



PSLT - Adobe Experience Manager: Managed Services Basic (2016V1)

1. **Development Consultant.** Any Development Consultant(s) appointed by Customer under this PSLT work expressly and exclusively at Customer's direction and Customer is responsible for any acts or omissions of such Development Consultant(s). Adobe may deny access to any Development Consultant it deems is adversely impacting the Managed Services or other Managed Services customers. References to Customer in this PLST refer to both Customer and its Development Consultant(s).
2. **Runbook.** Customer must create and provide a complete and accurate Runbook to Adobe for review and obtain Adobe's written approval of such Runbook. Customer's Runbook must, at a minimum, include the subject matters listed below in the format provided by Adobe. Customer must promptly update the Runbook to reflect updates or changes made by Customer to its Managed Services deployment. Adobe may, in its sole discretion, from time to time during the License Term, change or modify the subject matters required to be included in the Runbook, and Customer will promptly update its Runbook to include such new subject matters. Customer will immediately update the Runbook upon any Adobe request. Adobe has no obligation in connection with any failure or defect caused by Customer's failure to comply with the terms of this section.

2.1 Runbook Table:

| Runbook Subject Matter | Description |
|---------------------------------------|---|
| System Configuration | Adobe may provide Customer with information regarding the Managed Services, and Customer must verify whether this information is correct and utilized. |
| Configurations | A list and description of the functionality of all software (including of any bugs) installed by Customer in connection with the Managed Services. A list of all Adobe LiveCycle Reader Extensions credentials or PKI certificates applied to the Managed Services by Customer. Any Customer-specific backup schedule for Customer's implementation of the Managed Services. |
| User Acceptance Testing Documentation | Describe the load testing scenarios conducted by Customer. Describe the user acceptance testing scenarios conducted by Customer. Describe the positive and negative outcomes of such testing. |
| Post Production Changes | Describe the changes to the Managed Services in the Production Phase made by Adobe and approved by Adobe as a result of change requests made by Customer. |
| Contacts and Contracts | Specify a Customer contact who Adobe should notify if the system goes down. Specify a Customer resource who has technical knowledge of the Managed Services and who can answer questions from Adobe. Specify any links between Customer's IT gate keeper for the Managed Services and other Customer systems (e.g., LDAP, data repositories, etc.). Specify the Customer relationship manager for its Development Consultant(s). Specify the Development Consultant contact who Adobe can contact in a support emergency. Specify the Development Consultant contact for management escalation. Specify the Development Consultant contact with whom Adobe will work, on Customer's behalf, to test upgrades to the Managed Services. Describe the agreement between Customer and Development Consultant. Include details on Development Consultant's response time requirements and other special instructions from Customer regarding such response times. |

3. Long-term Storage and Encryption

- 3.1 Adobe stores all long-term Customer Content, Customer Data, and related operational data on mechanisms external to the virtual machines supporting Customer's Managed Services deployment.

3.2 Adobe encrypts all Customer Content, Customer Data and related operational data stored outside the virtual machine at a standard of no less than AES-256.

4. Backup

4.1 Adobe backs-up long-term Customer Content, Customer Data, and related operational data such that Adobe can make a rapid recovery of the Managed Services in the event of a loss of the primary data within a system.

4.2 Adobe encrypts all backups at the same standard or better as set forth above for long-term storage. All backed-up Customer Data, Customer Content and related operational data will, after encryption, be distributed across multiple data centers within a given cloud region to allow for recovery within these data centers in the event of the loss of function of the primary data center.

4.3 All backups will be taken at a frequency specified by Customer in Customer's Runbook, or daily if no specification is made.

4.4 Adobe will retain all backups for a period specified in Customer's Runbook, or for one week if no specification is made. Adobe may delete and overwrite all backup files from media seven days after the end of the retention period unless Adobe is otherwise requested to retain these files, in writing, by Customer or law enforcement.

4.5 Customer Data and Customer Content stored within the Managed Services will be available to Customer until the expiration or termination of the License Term in the same format then available within the Managed Services.

5. **Adobe Experience Targeting – Data Retention.** Customer Data collected by Adobe Experience Targeting may be permanently deleted from Adobe's servers (a) 90 days after collection for visitor profile data, and (b) 12 months after collection for Customer Site activity data. Customer Data and Customer Content associated with Adobe Experience Targeting are stored outside of the Managed Services, in the Adobe Experience Targeting On-demand Service environment.

6. **License for Development Software.** Customer may install and use a reasonable number of copies of the On-premise Software versions of the licensed Managed Services in a development environment only, strictly for testing and quality assurance purposes and not for production purposes.

7. **Use of Fonts.** Except as otherwise detailed in the Agreement, Adobe's proprietary or licensed fonts are embedded with the Products and Services only for use within the user interface of the Products and Services.

8. **Patches.** Customer is prohibited from applying patches to the Managed Services, unless expressly approved by Adobe in the Runbook.

9. **Service Level Agreement.** Adobe's Minimum Uptime Percentage obligations are detailed in the Service Level Agreement for Managed Services and the Service Level Exhibit for AEM Managed Services Basic found here: <http://www.adobe.com/legal/service-commitments.html> (together the "Service Level Agreement").

10. **Customer Enablement Engineer.** Adobe will make available a pooled resource ("**Customer Enablement Engineer**") that may answer questions regarding Managed Services best practices from up to 10 named Customer technical support contacts, up to 90 total hours of Customer Enablement Engineer time per year or otherwise set forth in a Sales Order. A Customer Enablement Engineer will be available from 9am – 5pm Pacific Standard Time. Adobe provides no specific response times in association with a Customer Enablement Engineer.

