



## PSLT – Adobe Experience Manager: Managed Services (2015V2)

### 1. Pre-Production Phase

1.1 During the Pre-Production Phase, Customer will:

- (A) create and provide a complete and accurate Runbook to Adobe for review and obtain Adobe’s written approval of such Runbook;
- (B) create and test Customer Customizations for the purpose of evaluating potential configurations of the Managed Services; and
- (C) conduct quality testing of those configurations by performing bug elimination, simulations, and integration with other Customer systems.

### 2. Production Phase

2.1 If Customer desires to make any Customer Customizations to the Managed Services once the Managed Services are in the Production Phase:

- (A) Customer will request that Adobe launch a cloned staging server, implement such Customer Customizations, and request that such Customer Customizations be reviewed and approved by Adobe;
- (B) the Managed Services will then revert back to the Pre-Production Phase in connection with such Customer Customizations on such cloned server; and
- (C) Adobe will continue to simultaneously run the Managed Services in the Production Phase while such Customer Customizations are in the Pre-Production Phase.

### 3. Customer Customization.

3.1 Adobe will not be responsible for any defect or failure in the Managed Services caused by Customer Customizations or by Customer’s failure to meet the obligations in sections 1 and 2 (Pre-Production Phase and Production Phase).

3.2 Customer is solely responsible for all security testing of Customer Customizations, and Adobe has no obligation in connection with any failure or defect caused by Customer Customizations or Customer’s failure to meet the obligations in section 1 and 2 (Pre-Production Phase and Production Phase).

4. **Development Consultant.** Any Development Consultant(s) appointed by Customer under this PSLT works 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 PSLT refer to both Customer and its Development Consultant(s).

5. **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 each time it creates new Customer Customizations that are accepted by Adobe for use in the Production Phase. 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.

#### 5.1 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.
Customizations	A list of all Customer Customizations. 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.

Runbook Subject Matter	Description
	Any Customer-specific backup schedule for Customer's implementation of the Managed Services.
System Monitoring	<p>A list of any connections between the Managed Services and any other systems on which the Managed Services is dependent.</p> <p>A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the Managed Services.</p> <p>A list of parameters associated with any Customer Customizations that should be monitored by Adobe to ensure functioning of the Managed Services.</p>
User Acceptance Testing Documentation	<p>Describe the load testing scenarios conducted by Customer.</p> <p>Describe the user acceptance testing scenarios conducted by Customer.</p> <p>Describe the positive and negative outcomes of such testing.</p>
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.
Events and Responses	<p>List all known weaknesses in Customer Customizations to the Managed Services.</p> <p>Recommend actions to be taken by Adobe when providing support for the Managed Services.</p> <p>Include the following information, at a minimum:</p> <ul style="list-style-type: none"> <li>• All log files created by Customer;</li> <li>• all information source or recipient repositories;</li> <li>• all data bases and other info storage occurring in the Managed Services;</li> <li>• any encryption models implemented in the Managed Services;</li> <li>• all communications with any upstream data sources, including forms;</li> <li>• any additional executables/WAR Files added to the Managed Services;</li> <li>• all information required for long-term administration of the Customer Customizations; and</li> <li>• the most common failure modes and recommendations for recovery from such failures.</li> </ul>
Contacts and Contracts	<p>Specify a Customer contact who Adobe should notify if the system goes down.</p> <p>Specify a Customer resource who has technical knowledge of the Managed Services and who can answer questions from Adobe.</p> <p>Specify any links between Customer's IT gate keeper for the Managed Services and other Customer systems (e.g., LDAP, data repositories, etc.).</p> <p>Specify the Customer relationship manager for Development Consultant.</p> <p>Specify the Development Consultant contact who Adobe can contact in a support emergency.</p> <p>Specify the Development Consultant contact for management escalation.</p> <p>Specify the Development Consultant contact with whom Adobe will work to test upgrades to the Managed Services.</p> <p>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.</p>

## 6. Long-Term Storage and Encryption

- 6.1 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.

6.2 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.

## 7. Backup

7.1 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.

7.2 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.

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

7.4 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.

**8. Adobe Experience Targeting – Data Retention.** To the extent that Customer has licensed Managed Services that include bundled Adobe Experience Targeting, 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.

**9. 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.

**10. 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.

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

**12. Service Level Agreement.** Adobe's objective is to make commercially reasonable efforts to meet the Service Availability Objective. Adobe may perform maintenance on some or all of the Managed Services in order to upgrade hardware or software that operates or supports the Managed Services, implement security measures, or address any other issues it deems appropriate for the continued operation of the Managed Services.

