



## PSLT – Adobe Journey Optimizer with the Sinch Add-on Messaging Product (2025v1)

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;
  - 1.3 ensuring that all data ingested into Adobe Journey Optimizer adheres to XDM standards;
  - 1.4 ensuring that all data ingested into Adobe Journey Optimizer has been assigned the appropriate DULE label(s);
  - 1.5 ensuring that appropriate data use policies (e.g., based on Customer’s privacy notices, contractual rights, and consent-based rights) have been implemented, and are executed, within Adobe Journey Optimizer;
  - 1.6 using reliable authentication techniques (e.g., SPF, DKIM) for the domain names used to send email communications if Customer does not delegate a sub-domain to Adobe; and
  - 1.7 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 or security of Adobe Journey Optimizer caused by Customer Customizations or Customer’s failure to meet the obligations outlined in sections 1.1 to 1.6 above.
2. **Channel Limitations.** Some Channels may require third-party services to execute the delivery of communications, and Customer will need to purchase a third-party service to execute the delivery.
3. **Delivery Errors.** Adobe is not responsible for the non-delivery or delay of email messages that occur due to email address errors, hard bounces, soft bounces, email filters of mail clients, email blocklists, etc. The foregoing types of errors can also adversely impact email delivery performance and Adobe is not liable for degradation caused by such errors.
4. **Data Retention.**
  - 4.1 **Profile Service.** Behavioral/time series data appended to any Profile may be deleted from Adobe Journey Optimizer 30 days from the date of its addition to a Profile or until some alternative time period selected by Customer within Adobe Journey Optimizer.
  - 4.2 **Data Lake.** Customer Data stored in the Data Lake will be retained:
    - (A) for 7 days to facilitate the onboarding of Customer Data into the Profile Services, after which it may be permanently deleted; or
    - (B) until deleted by Customer.
  - 4.3 **AI Assistant.** AI Assistant Inputs and Outputs (as defined in the Adobe Experience Cloud GenAI Terms) may be deleted after 30 days.

5. **Ad Targeting.** Customer may not use Adobe Journey Optimizer or transmit data from Adobe Journey Optimizer for the purpose of conducting targeted display advertising on any site or application that is not owned by Customer.
6. **Adobe Journey Optimizer Starter.** Except for sections 1.6, 2, 3, and 8.6, this PSLT – Adobe Journey Optimizer applies to the licensing of Adobe Journey Optimizer Starter.
7. **Product Description.** The description of the Covered Service, including entitlements, scoping parameters, and limits, is detailed in the applicable Product Description found here: <https://helpx.adobe.com/legal/product-descriptions.html>.
8. **Additional Terms for Licensing of the Messaging Product.** If Customer is based in the United States or Canada and licenses the right to use the Messaging Product (defined below) through Adobe, the following additional terms apply to Customer’s access and use of the Messaging Product:
  - 8.1. The Parties acknowledge the Messaging Product is made available to Customer as a built-in native integration to Adobe Journey Optimizer (if licensed by Customer). The licensing of Adobe Journey Optimizer with the right to use the Messaging Product, as one combined product, comprises the On-demand Services; therefore, all references to On-demand Services in the Agreement will refer to and apply to the combined product of Adobe Journey Optimizer with the Messaging Product.
  - 8.2. **License and Restrictions.**
    - (A) Customer grants to Adobe (including its Affiliates and subcontractors) a nonexclusive, worldwide right to use and process Customer Data and Customer Content for Adobe to provide and support the Messaging Product.
    - (B) Customer will use the Messaging Product in accordance with the Sinch Documentation. Sinch Documentation may be updated to include new features or other changes to the Messaging Product (collectively, “Modifications”) which Customer may use such Modifications subject to the then-current Sinch Documentation.
    - (C) Customer will use the Messaging Product solely for Commercial Messages. For clarity, Customer is prohibited from using the Messaging Product for mobile to mobile or peer to peer messaging purposes.
    - (D) Customer’s use of the Messaging Product will be limited to the United States and Canada only.
    - (E) Unless agreed to by Adobe in writing, Customer will not use the Messaging Product to transmit Messages with Protected Health Information (PHI). HIPAA and PHI are defined under the Health Insurance Portability and Accountability Act of 1996. In the event Customer is contractually permitted to use the Messaging Product to transmit Messages with PHI, Sinch acts as a Business Associate Subcontractor to Adobe and has committed to notify Adobe within thirty (30) days of a Security Incident or Breach of PHI maintained by Sinch, as a result of Sinch’s role as a Business Associate Subcontractor. Adobe will thereafter notify Customer in accordance with the applicable Business Associate Agreement executed between Adobe and Customer. For clarity, the PHI referred to in this section 8.2(E) is solely limited to the PHI provided by Customer for use in the Messaging Product.
  - 8.3. **Customer Responsibility.**
    - (A) Customer will verify its utilization and management of Customer Data or Customer Content submitted or transmitted in connection with the Messaging Product, including: (i) verifying Recipient's information such as phone number or address and that they are correctly entered

