Data Processing Addendum
(Cloud Services Only)

This Data Processing Addendum ("DPA") supplements the General Terms, Sales Order, or other written or electronic terms agreement between Adobe and Customer ("Agreement"). This DPA applies to the Processing of Personal Data by Adobe on behalf of the Customer in connection with the Cloud Services. All capitalized terms not defined in this DPA will have the meanings set forth in the Agreement.

1. **Definitions**

1.1. "**Adobe**" means Adobe Inc., Adobe Systems Software Ireland Limited, and any other Adobe entity which is party to the Agreement.

1.2. "**Affiliate**" has the meaning set forth in the Agreement.

1.3. **"Cloud Services"** means the On-Demand and Managed Services as set forth in the Agreement.

1.4. "**Customer Data**" has the meaning set forth in the Agreement.

1.5. "**Data Controller**" means an entity that determines the purposes and means of the Processing of Personal Data.

1.6. "**Data Processor**" means an entity that Processes Personal Data on behalf of a Data Controller.

1.7. "**Data Protection Laws**" means all local, state, federal, or international laws, regulations, ordinances, or treaties relating to the privacy or protection of Personal Data, including, but not limited to, the European Area Law, U.S. state privacy laws (such as the California Consumer Protection Act of 2018 ("CCPA")), and any subsequent supplements, amendments, or replacements to the same, all as applicable to each Party.

1.8. "**Data Subject**" means the identified or identifiable natural person to whom Personal Data relates.

1.9. "**European Area**" means the European Union, European Economic Area, Switzerland, and the United Kingdom of Great Britain and Northern Ireland ("UK").

1.10. "**European Area Law**" means (i) the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR"); (ii) the GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Addendums etc.) (EU Exit) Regulations 2019 (SI 2019/419) (collectively "UK Data Protection Law"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); (iv) the Swiss Federal Act on Data Protection of 25 September 2020 (Status as of 1 September 2023) ("Swiss DPA"); or (iv) any successor amendments or implementing acts thereto (including without limitation implementation of GDPR by member states into their national law), or (v) any other law relating to the privacy or protection of Personal Data that applies in the European Area.

1.11. "**Personal Data**" means Customer Data that relates to an identified or identifiable natural person or as otherwise defined under applicable Data Protection Laws.

1.12. "**Personal Data Breach**" means a breach of Personal Data requiring notification as set forth in applicable Data Protection Laws.

1.13. "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, transfer, disclosure by transmission, dissemination, and "Process", "Processes", and "Processed" will be interpreted accordingly.

1.14. "**Standard Contractual Clauses**" or "**SCCs**" means (i) the standard contractual clauses for cross-border transfers published by the European Commission on June 4, 2021 governing the transfer of European Area Personal Data to third countries as adopted by the European Commission ("EU SCCs"); (ii) the international data transfer addendum ("UK SCCs") approved by the UK Parliament for data transfers from the UK to third countries, or (iii) any similar such clauses adopted by a data protection regulator relating to Personal Data transfers to third countries, such as the Swiss DPA, including without limitation any successor clauses thereto.

1.15. "**Sub-processor**" means any other Data Processors engaged by Adobe to Process Personal Data in connection with the Cloud Services.

2. **Scope and Applicability of this DPA.**

This DPA applies where and only to the extent that Adobe Processes Personal Data on behalf of Customer as a Data Processor in the course of providing the Cloud Services.

3. **Roles and Scope of Processing.**

3.1. **Role of the Parties**. Under this DPA, Customer is the Data Controller and Adobe is the Data Processor (also referred to as a "service provider" under the CCPA).

3.2. **Compliance with Data Protection Laws**. Adobe will comply with Data Protection Laws that apply to the provision of the Cloud Services. Customer will comply with Data Protection Laws relating to its Processing of Personal Data. Customer will have sole responsibility for the accuracy, quality, and lawful collection of Personal Data and the means by which Customer obtained the Personal Data. Customer will not provide or cause to provide any Personal Data or information that is not necessary for Adobe to provide the Cloud Services identified in the Agreement or for the Parties' compliance with the Agreement. Customer is solely responsible for providing Data Subjects with appropriate notice and obtaining all necessary consents, authorizations, or approvals for the Processing of any Personal Data as part of the Cloud Services. If Adobe determines it can no longer meet its obligations under applicable Data Protection Laws, and if required by applicable Data Protection Laws, Adobe will notify Customer without undue delay.

3.3. **Details of Processing**. Exhibit 1 (Details of Data Processing) describes the subject matter and details of the Processing of Personal Data.