### 12.1 Remedy for Failure to Achieve Service Availability Objective.

(A) At Customer's request, Adobe will calculate Customer's Service Availability during a given calendar month. If the Service Availability Objective was not met in a given calendar month, then for each aggregate hour of Managed Services Unavailability during such month, Customer is entitled to receive a one-day Managed Services credit, subject to this Agreement.

(B) For purposes of calculating the Service Availability Objective, Adobe will only consider the Managed Services unavailable if Customer opened a trouble ticket relating to the Managed Services unavailability with the Adobe customer support department within 3 business days of the Managed Services unavailability.

(C) To obtain a credit for Adobe's failure to meet the Service Availability Objective, Customer must request such credit in writing no later than within the calendar month following the month of the Managed Services unavailability giving rise to Customer's credit request. In the event of a conflict between the data in Customer's records and Adobe's records, the data in Adobe's records will prevail.

(D) Any Managed Services credit due hereunder will be applied to Customer's account at the conclusion of the then-current License Term.

(E) The Managed Services credit offered in this section regarding remedies for failure to achieve the Service Availability Objective will be Customer's sole and exclusive remedy for any failure of the Managed Services or any failure of Adobe to meet the Service Availability Objective. Any unused Managed Services credits will expire upon termination of this Agreement.

## 13. Support Services.

- 13.1 **Technical Support Contacts.** Adobe will provide Customer technical support to a maximum of 10 named Customer technical support contacts (“**Customer’s Technical Support Contacts**”) only.
- 13.2 **Customer Success Engineer.** Adobe will make available a resource that may answer questions from Customer’s Technical Support Contacts (“**Customer Success Engineer**”). Such Customer Success Engineer will be available from 9am – 5pm Pacific Standard Time. Adobe provides no specific response times in association with such Customer Success Engineer. All priority issues should be submitted pursuant to the Adobe Response Services described below.
- 13.3 **Adobe Response Services.** Adobe will provide prioritized, toll-free support services for the Managed Services, to be accessed by Customer’s Technical Support Contacts 24 hours a day, 7 days a week, 365 days a year (each such request a “**Managed Services Request**”) according to the Response Times described below.
- (A) **Response Times.** Customer must identify the priority level – accurate prioritization of the technical issue is critical to Adobe resolution of issue. The following guidelines should be used by Customer to identify the appropriate priority level.
- (1) **Priority 1: CRITICAL – 30 minutes.** The problem results in extremely serious interruptions to a production system.
- (a) Priority identification:
- (i) During the Production Phase, the problem results in extremely serious interruptions to the Managed Services or during the Pre-Production Phase, serious interruptions in connection with user acceptance testing or training (collectively, “**Priority 1 Phase**”). Tasks that should be executed immediately cannot be executed because of a complete crash of the Managed Services or interruptions in main functions of the Managed Services in the Priority 1 Phase.
- (ii) Data integrity is compromised and the service request requires immediate processing as the issue can result in financial losses.
- (iii) Problem has affected, or could affect, the entire user community.
- (b) Customer Action: Customer must call Adobe Customer Support for all critical Priority 1 issues and Customer’s Technical Support Contact must be available to work with the Adobe Technical Support team while Adobe resolves Customer’s issue.
- (c) Adobe Response Time: 30 minutes.
- (2) **Priority 2: URGENT - 1 hour.** The problem results in serious interruptions to normal operations, will negatively impact the Managed Services installation, urgent deadlines or at risk.
- (a) Priority identification:
- (i) Processing still continues in a restricted manner but data integrity may be at risk and the service request requires timely processing because the malfunction could cause serious interruptions to critical processes or negatively impact business.
- (ii) During the Pre-Production Phase, the problem hinders deployment of an enterprise installation.
- (b) Customer Action: Customer’s Technical Support Contact must be available to work with the Adobe Technical Support team while Adobe resolves Customer’s issue.
- (c) Adobe Response Time: 1 hour.
- (3) **Priority 3: IMPORTANT – 4 hours.** The problem causes interruptions in normal operations.
- (a) Priority identification:
- (i) During either the Production Phase or the Pre-Production Phase, the problem does not prevent operation of the Managed Services in either the Production Phase or the Pre-Production Phase, but there could be minor degradation in performance.
- (ii) During the Production Phase, the error is attributed to malfunctioning or incorrect behavior of the Managed Services.
- (b) Customer Action: Customer’s Technical Support Contact must be available to work with the Adobe Technical Support team while Adobe resolves Customer’s issue.

- (c) Adobe Response Time: 4 hours.
- (4) **Priority 4: MINOR – 1 business day.** The problem results in minimal or no interruptions to normal operations (no business impact).
  - (a) Priority identification: The issue consists of "how to" questions including issues related to APIs and integration, installation and configuration inquiries, enhancement requests, or documentation questions.
  - (b) Adobe Response Time: 1 business day.

