



PSLT – Adobe Marketo Engage and Marketo Measure On-demand (2025v1)

1. Compliance with Applicable Rules.

1.1 Customer 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 On-demand Services. Adobe takes no responsibility or liability with respect to any Customer Data elements prohibited by the Acceptable Use Policy.

1.2 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. **License Restrictions.** 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.

4. **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.

5. **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.

6. **Product Description.** Product limitations are detailed in the applicable Product Description(s) found here: <https://helpx.adobe.com/legal/product-descriptions.html>.

7. **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:

- 7.1 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>. In the event of any conflict or inconsistency between this PSLT and the Adobe Connect PSLT, (a) the Adobe Connect PSLT shall control with respect to terms applicable to Adobe Connect functionality, and (b) this PSLT shall control with respect to all other functionality. Section 1 (Compliance with Applicable Rules) and Section 3 (License Restrictions) of this PSLT shall apply equally to Adobe Connect.
- 7.2 Notwithstanding any data residency or data hosting obligation set forth in the Agreement, Customer agrees that all Customer Data related to a webinar event powered by Adobe Connect may be transferred to and stored with data centers mapped to Adobe Connect.
- 7.3 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.
- 7.4 For the avoidance of doubt, Interactive Webinars is a Marketo Engage feature, and Customer's entitlement to Interactive Webinars is only subject to the same product indemnity that applies to Marketo Engage under the Agreement. Adobe Connect is not a separate Indemnified Technology. Customer's indemnification obligations set forth in the Agreement will also apply to Claims that relate to or arise from Customer's access and use of Adobe Connect for the Interactive Webinars feature.
- 7.5 Notwithstanding the License Term set forth on a Sales Order for Marketo Engage, the entitlements included with the Interactive Webinars feature are measured from the date the Interactive Webinars feature was initially provisioned to Customer. Customer can view their current entitlements in the user interface of the On-demand Services.