3.4. **Customer Instructions**. Adobe will use, retain, disclose, or otherwise Process Personal Data only on behalf of Customer and for the limited and specific business purposes (as set out in Exhibit 1)

of providing the Cloud Services and in accordance with Customer's instructions, including as described in the Agreement. Customer will ensure its Processing instructions are lawful and that the Processing of Personal Data in accordance with such instructions will not violate applicable Data Protection Laws. The Parties agree that the Agreement (including this DPA) sets out the complete instructions to Adobe for all Processing of Personal Data.

3.5. **No Combination of Personal Data; No Sale or Sharing of Personal Data**. Adobe will not (i) combine Personal Data with other personal data it receives from or on behalf of another person or persons, or collects from its own interaction with an individual or (ii) process Personal Data outside of the direct business relationship between Adobe and Customer; provided, however, that Adobe may perform such combination or processing for any business purpose permitted or required under the Agreement to perform the Cloud Services. Adobe will not independently "sell" or "share" Personal Data (as such terms are defined under CCPA and other U.S. Data Protection Laws). With respect to Personal Data subject to CCPA, Customer may, with prior notice to and coordination with Adobe, take reasonable and appropriate steps designed to (i) ensure that Adobe Processes Personal Data in compliance with this DPA and applicable Data Protection Laws, which are set forth in and subject to the obligations set forth in Section 6 of this DPA regarding audit rights; and (ii) stop and remediate unauthorized Processing of Personal Data.

3.6. **No Assessment of Personal Data by Adobe**. Adobe will not assess the contents or accuracy of Personal Data, including to identify information subject to any specific legal, regulatory, or other requirement. Customer is responsible for making an independent determination as to whether its use of the Cloud Services will meet Customer's requirements and legal obligations under Data Protection Laws.

4. **Sub-Processing.**

4.1. **Authorized Sub-Processors**. Customer provides Adobe with a general authorization to engage Sub-processors, including Adobe Affiliates. Adobe's current Sub-processors are listed at https://www.adobe.com/go/processing. Adobe may change Sub-processors pursuant to Section 4.3 below.

4.2. **Sub-processor Obligations**. Adobe will: (i) enter into a written agreement with each Sub-processor imposing data protection obligations and security measures materially no less protective of Personal Data as Adobe's obligations under this DPA to the extent applicable to the services provided by the Sub-processor in connection with the Cloud Services and (ii) remain liable for each Sub-processor's compliance with the obligations under this DPA.

4.3. **Changes to Sub-processors**. Adobe will make available on its Sub-processor website a mechanism to subscribe to receive notifications on the addition and removal of Sub-processors. Adobe will provide such notification to those email addresses that have subscribed at least fourteen (14) days in advance of allowing the new Sub-processor to Process Personal Data (the "Objection Period"). During the Objection Period, objections (if any) to Adobe's appointment of the new Sub-processor must be provided to Adobe in writing and be based on reasonable grounds. In such event, the Parties will discuss those objections in good faith with a view to achieving resolution. If it can be reasonably demonstrated to Adobe that the new Sub-processor is unable to Process Personal Data in compliance with the terms of this DPA and Adobe cannot

provide an alternative Sub-processor, or the Parties are not otherwise able to achieve resolution, Customer, as its sole and exclusive remedy, may terminate the applicable Sales Order in accordance with the process laid in the Agreement only with respect to those aspects which cannot be provided by Adobe without the use of the new Sub-processor. Adobe will refund Customer any prepaid unused fees of such Sales Order following the effective date of such termination.

5. **Security.**

5.1. **Security Measures**. Adobe has implemented and maintains reasonable and appropriate Technical and Organizational Measures ("Measures") regarding the protection of Personal Data Processed, as set out at https://www.adobe.com/go/CloudSvcsTOSM. The Measures take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing. Adobe may review and update the Measures from time to time, provided that any such updates will not materially diminish the overall security of the Cloud Services or Personal Data.

5.2. **Certifications**. Adobe has obtained the third-party certifications and audits evaluating the Measures, which are listed on Adobe´s Trust Center website (accessible at https://www.adobe.com/trust/compliance/compliance-list.html).

5.3. **Confidentiality of Processing**. Adobe will ensure that any person who is authorized by Adobe to Process Personal Data (including its staff, agents and subcontractors) will be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

6. **Customer Audit Rights.**

6.1. Adobe will make available to Customer access to reasonably requested documentation evidencing Adobe's compliance with its obligations under this DPA in the form of the relevant certifications and attestations set out at https://www.adobe.com/trust/compliance/compliance-list.html.