11. **Support Services.** All priority issues and issues related to the performance of the Managed Services should be submitted pursuant to the Support Policies: Terms and Conditions described at: <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html> (each a "Service Request"). If a Service Request relates to a problem in the usage of the Managed Services, Customer will provide Adobe with sufficient access and detail to permit Adobe to understand and reproduce the problem. If it is mutually determined by Customer and Adobe that the problem represents an error in the Managed Services that causes it to not operate in substantial conformity with applicable Documentation, Adobe will process the Service Request as detailed in the Support Policies: Terms and Conditions. In addition, Adobe may, at its sole discretion and from time to time, implement fix releases.

12. Software Updates and Upgrades

12.1 **Standard Upgrades.** During the License Term, all Managed Services include the updates and upgrades that are released to the general Adobe customer base.

(A) **Types of Upgrades.** From time to time during the License Term, Adobe may implement upgrades to the Managed Services. Those upgrades may include a Customer-specific upgrade, an emergency upgrade necessary for the security of the Managed Services or to address issues causing Adobe not to meet the Minimum Uptime Percentage (each an "**Emergency Upgrade**"), a minor upgrade (i.e., a maintenance release

- or a new minor version change to the Managed Services for purposes including but not limited to, error correction), or a major upgrade (i.e., a new version of the Managed Services).
- (B) **Upgrade Events Sequence.** Adobe will make all reasonable efforts to first install all upgrades on a server in the Pre-Production Phase at a mutually agreed upon time described in section 14.1(C) (Upgrade Timing) below. Once Adobe performs such installation, Customer will work with Adobe to test the upgrade's implementation in a timely fashion and will notify their Adobe contacts, as listed in the Runbook, of the success or failure of such testing. In the event of successful test results, Adobe will install the upgrade on server(s) in the Production Phase on a schedule described in section 14.1(C) (Upgrade Timing) below. In the event of the failure of the upgrade, Adobe will take corrective action if the issue is with Adobe's software. If the issue is Customer related, Adobe will take reasonable steps to support Customer in Customer's efforts to take corrective action. Upon successful resolution of any such issues, Adobe will install the upgrade on the Production Phase server(s) as described above. A Customer may elect to defer or decline any such upgrade (excluding Emergency Upgrades) as set forth in section 14.1(D) (Upgrade Deferrals) below.
 - (C) **Upgrade Timing.** Emergency Upgrades will be implemented by Adobe as needed. All other upgrades will be implemented by Adobe throughout the License Term upon prior written notice to Customer as specified in the Runbook. Adobe will notify Customer, with as much lead time as possible, of the availability of such upgrades. After Adobe provides such notification, Adobe will work with Customer to determine a mutually agreed upon time to provide a Pre-Production Phase system for Customer to start testing the upgrade. Unless Adobe agrees in writing to a longer test period, Customer must finish its testing within 5 business days after Adobe makes the upgraded Managed Services available. In the event that Customer notifies Adobe that the tests on the Pre-Production Phase system have passed, Adobe will work with Customer to determine a mutually agreed upon maintenance window or other time period to implement the upgrade.
 - (D) **Upgrade Deferrals.** A Customer may elect to defer or decline any upgrade (excluding Emergency Upgrades). If Customer defers or declines an upgrade that is required to maintain the Managed Services within at least 1 major upgrade of the then-current, generally commercially available version of the Adobe Experience Manager Managed Services (each a "**Support Upgrade**") for any reason (including but not limited to, unwillingness to accept the Support Upgrade or unwillingness to make configurations that enable the Managed Services to become compatible with a Support Upgrade), Customer agrees to pay Adobe an additional Extended Operations Uplift Fee calculated as an additional 50% increase to any fees incurred after the effective date of Customer's deferral or declining of the Support Upgrade. Notwithstanding the foregoing, Customer is not obligated to pay to Adobe any such Extended Operations Uplift Fees if Customer is willing to install the Support Upgrade, but an action by Adobe causes such Support Upgrade to fail to be backward compatible with the then-current version of the Managed Services; however, Customer will work with Adobe to install the applicable Support Upgrade within a reasonable period of time.
 - (E) **Emergency Upgrades.** Notwithstanding anything to the contrary herein, Customer must accept all Emergency Upgrades.

13. Additional Definitions

- 13.1 "**Development Consultant**" means a third-party systems integrator that (a) Customer has authorized, under section 5 of the General Terms, to access the Managed Services during the Pre-Production Phase, and (b) has a minimum of one individual on the development team who has an AEM 6 Architect Certification and will be significantly engaged and involved in the Managed Services development project.
- 13.2 "**Minimum Uptime Percentage**" means the minimum Uptime Percentage (as defined in the Service Level Agreement) identified in the Sales Order and Documentation for each Managed Service licensed by Customer. Generic Non-production Instances have no guaranteed Minimum Uptime Percentage.
- 13.3 "**Pre-Production Phase**" means the period of time before the Production Phase.
- 13.4 "**Production Phase**" means the period of time when Managed Services Users use the Managed Services (A) on Customer Sites; or (B) for its internal operations.
- 13.5 "**Runbook**" means a document written by Customer that provides Adobe with a list of configurations Customer made to the Managed Services. Such list is intended to assist Adobe in running and supporting the Managed Services in the Production Phase.