PSLT – Adobe Marketo Optimizer (2026v1)

1. **Customer Responsibilities.** Customer is solely responsible for:

   1.1 ensuring compliance with Applicable Rules;

   1.2 all testing of Customer Customizations, including security testing;

Adobe will not be responsible for (a) any failure in the operation of the On-demand Services caused by Customer's failure to meet the obligations outlined in sections 1.1 to 1.6 above or (b) the security of the On-demand Services caused by Customer Customizations.

2. **Third-Party Services**.

   2.1 Customer may, at its option, decide to utilize Third-Party Services, which are governed by separate agreement(s) between such third parties and Customer, and not this Agreement. Adobe will not be responsible for any defect or failure in Adobe Marketo Optimizer caused by or arising from Third-Party Services or Customer Customizations. Customer is solely responsible for all installation, deployment, support, and testing (security and quality) of Third-Party Services.

   2.2 Customer shall monitor and adhere to any usage and deployment limitations of any Third-Party Service or Customer Site which is required to deploy and/or make visible any functionality of Adobe Marketo Optimizer, including through Distributed Code.

   2.3 Some Channels may require Third-Party Services to execute the delivery of applicable communications, and Customer will need to purchase the Third-Party Service from the applicable third party to execute such delivery. Adobe is not responsible for the collection or management of any opt-in, consent, or unsubscribe status data of any individual to which communications are sent through a Channel executed by a Third-Party Service, and Customer shall ensure that such Third-Party Service is effectively collecting and managing such data.

3. **Deliverability**. 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, and/or any other similar cause therefor. Any of the foregoing can adversely impact Customer's email delivery performance in connection with Customer's use of Adobe Marketo Optimizer and, in such case, Adobe shall not be liable to Customer or any third party for any such adverse impact. Adobe takes no responsibility for any Customer Data or Customer Content elements prohibited by the Adobe Acceptable Use Policy (as defined below).

4. **Product Description**. Product limitations are detailed in the applicable Product Description for Adobe Marketo Optimizer found here: https://helpx.adobe.com/legal/product-descriptions.html.

5. **Definitions.**

   5.1 **"Applicable Rules"** means all applicable laws, guidelines, regulations, codes, rules, and Industry Standard Best Practices in connection with Customer's use of Products and Services.

5.2 "**Channel(s)**" means distinct modes of communication between Customer and a recipient that supports native authoring, delivery, and reporting of Messages.

5.3 "**Customer Customizations"** means the customizations made to Adobe Marketo Optimizer 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.

5.4 **"Industry Standard Best Practices"** means the Adobe Acceptable Use Policy located at www.adobe.com/legal/terms/aup.html or a successor website thereto.

5.5 "**Message"** means an object authored and delivered by Customer using Adobe Marketo Optimizer.

5.6 "**Third-Party Services**" means any and all third-party services (including associated APIs and web service definition files) that Customer uses or deploys in connection with Adobe Marketo Optimizer.