6.2. If the Customer in its reasonable opinion determines that the information provided under Section 6.1 is not sufficient to confirm Adobe's compliance with its obligations under this DPA, Adobe will allow the Customer to conduct an audit solely as necessary to fulfill Customer's obligations under Data Protection Laws no more than once annually. Any such audit will occur only after Customer has provided Adobe with 60 days prior written notice (unless otherwise agreed to between Adobe and Customer in writing) and will be conducted pursuant to a mutually agreed upon date, time, and format. Such audit will be subject to the following:

a. Upon Customer's reasonable request, Adobe will complete a security questionnaire or provide other information to Customer relating to this DPA and applicable Data Protection Laws. Audits must not unreasonably interfere with Adobe's business or operations, and the scope of such audit will be subject to Adobe's reasonable pre-approval. Individuals responsible for conducting such audit will be subject to a contract of confidentiality with Adobe. Each party will bear its own costs related to an audit.

b. Adobe is not required to provide the Customer with (i) access to Adobe's or Adobe's sub-processors' systems or information in a manner that may compromise the security, privacy, or confidentiality of Adobe's other customers' confidential or proprietary information or (ii) physical access to Adobe's or sub-processors' environment. Any information disclosed pursuant to this Section 6 will be deemed Adobe's Confidential Information.

7. **Data Transfers.**

7.1. **General Transfer Mechanisms**. If Data Protection Laws prescribe specific rules for (i) Customer's transfer of Personal Data to Adobe from a country or jurisdiction or (ii) the onward transfer of Personal Data by Adobe to a country or jurisdiction (collectively, a "Transfer Mechanism"), then Adobe will, at its discretion, use such an appropriate Transfer Mechanism.

7.2. **European Data Transfers**. Under European Area Law, Adobe consolidates data processing of Personal Data via Adobe Systems Software Ireland Limited as the initial data recipient ("Adobe Ireland"). As per section 4, Adobe Ireland engages Sub-processors in countries outside of the European Area and Customer authorizes transfers as necessary to the Sub-processors and countries identified on Adobe's Sub-processor website. Adobe Ireland, as data exporter, will ensure the appropriate Transfer Mechanism to the export or onward transfer of Personal Data outside of the European Area. Upon written request by Customer, Adobe Ireland will provide evidence of Adobe's evaluation of the level of privacy and security controls that takes account of the applicable additional measures, appropriate safeguards and risk considerations for the applicable third country transfer (including, where applicable, evidence of the conclusion of the SCCs between Adobe Ireland and any applicable Sub-processors). If a Sub-processor fails to comply with its data protection obligations under the Transfer Mechanism, Adobe will be liable to Customer for the performance of the Sub-processor's obligations.

8. **Personal Data Breach Response.**

8.1. **Personal Data Breach Reporting**. If Adobe becomes aware of a Personal Data Breach, Adobe will notify Customer without undue delay per the notice provision in the Agreement. Adobe will promptly take reasonable steps to contain, investigate, and mitigate any Personal Data Breach. Adobe will provide Customer with reasonable cooperation and support to facilitate Customer's investigation of the Personal Data Breach.

8.2. **Personal Data Breach Communications**. Adobe will provide Customer timely information about the Personal Data Breach, including, to the extent Adobe has knowledge of, the nature and consequences of the Personal Data Breach, the measures taken or proposed by Adobe to mitigate or contain the Personal Data Breach, the status of Adobe's investigation, a contact point from which additional information may be obtained, and the categories and approximate number of data records concerned.

9. **Cooperation.**

9.1. **Individual Rights**. Adobe will promptly notify Customer if Adobe receives a request from a Data Subject relating to Customer's use of the Cloud Services, including where the Data Subject seeks to exercise any of its rights under applicable Data Protection Laws (collectively, "Data Subject

Request"). The Cloud Services provide Customer with controls that Customer may use to assist it in responding to Data Subject Requests. Customer will be responsible for responding to any such Data Subject Requests. To the extent Customer is unable to access the relevant Personal Data within the Cloud Services, upon Customer's written request, Adobe will provide commercially reasonable cooperation to assist Customer in responding to a Data Subject Request.

9.2. **Additional Assistance.** In the event that Customer instructs Adobe to provide assistance which goes beyond the purchased functionality of the applicable Cloud Services, then Adobe may charge Customer for any costs beyond the agreed upon license fees to the extent it is not commercially reasonable for Adobe to provide such assistance without charge (considering relevant factors such as volume of requests, complexity of instructions, and timescale requested).

