



PSLT - Adobe Experience Manager: Managed Services (2016v1)

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"> • All log files created by Customer; • all information source or recipient repositories; • all data bases and other info storage occurring in the Managed Services; • any encryption models implemented in the Managed Services; • all communications with any upstream data sources, including forms; • any additional executables/WAR Files added to the Managed Services; • all information required for long-term administration of the Customer Customizations; and • the most common failure modes and recommendations for recovery from such failures.
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.
- 7.5 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.

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

13. Customer Success Engineer. Adobe will make available a resource ("Customer Success Engineer") that may answer questions from a maximum of 10 named Customer technical support contacts regarding the initial implementation of the Managed Services, the upgrade process, and Managed Services best practices. 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.

14. 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.

15. Software Updates and Upgrades

15.1 **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.(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.

16. Additional Definitions

- 16.1 "**Customer Customizations**" means the customizations made to the Managed Services by Customer. Customer Customizations do not constitute Indemnified Technology.
- 16.2 "**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.
- 16.3 "**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.
- 16.4 "**Pre-Production Phase**" means the period of time before the Production Phase.
- 16.5 "**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.
- 16.6 "**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.