



PSLT - Adobe Connect Managed Services (2020v1)

References to “Managed Services” in this PSLT are to the Adobe Connect Managed Services.

1. **Client Software.** If Customer has licensed any other Adobe software in connection with access and use of the Managed Services, then the end user license agreement accompanying such software will govern its use.
2. **Customer Content.** Certain features of the Managed Services enable Customer to specify the level at which the Managed Services restrict access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content. The mere uploading of Customer Content to the Managed Services without actual viewing by Adobe personnel, does not constitute disclosure of the Customer Content to Adobe. The Managed Services are automated and Adobe will not access any Customer Content, except as reasonably necessary to perform the Managed Services, such as:
 - 2.1 respond to support requests; or
 - 2.2 detect, prevent, or otherwise address fraud, security, or technical issues.
3. **Meeting Attendee Content.** Adobe does not control the uploading or sharing of Meeting Attendees’ content. By accessing or using the Managed Services, Customer may be exposed to content from Meeting Attendees that are offensive, indecent, or otherwise objectionable.
4. **Storage.** Customer Content may be stored on Adobe’s servers at Customer’s request, as necessary for Adobe to provide the Managed Services. Customer is solely responsible for making and keeping backup copies of Customer Content. Adobe may block the uploading of Customer Content to the Managed Services that contains viruses. Adobe has no liability for the deletion or accuracy of Customer Content, the failure to store, transmit or receive transmission of Customer Content (whether or not processed by the Managed Services), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Managed Services. 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 available within the Managed Services.
5. **Runbook.** Prior to implementing a Production Instance, Customer must create a complete and accurate Runbook listing all Customer Customizations, 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 each time it creates new Customer Customizations that are accepted by Adobe for use in the Production Instance. 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.
6. **Customer Customizations.**
 - 6.1 **Pre-Production Instance(s).** Customer may make Customer Customizations to the Pre-Production Instance(s) only, test those Customer Customizations, and then have Adobe include those Customer Customizations in the Production Instance.
 - 6.2 **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 Pre-Production Instance(s) 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; and
 - (C) Once Customer’s desired additional Customer Customizations have been tested in the Pre-Production Instance, those additional Customer Customizations may be included in the Production Instance.
 - 6.3 **Testing.** Customer is solely responsible for all testing of Customer Customizations (including security testing). 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 5 (Runbook) and this Section 6 (Customer Customizations).

7. 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 the Customer Site, whether or not collected via Distributed Code.

8. Additional Privacy Terms

8.1 Sensitive Personal Data. The Sensitive Personal Data section of the General Terms does not apply to Customer’s use of the Managed Services. Notwithstanding the foregoing, Customer specifically acknowledges and agrees that in connection with Customer’s use of the Managed Services:

- (A) Customer is solely responsible for compliance with the Children’s Online Privacy Protection Act of 1998 (“COPPA”), if applicable, including not collecting information from children under the age of thirteen without first obtaining parental consent;
- (B) Customer must not collect, process, or store any protected health information, electronic or otherwise, pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”), unless Customer has entered into a Business Associate Agreement with Adobe for the Managed Services; and
- (C) Customer is solely responsible for compliance with the Payment Card Industry Data Security Standard (“PCI DSS”), if applicable.

8.2 Recordings. The Managed Service may allow Customer to record meetings and to collect and utilize Meeting Attendees’ Personal Data, voice, or likeness. Customer is responsible for ensuring collection of all any required consents.

9. Runbook Table: The Runbook must be in the format provided below:

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. Any Customer-specific backup schedule for Customer’s implementation of the Managed Services.
System Monitoring	A list of any connections between the Managed Services and any other systems on which the Managed Services is dependent. A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the Managed Services. A list of parameters associated with any Customer Customizations that should be monitored by Adobe to ensure functioning 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 Instance made by Adobe as a result of change requests made by Customer.
Events and Responses	List all known weaknesses in Customer Customizations to the Managed Services. Recommend actions to be taken by Adobe when providing support for the Managed Services. Include the following information, at a minimum: <ul style="list-style-type: none"> • All log files created by Customer;

Runbook Subject Matter	Description
	<ul style="list-style-type: none"> • 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 their long-term administration; 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 Consultant. Include details on Consultant’s response time requirements and other special instructions from Customer regarding such response times.</p>

10. Service Level Agreement. Adobe’s Service Availability obligations are detailed in the Service Level Agreement and the Service Level Exhibit for Adobe Connect Managed Services found here: <http://www.adobe.com/legal/service-commitments.html> or successor website thereto.

11. Software Updates and Upgrades

11.1 **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 Instance at a mutually agreed upon time described in section 11.1(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 Instance on a schedule described in section 11.1(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 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 Instance server(s) as described above. A Customer may elect to defer or decline any

such upgrade (excluding Emergency Upgrades) as set forth in section 11.1(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 Instance 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 Instance 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 Connect Managed Services (each a “**Support Upgrade**”) for any reason (including but not limited to, unwillingness to accept the Support Upgrade or unwillingness to make 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.

12. Support Services for the Managed Services

- 12.1 **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.
- 12.2 **Customer Success Manager.** During the Pre-Production Instance, Adobe will make available a resource who may answer questions from Customer’s Technical Support Contacts (“Customer Success Manager”). Such Customer Success Manager will be available from 9am – 5pm Pacific Standard Time and Adobe provides no specific response times in association with such Customer Success Manager. All priority issues should be submitted pursuant to the Adobe Response Services described below.
- 12.3 **Pre-Production Instance.** On the Pre-Production Instance, Adobe will not be responsible for any failure of the Managed Services or inability of Adobe to provide support for the Managed Services caused or related to Customer’s failure to accurately list all Customer Customizations or configurations in the Runbook as required under this section regarding the Pre-Production Instance or any errors or omissions in the Runbook.
- 12.4 **Production Instance.** On the Production Instance, Adobe will be responsible for providing support solely to Customer’s Technical Support Contacts, pursuant to the terms of <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html> or a successor website thereto.

13. Definitions.

- 13.1 **“Customer Customizations”** means the customizations made to the Managed Services by Customer.
- 13.2 **“Customer Error Incident”** means any unavailability of the Managed Services resulting from Customer’s applications, Customer Content, or Customer’s equipment, or the acts or omissions of any User of the Managed Services.
- 13.3 **Minimum Uptime Percentage”** means the meaning ascribed to it in the applicable Service Level Exhibit found at <http://www.adobe.com/legal/service-commitments.html> or a successor website thereto.
- 13.4 **“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.

- 13.5 **“Pre-Production Instance(s)”** means the staging and development instances of the Managed Services intended for operation of the Managed Services for the purposes of non-production development, testing, and evaluation.
- 13.6 **“Production Instance”** means an instance intended for the operation of the Managed Services with a view to contributing to Customer’s economic activity.
- 13.7 **“Runbook”** means a document written by Customer that provides Adobe with a list of the Customer Customizations and configurations Customer made to the Managed Services. The Runbook is intended to assist Adobe in running and supporting the Managed Services on the Production Instance and is described in section 9 of the PSLT.