



PSLT – Adobe Marketo Engage On-demand (2023v1)

1. Compliance with Applicable Rules.

- 1.1 Customer shall, and shall ensure all Users comply with Applicable Rules. “Applicable Rules” means any and all laws, guidelines, regulations, codes, rules, and the Acceptable Use Policy (available at <https://www.adobe.com/legal/terms/aup.html> or a successor website thereto) applicable to Customer’s use of the Products and Services.
- 1.2 Customer acknowledges Adobe is only acting as a “data processor” on behalf of Customer and Customer is the “data controller” or equivalent under applicable privacy and data protection laws (including the General Data Protection Regulation if Customer is a resident of the EU).
- 1.3 Customer shall obtain all necessary clearances, consents and approvals from all individuals that Customer or its Users contact through, or resulting from, the use of the On-demand Services in accordance with Applicable Rules with respect to any data gathered by, incorporated into or uploaded through the On-demand Services.

2. **Usage Rights.** Customer shall not use the On-demand Services in excess of the usage terms and quantities specified in the Sales Order (the “Usage Rights”). If Adobe determines Customer is exceeding its Usage Rights, Adobe will notify Customer in writing (including email) identifying such Usage Rights overage. In each annual period beginning on the License Term Start Date or an anniversary thereof, Customer shall have one consecutive 30-day grace period to bring its usage of the On-demand Services within its Usage Rights. If Customer fails to do so within 30 days, or for subsequent overages within each annual period, Adobe has the right to charge Customer, and Customer agrees to pay on a pro-rata basis with an administrative uplift of up to twenty-five (25) percent, the fees applicable to its higher usage in arrears on a monthly basis at any time.

3. **Data Retention and Destruction.** Subject to applicable Usage Rights, Customer may delete or retain Customer Data and Customer Content during the License Term. After termination of the Agreement, Customer may request Adobe to certify in writing (including e-mail) that Customer Data and Customer Content have been irretrievably deleted.

4. **Professional Services Termination.** Adobe may terminate any Professional Services upon thirty (30) days’ written notice to Customer if Customer’s performance under any applicable Sales Order delays or prevents Adobe from performing its obligations in a timely or effective manner.

5. **License Restrictions.** In addition to the conditions of the licenses granted to Customer and the license restrictions set forth in the General Terms, Customer shall not, and shall ensure that Users do not use or access the Products and Services to build, support, and/or assist a third party in building or supporting products or services competitive to the On-demand Services. If Customer is licensing a HIPAA-ready deployment of the On-demand Services: (a) Customer may not integrate the On-demand Services with any non-HIPAA-ready Products and Services; and (b) Customer must purchase encryption for data at rest for the full License Term of all Sales Orders.

6. **Delivery Errors.** 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 or all of the foregoing can also adversely impact Customer’s email delivery performance in

connection with Customer's use of the On-demand Services, and, in such case, Adobe shall not be liable to Customer or any third party for any such adverse impact.

- 7. Data Privacy Claims & Security Claims.** Data Privacy Claims and Security Claims of the General Terms shall apply to Customer, solely in the context where Customer is the Indemnified Party, only to the extent Customer has purchased, for an additional fee, high-grade encryption for data at rest for the full License Term of all of Customer's Marketo Engage licenses. Regardless of anything to the contrary herein, Adobe takes no responsibility for any Customer Data or Customer Content elements prohibited by the Acceptable Use Policy.
- 8. Additional Terms for Interactive Webinars.** Customer may access Adobe Connect On-demand Services ("Adobe Connect") for the purpose of enabling the use of Interactive Webinars subject to the additional terms as follows:
 - 8.1 Customer shall, and shall ensure all Users comply shall comply with the PSLT – Adobe Connect On-demand Services ("Adobe Connect PSLT") available at <https://www.adobe.com/legal/terms/enterprise-licensing/all-product-terms.html>.
 - 8.2 Section 1 (Compliance with Applicable Rules) and section 5 (License Restrictions) of this PSLT – Marketo Engage On-demand Services ("Adobe Marketo PSLT") shall apply equally to Adobe Connect. All references to "Products and Services" and "On-demand Services" therein will refer to Adobe Connect.
 - 8.3 Except for section 8 of this Adobe Marketo PSLT and the Adobe Connect PSLT, all references to "On-demand Services" or "Products and Services" in the General Terms (or similar underlying terms) and other licensing documents comprised as the Agreement will only refer and apply to Adobe Marketo Engage as the On-demand Services. Adobe's obligations under the Agreement will apply to Adobe Marketo Engage On-demand Services, as the sole licensed Products and Services, with respect to Customer's use of Interactive Webinars.
 - 8.4 By electing to use Interactive Webinars, notwithstanding any data residency or data hosting obligation, Customer agrees all Customer Data and Customer Content related to a webinar event powered by Adobe Connect may be transferred to and stored with data centers mapped to Adobe Connect.
 - 8.5 Customer may not create, receive, maintain, or transmit PHI in connection with any Interactive Webinars event. "PHI" means protected health information as defined under the Health Insurance Portability and Accountability Act of 1996.
 - 8.6 Customer must not remove, obscure, or alter any terms of use provided by Adobe, which are applicable to participants attending webinars events powered by Adobe Connect.
 - 8.7 For clarity, to enable Interactive Webinars, Customer is granted limited use to Adobe Connect, which powers the built in webinar platform of Interactive Webinars. Customer's limited use of Adobe Connect is not equivalent to a paid license subscription to Adobe Connect; therefore, Adobe Connect is not deemed to be Indemnified Technology.
 - 8.8 Customer's indemnification obligations set forth in the General Terms (or similar underlying terms) will also apply to Claims that relate to or arise from Customer's access and use of Adobe Connect, to the extent Customer's use of Interactive Webinars initiated a webinar event powered by Adobe Connect. The additional Claims in this section are treated as Data Privacy Claims as described in the applicable General Terms (or similar defined term or section describing the Customer's indemnification obligations in underlying terms).
 - 8.9 In the event of conflict or inconsistency between the Adobe Marketo PSLT and the Adobe Connect PSLT, the Adobe Connect PSLT shall prevail and control with respect to terms applicable to Adobe Connect. In the event of conflict or inconsistency between the Adobe Marketo PSLT and any other licensing document comprised as the Agreement, the Adobe Marketo PSLT shall prevail and control with respect to terms applicable to Interactive Webinars.