PSLT - Healthcare Shield for Platform-based Applications (2024v2)

1. **Customer Responsibilities.** Customer represents and warrants that:

   1.1 Customer will create, receive, use, collect, maintain, process, or transmit Permitted Health Data in compliance with all applicable laws, rules, guidelines, regulations, and codes;

   1.2 Customer will retain, export, and delete Permitted Health Data in compliance with any applicable laws, rules, guidelines, regulations, and codes;

   1.3 Permitted Health Data will be made available, and incorporate any amendments, in compliance with all applicable laws, rules, guidelines, regulations, and codes;

   1.4 Customer will label any Permitted Health Data using the Data Usage labels of: Permitted Sensitive Personal Data or Restricted Health Data; and

   1.5 Customer may not receive, use, collect, transmit, ingest, share, or integrate Permitted Health Data with any non-Health Data-ready Products and Services. For clarity, only Platform-based Applications are Health Data-ready.

   Adobe will not be responsible for any failure in the operation or security of the Platform-based Applications caused by Customer's failure to meet the obligations outlined in sections 1.1 to 1.5 above or caused by Customer Customizations. For the avoidance of doubt, Customer's responsibilities as outlined in Sections 1.1-1.5 apply outside of and within the Platform-Based Applications.

2. **Use of Healthcare Shield**. These additional licensing terms apply to Customer's use of and access to Healthcare Shield for Platform-based Applications in the United States, Canada, and the United Kingdom.

3. **Data Retention.** If Customer is required to retain its data for a specific time, Customer must export its data from the Platform-based Applications where available prior to the data deletion storage limits set out in the applicable underlying Platform-based Applications PSLTs and General Terms.

4. **Permitted Health Data**. Notwithstanding any restrictions on Sensitive Personal Data in the General Terms, Customer may use the Platform-based Applications with Healthcare Shield to create, receive, use, collect, maintain, process, or transmit to Adobe, Permitted Health Data, as defined in this PSLT, provided Customer provides notice of its data processing practices to individuals, Customer has obtained all necessary permissions, consents, clearances, and authorization required under applicable law or regulation for such use, including marketing, and Customer's activities do not otherwise cause Adobe or Adobe's third party providers to violate any applicable law or regulation.

5. **HIPAA.** If Customer is a Covered Entity or Business Associate under HIPAA and is creating, receiving, maintaining, or transmitting Permitted Health Data through Platform-based Applications, Customer represents it has executed a BAA with Adobe in addition to licensing Healthcare Shield.

6. **Definitions.**

   6.1 "**BAA"** is a business associate agreement.

   6.2 "**Consumer Health Data"** means information that relates to or is linkable to a consumer that identifies the consumer's past, present, or future health or condition, diagnosis, healthcare, treatments, procedures, testing, bodily functions, and inferred health data derived from non-health related information.

6.3 "**Health Data-ready**" are Adobe Products and Services with additional features and functionalities designed to accept Permitted Health Data, that may be regulated under applicable healthcare privacy laws and regulations.

6.4 "**HIPAA**" means the Administrative Simplification Subtitle of the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the 2009 Health Information Technology for Economic and Clinical Health (HITECH) Act and otherwise, and their implementing regulations.

6.5 "**HIPAA-ready**" means the Adobe Products and Services: (1) listed on https://www.adobe.com/trust/compliance/hipaa-ready.html; and (2) that Customer is expressly authorized via a written Sales Order to use to create, receive, maintain, or transmit Permitted Health Data in accordance with the BAA and applicable Agreement.

6.6 "**Permitted Health Data**" means an individual's medical or health information or records, related payment information, and Consumer Health Data, but specifically excludes information derived from or associated with: substance use disorder, mental health condition, or genetic information, data collected in connection with the Centers for Medicare & Medicaid and Services ("CMS"), full account number, full credit card numbers, government identifiers, and personal information of minors protected under any child privacy laws (e.g., the U.S. Children's Online Privacy Protection Act ("COPPA")).

6.7 "**Platform-based Applications**" means the following: (i) Real-Time Customer Data Platform Prime or Ultimate (B2C Edition) and (B2P Edition - Consumer Audiences only); (ii) Adobe Journey Optimizer; (iii) Customer Journey Analytics, and (iv) Attribution AI.