



1. Customer Responsibilities. Customer is solely responsible for:

- 1.1 creating and testing Customer Customizations for the purpose of evaluating potential configurations of the Cloud Service;
- 1.2 submitting, storing, processing, and managing changes to Customer Customizations, including Customer Customization source code;
- 1.3 conducting additional quality and security testing of Customer Customizations by performing bug elimination, simulations, and integration with other Customer systems; and
- 1.4 conducting automated tests, including regression testing to validate successful implementation of Customer Customizations.

Adobe will not be responsible for any defect or failure in the Cloud Service caused by Customer Customizations, Customer's configuration of the Cloud Service, or by Customer's failure to meet the obligations outlined in sections 1.1 to 1.4 above. Customer acknowledges and agrees that any testing of Customer Customizations represents only a subset of the overall testing that needs to be completed by Customer. Customer is solely responsible for all testing (security and quality) of Customer Customizations.

- 2. 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 Cloud Service or other Cloud Service customers. References to Customer in this PSLT refer to both Customer and its Development Consultant(s).
- 3. Backup.** Customer Data and Customer Customizations, including source code, stored within the Cloud Service will be available to Customer for 30 days (or a longer period if purchased by Customer) after the expiration or termination of the License Term in the same format then available within the Cloud Service. Customer acknowledges and agrees that the Cloud Service should not be Customer's only repository for Customer Customizations.
- 4. License for Development Software.** Customer may install and use a reasonable number of copies of the AEM Cloud Service SDK in Customer's own on-premise environment only, strictly for development, testing and quality assurance purposes and not for stage or production purposes.
- 5. Permitted Use.** Adobe may access, use, copy and store Customer Data, Customer Customizations, User interactions, and Cloud Service system performance to test AEM and the Cloud Service and derive information which may be used to develop, build, modify, improve, support, and operate AEM and the Cloud Service; provided, however, that any copy of such Customer Data or Customer Customizations created for the purpose of the aforementioned testing will be subject to the applicable confidentiality obligations established in the Agreement.
- 6. Automated Forms Conversion Service.** When using the Automated Forms Conversion Service (a feature of AEM Forms intended to convert Customer's form templates), Customer must not upload, submit, or convert Documents that include prefilled data fields or personal data.
- 7. Adobe Learning Manager.** Any use of Adobe Learning Manager through or connected with Adobe Experience Manager as a Cloud Service is subject instead to the Adobe Learning Manager Product Specific Licensing Terms found here: <https://www.adobe.com/legal/terms/enterprise-licensing/product-specific-terms.html>.
- 8. Edge Delivery Services – Third-Party Integrations.** Edge Delivery Services may enable integrations with compatible third-party products and services that Customer has independently licensed. The full list of such compatible third-party products and services is available in the Documentation. Adobe is not responsible for any such third-party products or services. Use of Edge Delivery Services with incompatible third-party products and services may result in errors, faults, or losses, and Customer acknowledges and agrees that Adobe will not be responsible or liable for any such errors, faults, or losses.
- 9. Edge Delivery Services Regions.** Customer Data published (whether live or for preview purposes) via Edge Delivery Services may be processed in data center regions determined by Adobe or its vendors at their sole discretion, for the duration such Customer Data is published. Data submitted via online forms in connection with Edge Delivery Services form submission

features may be temporarily processed in data center regions determined by Adobe or its vendors at their sole discretion, before transmission to Customer-specified or customer-controlled locations.

- 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. Service Level Agreement.** Adobe's service commitments are detailed in the Unified SLA and the Actionability Addendum found here: <https://www.adobe.com/legal/service-commitments.html> (together the "**Service Level Agreement**"). Service commitments for Adobe Learning Manager are provided separately.
- 12. Software Updates.** During the License Term, the Cloud Service includes the updates that are released to the general Adobe customer base ("**Updates**"). The Updates may include emergency updates necessary for the security of the Cloud Service or to address issues causing Adobe not to meet its service commitments (each an "**Emergency Update**"). In the event of the failure of the Update, 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 adjust the code underlying Customer Customizations. Emergency Updates will be implemented by Adobe as needed.
- 13. Product Description.** Product limitations are detailed in the Product Description for Adobe Experience Manager as a Cloud Service found here: <https://helpx.adobe.com/legal/product-descriptions.html>.
- 14. Adobe Express.** Customer's use of Adobe Express licensed as part of AEM Assets Ultimate or AEM Assets Prime (including any features of Adobe Firefly that may be integrated with Adobe Express, or any direct access to the Adobe Express application) is governed by the Adobe Express with Firefly Product Specific Licensing Terms available at <https://www.adobe.com/go/PSLT-adobe-express-firefly>.
- 15. Representations and Warranties.** Customer represents and warrants that for Customer Data and Customer Customizations, through ownership or a valid license, it has sufficient rights for Adobe's use thereof as contemplated by the Agreement, and for Customer's use in connection with the Products and Services, and that the Customer Data and Customer Customizations, and the aforementioned uses thereof, comply with all applicable laws and regulations and do not infringe, misappropriate, or otherwise violate the rights (including intellectual property rights) of any person or entity.
- 16. Additional Definitions**
 - 16.1. "AEM Cloud Service SDK"** means an On-premise Software package allowing for local development and testing of applications for the licensed Cloud Service.
 - 16.2. "Customer Data"** is defined in the Adobe General Terms. Where Customer Content is defined separately in the Adobe General Terms, Customer Data includes Customer Content.
 - 16.3. "Cloud Service"** means the AEM as a Cloud Service (and applicable add-ons) On-demand Services as set out in the Sales Order.
 - 16.4. "Customer Customizations"** means the customizations made to the Cloud Service by Customer or at Customer's direction. Customer Customizations do not constitute Indemnified Technology. Customer owns (or, where applicable, must ensure it has a valid license to) Customer Customizations, subject to Adobe's underlying intellectual property in the Adobe Technology. Customer acknowledges and agrees that Adobe's access to Customer Customizations does not preclude Adobe from independently developing (without use of Customer Customizations) or acquiring similar technology without obligation to Customer. Any application or microservice developed by or on behalf of Customer using Adobe Developer App Builder is also considered to be a Customer Customization.
 - 16.5. "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 Cloud Service, and (b) has a minimum of one individual on the development team who has a current and applicable AEM developer certification and will be significantly engaged and involved in the Cloud Service development project.
 - 16.6. "Document"** means an electronic or printed file that is processed or generated by AEM Forms, including Documents that contain data fields where data may be entered and saved.
 - 16.7. "Generative AI Feature"** is defined in the Adobe Experience Cloud GenAI Terms.