

Specific Licensing Terms for a Limited Subset of On-demand Services for Mainland China (2024v1) (“China Licensing Terms”)

1. **“Limited Subset of On-demand Services”** means Advanced Reporting and Commerce Integration Framework.
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), or core data (核心数据) as defined under Data Protection Laws (as defined in the Data Processing Addendum or ‘DPA’, available at <https://www.adobe.com/au/legal/terms/enterprise-licensing/data-protection.html> or any successor terms) and any other data that is restricted by local applicable 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, from transferring 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 Laws and other applicable laws, regulations, standards and legally binding guidelines and advisory notices, 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 between Adobe and Customer. In the event that Customer requests that Adobe provides assistance to Customer to fulfill its obligations under applicable Data Protection Laws, Adobe may, subject to additional costs (if applicable and as agreed to by Adobe and Customer), provide assistance to the extent that such assistance does not go beyond the standard functionality of the Limited Subset of On-demand Services or the scope of what Adobe generally provides for other customers. For the avoidance of doubt, Adobe has no obligation to (x) agree to implement a Transfer Mechanism (as set out in Section 7 of the Data Processing Addendum), or execute additional data processing-related terms or agreements (with Customer or other third parties), aside from the Agreement and the Data Processing Addendum which apply to Customer’s use of the Products and Services as described under these China Licensing Terms, and (y) provide any assistance that goes beyond the scope of what Adobe generally provides for other customers. If Adobe is unwilling to provide the assistance as requested by Customer, Customer’s sole and exclusive remedy is to terminate the portion of the Limited Subset of On-demand Services entitlement that is meant for its use in mainland China, and Adobe will refund any prepaid unused portion of the applicable license fees.
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 (including Data Protection Laws), regulation, or standards and legally binding guidelines and advisory notices (or the reasonable interpretation of them);

- (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.