PSLT - Adobe Campaign Classic Managed Services (2017v1)

1. **Customer Customizations.**

    1.1   **Staging Instance.** Customer will develop and test every significant Customer Customizations on the Staging Instance only, and if successful, update the Runbook accordingly and include those Customer Customizations in the Production Instance.

    1.2   **Production Instance.** Customer may not make Customer Customizations to the Managed Services in the Production Instance. If Customer desires to make any additional Customer Customizations to the Managed Services, the following will apply:

    (A) Customer requests that Adobe launch a Staging Instance where Customer may implement and test the desired additional Customer Customizations;

    (B) Adobe will continue to run simultaneously the Production Instance of the Managed Services;

    (C) Once Customer's desired additional Customer Customizations have been tested in the Staging Instance, those additional Customer Customizations may be included in the Production Instance.

    1.3   **Runbook.** Adobe strongly recommends that Customer provide a complete and accurate Runbook to Adobe, prior to Adobe's operation of the Production Instance. Adobe will not be responsible for any defect, failure or downtime in the Managed Services caused by any of the following: (A) Customer Customizations; (B) Customer's failure to provide a Runbook to Adobe; (C) errors in the Runbook provided to Adobe; or (D) Customer's failure to follow the terms of this section 1 (Customer Customizations).

    1.4   **Testing**. Customer is solely responsible for all testing of Customer Customizations, including security testing.

2. **Image Serving**. Image Serving may be used only to serve images embedded within an email.

3. **Channel Limitations.** Some Channels may require third-party services to execute on the delivery of communications, and Customer will need to purchase a third-party service to execute that delivery.

4. **IPv4 Addresses**. IPv4 addresses are not assigned to the Staging Instance. Customer may purchase IPv4 addresses to use in the Staging Instance.

5. **Delivery Errors.** Adobe is not responsible for the non-delivery of email messages that occur due to email address errors, hard bounces, soft bounces, email filters of mail clients, email blacklists, etc. These types of errors can also adversely impact email delivery performance, and Adobe is not liable for degradation caused by such errors.

6. **Customer Data**. In addition to the definition of Customer Data in the General Terms, for purposes of this PSLT, Customer Data also means any information collected from emails, SMS, or other forms of communication generated by the Managed Services for the use of the Managed Services.

7. **Data Retention.** Customer Data and Customer Content stored within Adobe Campaign Managed Services will be available to Customer for 30 days after the termination or expiry in the same format then available within the reporting interface(s) if Customer requests for this to occur in writing at least 30 days prior to termination or expiry of Adobe Campaign Managed Services.

8. **Compliance with Applicable Rules**

    8.1   It is Customer's sole responsibility to comply with all Applicable Rules and the following in connection with the use of the Managed Services:

    (A) Customer will provide Recipients with the means to unsubscribe and therefore no longer receive commercial email communications.

    (B) Customer will send emails only to: (1) recipients from whom Customer has obtained first-party consent; or, (2) recipients with whom Customer has a business or transactional relationship that constitutes implied consent to receive emails under Applicable Rules or applicable laws.

(C) Customer will populate the "From" and "Subject" fields of the email communications with true, accurate and unambiguous information.

(D) If Customer is not working with Adobe through a sub-domain delegation, then Customer will use reliable authentication techniques (e.g., SPF/senderID, DK/DKIM) for the domain names used to send email communications.

8.2 Customer is solely responsible for obtaining any necessary clearances, consents and approvals from end users under Applicable Rules for any data gathered through the Managed Services. Customer acknowledges that Adobe is only acting as a "data processor" or a "data intermediary" on behalf of Customer, and Customer is the "data controller" or equivalent under applicable privacy and data protection laws (including EU Directive 95/46 if Customer is a resident of the EU).

9. **Upgrades or Updates to Adobe Campaign Managed Services.** Adobe will provide Customer with access to generally available upgrades and enhancements to the enabled features of the Managed Services without additional fees. With some new releases or upgrades to the enabled features of the Managed Services, including changes to the Adobe Campaign platform, and some upgrades to the enabled features of the Managed Services, Customer may need to purchase consulting services or professional services if it chooses to migrate its prior Customer Customizations to the new release or upgrade.

10. **Emergency Upgrades**. Customer may not defer Emergency Upgrades.

11. **Definitions.**

11.1 **"Applicable Rules"** means all applicable laws, guidelines, regulations, codes and rules and Industry Standard Best Practices.

11.2 **"Customer Customizations"** means the customizations made to the Managed Services by Customer.

11.3 **"Emergency Upgrade"** means an upgrade necessary for the security of the Manages Serivces or to address issues causing Adobe not to meet the Uptime Percentage as defined in the Service Level Agreement.

11.4 **"Industry Standard Best Practices"** means Adobe Campaign Acceptable Use Policy located at www.adobe.com/legal/terms/aup.html or a successor website thereto.

11.5 **"Instance"** means the entirety of the binaries of Adobe Campaign software combined to implement a unique Adobe Campaign database. This unique entity is characterized by a group of parameter settings defined in a parameter definition table (table xtk_entity). An Instance may be either Production or Staging.

11.6 **"Production Instance"** means an Instance intended for the operation of the Managed Service and technology with a view to contributing to Customer's economic activity.

11.7 **"Runbook**" means a defined set of Customer-specific procedures that Adobe uses to manage Customer's highly customized deployment. For example, the Runbook lists Customer Customizations along with operational instructions.

11.8 **"Staging Instance(s)"** means an Instance intended for operation of the Managed Services for the purposes of non-production development, testing, and evaluation. The Staging Instance generally runs on a single application server without redundancy, and does not have the same computing, storage, and networking capacity as the Production Instance.