into the Messaging Product, (ii) reasonably notifying any Recipient of the insecure nature of text messaging as a means of transmitting personal data (as applicable), (iii) reasonably limiting the amount or type of information disclosed through the Messaging Product, and (iv) encrypting any personal data transmitted through the Messaging Product where appropriate or required by applicable law (such as through the use of encrypted attachments, PGP toolsets, or S/MIME). When Customer decides not to configure mandatory encryption, Customer acknowledges that the Messaging Product may include the transmission of unencrypted email in plain text over the public internet and open networks.

- (B) Customer will only send Messages to Recipients who have, and continue to, knowingly consent or “opt-in” to receiving such Messages and who have been informed of their rights to, and been given, a free, readily accessible process for cancelling receipt or “opting-out” of receiving future Messages, such as via Recipient text responses of STOP, QUIT, CANCEL, OPT-OUT, and/or UNSUBSCRIBE. Customer will immediately stop sending Messages to a Recipient who has “opted-out” from receiving such Messages. At Adobe’s request, Customer will provide Adobe with proof of any and all such opt-in(s) and opt-out(s) and response time to discontinue transmission of Messages after opt-out, to Adobe’s reasonable satisfaction.
- (C) Customer will not use the Messaging Product or permit the Messaging Product to be used:
  - (1) to transmit any Message or any electronic material (including viruses or other similar destructive computer programming routines) which causes, or is likely to cause, detriment or harm or damage to any network or any computer systems or telecommunications equipment or mobile handsets owned by any person, or to facilitate the transmission or use of any code that would allow any third party to interfere with or access any Customer Data;
  - (2) to send spam, “junk mail” or unsolicited advertising or promotional Messages or material, or to send or knowingly receive or use any Message or material which is obscene, offensive, abusive, harassing, misleading, fraudulent, violent, unethical, indecent, defamatory, discriminatory, threatening, libelous, unlawful or menacing or promotes alcohol abuse or illegal drug use; or
  - (3) to send any Messages that contain medical and/or life-threatening emergency information if such Message is the sole transmission channel to the Recipient with respect to such emergency.
- (D) Customer acknowledges that the Access Numbers used to deliver Messages remain, at all times, the property of and are subject to the applicable terms and conditions imposed by the entity authorized to administer such Access Numbers. Access Numbers used to deliver Messages from the Messaging Product may be at Adobe’s sole discretion and subject to availability. Customer may not use the Access Numbers except for in relation to the provisioning of the Messaging Product.
- (E) Customer will comply with Service Provider Conditions and the Cellular Telecommunications Industry Association (CTIA) Messaging Principles and Best Practices available at <https://www.ctia.org>.
- (F) Customer is responsible for ensuring its account is not used to transmit fraudulent Messages.
- (G) Customer represents and warrants that it will comply with all legal and regulatory requirements applicable to consents, opt-outs, and any other requirements for the transmission of Messages,

including, but not limited to, the Telephone Consumer Protection Act (“TCPA”) and all implementing regulations and Federal Communications Commission (FCC) rules and orders, and the Federal Trade Commission’s (FTC’s) Telemarketing Sales Rule (“TSR”), or any other similar telemarketing laws. Customer represents and warrants that it will comply with Canada's Anti-Spam Legislation (CASL), that: (1) it is sender of the communications, (2) the customer is responsible for documentation, compliance, and record-keeping requirements, and (3) customer is responsible for obtaining all consents required under CASL. For clarity, Customer’s transmission of Messages will be subject to applicable United States federal law or regulation, any Canadian law, and the laws of any United States’ state laws or Canadian provinces, including, but not limited to, Quebec’s Law 25.

