



PSLT - Adobe Campaign Classic On-premise (2019v1)

1. Delivery Service Limitation.

- 1.1 **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 Cloud Messaging On-demand Service.
- 1.2 **Channel.** Customer must license at least one Channel in order to use the On-premise Software. 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.

2. 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 On-premise Software 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 On-premise Software's MTA to redirect emails to a third-party MTA is strictly prohibited.

3. Production and On-premise 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 the On-premise Software in connection with On-premise Non-Production Instances for the sole purpose of testing evaluation, and development of the On-premise Software.

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.

5. Compliance with Applicable Rules. Customer will comply with Applicable Rules.

6. Definitions.

- 6.1 **"Applicable Rules"** means all applicable laws, guidelines, regulations, codes and rules and Industry Standard Best Practices in connection with Customer's use of the Products and Services.
- 6.2 **"Industry Standard Best Practices"** means Adobe Campaign Acceptable Use Policy located at www.adobe.com/legal/terms/aup.html or a successor website thereto.
- 6.3 **"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.
- 6.4 **"On-premise Non-Production Instance(s)"** means Instances intended: (A) for the operation of the On-premise Software and technology for the purposes of non-production development, configuration testing and evaluation; or (B) to allow reasonable testing of data with a limited allocation of data storage.
- 6.5 **"Production Instance"** means an Instance intended for the operation of the On-premise Software and technology for commercial business purposes of contributing to Customer's economic activity.