s prepaid license period.