



PSLT - Adobe Campaign Managed Cloud Services (2024v2)

1. Compliance with Applicable Rules.

- 1.1 Customer will comply with Applicable Rules.
- 1.2 If Customer does not delegate a sub-domain to Adobe, then Customer will use reliable authentication techniques (e.g., SPF, DKIM) for the domain names used to send email communications.
- 1.3 Customer will obtain any necessary clearances, consents and approvals from end users under Applicable Rules for any data gathered through the Managed Services.

2. Customer Customizations.

- 2.1 **Staging Instance.** Customer will develop and test significant Customer Customizations on the Staging Instance only, and if successful, include those Customer Customizations in the Production Instance.
- 2.2 **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; and
 - (D) Customer is responsible for any fixes or related costs associated with migrating or upgrading the Customer Customizations.
- 2.3 **Runbook.** Customer will provide a complete and accurate Runbook to Adobe, prior to Adobe's operation of 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.
- 2.4 **Responsibility.** Adobe will not be responsible for any defect, failure or latency in the Managed Services caused by (A) Customer Customizations; (B) