

Specific Licensing Terms for a Limited Subset of On-demand Services for Mainland China (2020v1)

1. **“Limited Subset of On-demand Services”** means Adobe Analytics, Adobe Target, Adobe Audience Manager, but specifically excluding Audience Marketplace and all other Adobe On-demand Services.
2. **Application.**
 - 2.1 Notwithstanding anything to the contrary in the Regional Services Limitation clause in the General Terms, Customer (and Customer’s Users) may use and access the Limited Subset of On-demand Services: (i) in mainland China; and (ii) in support of Customer’s Sites that are intended for mainland China, subject to the following additional licensing terms.
 - 2.2 Customer’s license to use certain products, offerings, bundles, or functionalities delivered as part of the Limited Subset of On-demand Services is subject to general availability of such products, offerings, bundles, or functionalities.
3. **Restricted Use.** The Limited Subset of On-demand Services must not be used to collect or store any:
 - 3.1 personally identifiable information which would allow Adobe to identify a specific natural person, such as telephone number, email address, government issued identification number, name, postal address etc.; or
 - 3.2 important data (重要信息) as defined under applicable local law, and any other data that is restricted by local laws.
4. **Compliance with Data Laws.** Customer acknowledges that Customer Data and Customer Content uploaded to, or collected by, the Limited Subset of On-demand Services will be processed and stored on servers outside of mainland China. Customer must use the Limited Subset of On-demand Services in compliance with data protection and other applicable laws, including compliance with all notice and consent requirements, and Customer will defend Adobe against any third-party claims arising from its failure to do so.
5. **Reliability of Limited Subset of On-demand Services**
 - 5.1 Each instance set forth in clauses (A) – (C) below constitutes a “Government Action”:
 - (A) a change in applicable law, regulation or standards (or the reasonable interpretation of such law, regulation or standards);
 - (B) direct or indirect action by a government (or its agent), or a government agency or department; or
 - (C) any technical or legal restrictions imposed by a government (or its agents) or a government agency or department.
 - 5.2 Adobe is not liable or responsible for any interruption or delay in relation to the Limited Subset of On-demand Services, any failure of Adobe to fulfil any of its obligations under the Agreement, or Customer’s inability to use or access the Limited Subset of On-demand Services, due to or arising out of a Government Action or issues with local infrastructure impacting connectivity (e.g. the “Great China Firewall”).
 - 5.3 In addition to the termination rights under the Adobe Enterprise Licensing Terms, Adobe may immediately terminate the Limited Subset of On-demand Services by notice to the Customer upon occurrence of a Government Action. Adobe will provide to Customer a refund of any prepaid, unused license fees prorated based on the remaining portion of Customer’s prepaid license period.