

Specific Licensing Terms for a Limited Subset of On-demand Services for Mainland China (2021v3) (“China Licensing Terms”)

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 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 China Licensing Terms. Customer will defend Adobe against any third-party claims arising from Customer’s failure to comply with the China 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.
 - 2.3 Customer acknowledges that the Limited Subset of On-demand Services are global offerings, and that Customer Data and Customer Content are processed and stored outside of mainland China.
3. **Restricted Use.** The Limited Subset of On-demand Services must not be used to collect or store any:
 - 3.1 Sensitive Personal Data, important data (重要数据信息), or core data (核心数据) as defined under local laws, and any other data that is restricted by local laws from being transferred outside of mainland China; and
 - 3.2 may not be used by Customers that are, or that have been identified as, Critical Information Infrastructure Operators (“CIIOs”), or by Customers that are restricted, by local Data Protection Laws, to transfer Customer Data outside of mainland China.
4. **Compliance with Data Laws.** Customer must use the Limited Subset of On-demand Services in compliance with data protection and other applicable laws and regulations, including compliance with all notice and consent requirements. Customer acknowledges that Adobe: (i) only provides the Limited Subset of On-demand Services as a tool for Customer to process Customer Data and Customer Content; (ii) will not have access to Customer Data and Customer Content being processed except to the extent otherwise agreed in the Agreement; (iii) does not use Customer Data or Customer Content for its own purposes, except as may be agreed.
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.