- 8.4. **Privacy Requests.** The Adobe Privacy Service is not available for the processing of privacy requests related to Customer’s use of the Messaging Product. Such privacy requests will be referred to as “Sinch Related Privacy Requests.” In delivering the Messaging Product and processing Personal Data contained in Customer Data, Sinch acts as both a sub-processor to Adobe and as independent data controller. In its capacity as a sub-processor, Sinch will implement an auto deletion process effective on April 1, 2025, which deletes Messages within thirty (30) days from the date of transmission applicable to each Message transmitted via the Messaging Product (“Sinch Auto Deletion Process”). Customer acknowledges that the Sinch Auto Deletion Process will not be available until April 1, 2025. Prior to April 1, 2025, Sinch Related Privacy Requests will be forwarded to Sinch and handled on an individual basis by Sinch. The Sinch Auto Deletion Process is solely managed by Sinch. In its capacity as an independent data controller, Sinch will retain and delete data as set out in the Sinch Privacy Notice, available at <https://sinch.com/legal/privacy-notice/>. Other than as described above, privacy requests applicable to Customer’s use of Adobe Journey Optimizer will be processed by the Adobe Privacy Service per Adobe Documentation.
- 8.5. **Mutual Cooperation.** Both Parties will co-operate in good faith and will promptly provide information to the requesting Party relating to the Messaging Product based on an inquiry made by a regulatory or governmental, legal or statutory body, or other third party deemed applicable by the Parties to make such inquiry. The Parties agree to provide each other reasonable assistance in investigating and responding to third party inquiries. Any information and materials exchanged or discovered pursuant to this Section 8.5 will be the disclosing Party’s Confidential Information.
- 8.6. **Effect of Termination.** Section 8.3(B) of this PSLT will survive termination of the Agreement.
- 8.7. **Disclaimer.** Adobe: (A) does not exercise any control over Customer Data and Customer Content, and Adobe acts as a mere or passive conduit in transmitting and handling of Customer Data and Customer Content; (B) does not represent it block or prevent the transmission of fraudulent Messages; and (C) will not be liable whether in contract, tort, or strict liability to Customer or to any Recipient or any other customer of Customer or an end user for: (i) any Messages deleted or not delivered regardless of the reason for deletion or non-delivery, including, message processing errors, transmission errors; (ii) the accuracy of information provided through the Messaging Product to the extent unrelated to opt-in or opt-out settings provided by Customer; or (iii) any acts performed by Sinch as an independent data controller. Additionally, Customer hereby acknowledges that notwithstanding reference to Sinch and the Sinch Product in this Agreement, Sinch is not a party to this Agreement. Except for claims arising out of or related to section 8.7 (iii), Customer hereby disclaims, and agrees not to assert, any and all claims of liability against Sinch related to the Sinch Product or to any of the products and services sold under this Agreement, including the Messaging Product, or otherwise and any updates thereto.
- 8.8. **Definitions Specific to the Licensing of the Messaging Product.** To the extent of any conflict or inconsistency between the definitions in this Section 8 and other components of the Agreement,

Section 8 of this PSLT will control and prevail with respect to interpretation and application of the additional terms for the Messaging Product as set forth herein.

- (A) **“Access Number”** means a set of digits used to enable Customer to send and/or receive Messages as part of the Sinch Product licensed with Adobe Journey Optimizer. Access Numbers shall include short-codes and long-codes as applicable.
- (B) **“Commercial Messages”** means Messages designed to promote or facilitate, directly or indirectly, the goods, services or image of any person or entity pursuing a commercial activity.
- (C) **“Message”** means a digital message containing Customer Data or Customer Content in a form for delivery via Short Message Service (SMS), Multi-Media Messaging Service (MMS) technology, Internet Protocol (IP) or other technology, protocols or standards used to transmit mobile digital content or information.
- (D) **“Messaging Product”** means the Sinch delivery platform for the transmission of Messages, as an Add-on product identified in the applicable Sales Order.
- (E) **“Recipient”** means the end user that receives Customer's Messages via the Messaging Product.
- (F) **“Service Provider Conditions”** means the rates, terms and conditions and “codes of conduct” or message content rule and restrictions imposed by Sinch Service Providers.
- (G) **“Sinch Documentation”** means the then-current technical and functional documentation as well as any service descriptions and roles and responsibilities descriptions, if applicable, for the Messaging Product which is made available to Customer.
- (H) **“Sinch Product”** means the services that Sinch provides to Adobe in support of the Messaging Product. As used herein, “Sinch” means Sinch America Inc. and its affiliates.
- (I) **“Sinch Service Providers”** means any entity, including, but not limited to, mobile network operators and mobile messaging aggregators, that is used in relation to the supply of the Sinch Product.

## 9. Definitions.

- 9.1 **“AI Assistant”** means a Generative AI Feature that provides a conversational natural language integration with the Covered Service.
- 9.2 **“Covered Service”** means Adobe Journey Optimizer as identified in an applicable Sales Order.
- 9.3 **“Customer Customizations”** means the customizations made to Adobe Journey 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.
- 9.4 **“Applicable Rules”** means all applicable laws, guidelines, regulations, codes, rules, and Industry Standard Best Practices in connection with Customer's use of the Products and Services.
- 9.5 **“DULE”** means Adobe's Data Usage, Labeling and Enforcement governance framework.

- 9.6 **“Industry Standard Best Practices”** means the Adobe Acceptable Use Policy located at [www.adobe.com/legal/terms/aup.html](http://www.adobe.com/legal/terms/aup.html) or a successor website thereto.
- 9.7 **“XDM”** means the Experience Data Model documented at <https://github.com/adobe/xdm>.