**(B) Response Procedure**

- (1) **Adobe Acknowledgement of Managed Services Request.** Adobe will undertake reasonable efforts to acknowledge receipt of a Managed Services Request from Customer's Technical Support Contact within the Response Time. The acknowledgment will generally be via the same medium of communication by which the Managed Services Request was reported and will provide a short status report to Customer within a reasonable time; and
- (2) **Adobe Resolution.** Adobe will provide resolutions as required to correct Managed Services malfunctions in order to bring the Adobe provided portion of the Managed Services into substantial conformity with applicable Documentation.
  - (a) If a Managed Services 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.
  - (b) Adobe will use reasonable efforts to diagnose the problem and 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 use commercially reasonable efforts to provide a remedy to Customer, which may include eliminating the defect, providing updates, or demonstrating how to avoid the effects of the defect with reasonable commercial effort. The remedy may also include error corrections, patches, bug fixes, workarounds (i.e. temporary solutions) used to complete a task that would not otherwise be possible due to a problem or limitation in the Managed Services, replacement deliveries or any other type of software or documentation corrections or modifications. Each Party acknowledges that despite a Party's reasonable efforts, not all problems may be solvable.
  - (c) In addition, Adobe may, at its sole discretion and from time to time, implement fix releases.
- (3) **Processing Time.** The processing time for Adobe starts from the date and time when Adobe acknowledges receipt of a Managed Services Request. If the Managed Services Request cannot be solved within a commercially reasonable timeframe, the Managed Services Request may be escalated within the Adobe organization.

13.4 **Online Support.** Customer will have unlimited secure access to Adobe's on-line support facility on Adobe's web site at [www.adobe.com](http://www.adobe.com).

13.5 **eSupport.** Customer will have access to Adobe's eSupport services via remote computer access. Should Customer choose to access such services, Customer hereby grants permission to Adobe to remotely access the Managed Services from an external computer controlled by Adobe, including any and all of Customer's systems on which the Managed Services depends, for the sole purpose of providing eSupport Managed Services to Customer.

13.6 **Right to Modify Adobe Response Services.** Adobe reserves the right to alter the Adobe Response Services, from time to time, using reasonable discretion but in no event may such alterations result in: (i) diminished support from the level of support set forth herein; (ii) materially diminished obligations for Adobe; or (iii) materially diminished rights of Customer. Adobe will provide Customer with 60 days prior written notice of any material changes to the Adobe Response Services contemplated herein.

**14. Software Updates and Upgrades.**

14.1 **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 Service Availability Objective (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.(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(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 with Customer Customizations, Adobe will take reasonable steps to support Customer in Customer’s efforts to make adjustment to the code underlying Customer Customizations. 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(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 Customer Customizations 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.

## 15. Definitions.

- 15.1 “**Customer Customizations**” means the customizations made to the Managed Services by Customer. Customer Customizations do not constitute Indemnified Technology.
- 15.2 “**Customer Error Incident**” means any Managed Services unavailability resulting from Customer’s applications, Customer Content, or Customer’s equipment, or the acts or omissions of any User of the Managed Services or any agent hired by Customer to implement or maintain the Managed Services including the Development Consultant.
- 15.3 “**Development Consultant**” means a third-party systems integrator that (a) Customer has authorized, under section 5 of the General Terms, to access, test and customize 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.

- 15.4 **“Planned Scheduled Maintenance”** means any maintenance performed on the Managed Services during Adobe’s standard maintenance windows, currently (as of the Effective Date) occurring between 8:00pm Pacific Time and 12:00am (midnight) Pacific Time each Friday or at such other time as identified in the applicable Runbook.
- 15.5 **“Pre-Production Phase”** means the period of time before the Production Phase.
- 15.6 **“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.
- 15.7 **“Runbook”** means a document written by Customer that provides Adobe with a list of Customer Customizations and 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.
- 15.8 **“Service Availability”** means the percentage obtained by dividing the number of minutes the Managed Services in the Production Phase is capable of receiving, processing, and responding to requests, during the applicable month by the number of total minutes in the applicable month, excluding in all cases Planned Scheduled Maintenance, Customer Error Incidents, and any event described in the Force Majeure section of the General Terms.
- 15.9 **“Service Availability Objective”** means the Service Availability identified in Sales Order for each Managed Service licensed by Customer. Generic Non-production Instances have no guaranteed Service Availability.
- 15.10 **“Unavailability”** means the total number of minutes in the applicable month when the Managed Services in the Production Phase is not capable of receiving, processing, and responding to requests, excluding in all cases Planned Scheduled Maintenance, Customer Error Incidents, and any event described in the Force Majeure section of the General Terms.