



## PSLT - Adobe Campaign On-premise (2015v2)

### 1. Limitations for Adobe Campaign On-premise

#### 1.1 All Bundles and Add-on Capabilities.

##### (A) Delivery Service Limitation.

(1) **Email.** In order for Customer to execute the distribution of email campaigns using the On-premise Software, Customer must select a method of hosting the email delivery service. For example, Customer may elect to separately license Adobe Campaign On-demand Cloud Messaging Services.

(2) **Channel Limitations.** Some Channels may require third-party services to execute on the delivery of communications and Customer will need to purchase a third-party service to execute that delivery.

(B) **License Restrictions.** If Customer elects a third-party to host the email delivery service for the distribution of email campaigns, then only the validly licensed Adobe Campaign base platform (without use of the Adobe Campaign mail transfer agent (MTA)) may be integrated with a third-party email service provider; use of the Adobe Campaign MTA to redirect emails to a third-party MTA is strictly prohibited.

(C) **Production and Non-Production Instances.** Customer is entitled to use one copy of the On-premise Software in connection with a single Production Instance. Customer may also use up to 3 copies of the On-premise Software in connection with Non-Production Instances for the sole purpose of testing evaluation, and development of the On-premise Software.

#### 1.2 Adobe Campaign - Premium Bundle.

(A) Customer may not change the Customer-selected Channel without Adobe's prior written consent.

(B) If Customer licenses an Add-on Channel, Customer may not change that licensed Add-on Channel without Adobe's prior written consent.

2. **Compliance.** Customer is solely responsible for obtaining any necessary clearances, consents and approvals from end users under all applicable laws, guidelines, regulations, codes and rules ("Applicable Rules") for any data gathered through Adobe Campaign or other Adobe solutions that Customer may license. Customer acknowledges that third-party terms and conditions may apply with respect to the use of the On-premise Software in connection with social media platforms, wireless carriers, or other third-party platforms (such as device operating systems) or third-party services; Customer is solely responsible for complying with any applicable third-party terms and conditions. For example, if Customer utilizes the SMS Channel, Customer is responsible for complying with Applicable Rules (including but not limited to applicable laws and guidelines such as the terms of the Mobile Marketing Association Code of Conduct) and applicable third-party terms and conditions (for example, applicable policies of wireless carriers). The foregoing is provided as a non-exhaustive example only, and it is Customer's sole responsibility to comply with all Applicable Rules.

3. **Maintenance and Support.** Adobe will provide Customer with access to generally available upgrades and enhancements to the enabled features of On-premise Software without additional fees. Notwithstanding anything to the contrary described in the Adobe Platinum Maintenance and Support, with some new releases or upgrades to the enabled features of the On-premise Software, including changes to the Adobe Campaign platform, and some upgrades to the enabled features of the On-premise Software, Customer may need to purchase consulting services or professional services if it chooses to migrate its prior customizations or configurations to the new release, or upgrade.

4. **Monthly Reporting.** The On-premise Software contains functionality that allows Adobe and Customer to receive reports on quantitative and other metrics that relate to Customer's usage of the On-premise Software. Customer is strictly prohibited from removing or modifying the Distributed Code that enables this functionality. Adobe may use the information collected to help verify Customer's compliance with the terms of the Agreement, or to help provide and improve the On-premise Software.

5. **Third Party Notices.** The creators of certain public standards and publicly available code, as well as other third party licensors, require that certain notices be passed through to the end users of the On-premise Software. These third party notices are located at [www.adobe.com/products/eula/third\\_party/index.html](http://www.adobe.com/products/eula/third_party/index.html) (or a successor website thereto). Any third party software that is separately licensed will be identified in a “readme” file or be provided in the directory marked “Third Party” or “Open Source”.

6. **Definitions.**

6.1 **“Instance”** means the entirety of the binaries of the software combining to implement a unique Adobe Campaign database. This unique entity is characterized by a group of parameter settings defined in a parameter definition table (table xtk\_entity). An Instance may be one of two categories: Production or Non-Production.

6.2 **“Non-Production Instances”** means Instances intended: (A) for the operation of the On-premise Software and technology for the purposes of non-product development, configuration testing and evaluation; or (B) to allow reasonable testing and identification of data with a sufficient amount of data storage allocated to the Instance so that such Instance can have use of Customer’s database on scale similar to the Production Instance.

6.3 **“Production Instance”** means an Instance intended for the operation of the hosted software and technology with a view to contributing to Customer’s economic activity.