9.3. **Data Protection Impact Assessments**. Adobe will provide reasonably requested information regarding the Cloud Services to enable Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by Data Protection Laws, so long as Customer does not otherwise have access to the relevant information.

9.4. **Deletion.** Adobe will, at the choice of the Customer, delete or return to the Customer all Personal Data after the end of the applicable term for Cloud Services, as further specified under the Agreement.

9.5. **Government and Law Enforcement Inquiries**. If Adobe receives a demand to retain, disclose, or otherwise Process Personal Data from law enforcement or any other government or public authority ("Third-Party Demand"), then Adobe will attempt to redirect the Third-Party Demand to Customer. Customer agrees that Adobe can provide information to such third-party to the extent reasonably necessary to redirect the Third-Party Demand to Customer. If Adobe cannot redirect the Third-Party Demand to Customer, then Adobe will, to the extent legally permitted to do so, provide Customer reasonable notice of the Third-Party Demand as promptly as feasible under the circumstances to allow Customer to seek a protective order or other appropriate remedy. This section does not diminish Adobe's obligations under any applicable Transfer Mechanisms with respect to access by public authorities. Adobe maintains a public transparency report and summary of Adobe's law enforcement guidelines which describe how access requests from government and law enforcement in respect of the Cloud Services are approached, available here: https://www.adobe.com/legal/lawenforcementrequests.html.

10. **Relationship with Agreement.**

10.1. Except as provided by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA will prevail to the extent of that conflict in connection with the Processing of Personal Data.

10.2. Each Party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or relating to this DPA and the Transfer Mechanisms, will be subject to the relevant limitations on liability set out in the Agreement.

10.3. In no event will this DPA benefit or create any right or cause of action on behalf of a third party, but without prejudice to the rights or remedies available to individuals under Data Protection Laws or this DPA (including the Transfer Mechanisms).

10.4. Except to the extent otherwise mandated by Data Protection Laws, this DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement.

Exhibit 1 to Data Processing Addendum - Details of Data Processing

1. Subject Matter: The subject matter of the Processing under this DPA is the Personal Data that Adobe Processes on behalf of Customer.

2. Frequency and Duration: Notwithstanding expiration or termination of the Agreement, Adobe will Process the Personal Data continuously and until deletion of all Personal Data pursuant to the Agreement.

3. Purpose: The purpose of Processing under this DPA is the provision of the Cloud Services pursuant to the Agreement.

4. Nature of Processing: Adobe will perform Processing as needed for the purpose set out in Section 3, and to comply with Customer's Processing instructions as provided in accordance with the Agreement and this DPA.

5. Location of Processing: Adobe will Process Personal Data at the locations set forth on the following webpage: https://www.adobe.com/go/processing.

6. Retention Period. The period for which Personal Data will be retained and the criteria used to determine that period is determined by Customer during the term of the Agreement via Customer's use and configuration of the Cloud Services.

7. Categories of Data Subjects: The categories of Data Subjects to which Personal Data relate are determined and controlled by Customer in its sole discretion, and may include, but are not limited to, Customer's prospects, customers, business partners, vendors, and employees.

8. Categories of Personal Data: The types of Personal Data are determined and controlled by Customer in its sole discretion, and may include, but are not limited to: (a) identification and contact data (e.g. name, date of birth, email address, telephone number, title, address), (b) transaction information related to how individuals use Customer's services , or (c) IT information (e.g. IP addresses, cookie data, location data).

9. CCPA Permitted Business Purposes: In accordance with the CCPA, Adobe will use Personal Data for the following business purposes, which purposes are described in more detail at Cal. Civ. Code § 1798.140 (e): (a) auditing related to ad impressions; (b) helping to ensure security and integrity of the Cloud Services; (c) debugging; (d) short-term, transient use; (e) performing Cloud Services on behalf of Customer; (f) providing advertising and marketing Cloud Services, except for cross-context behavioral advertising; (g) internal research for technological development and demonstration; (h) maintaining the quality or safety of the Cloud Services; (i) to retain and employ another service provider or contractor as a subcontractor where the subcontractor meets the requirements for a service provider or contractor under CCPA; (j) to build or improve the quality of the Cloud Services Adobe is providing to Customer; and (k) to prevent, detect, or investigate data security incidents or protect against malicious, deceptive, fraudulent, or illegal activity.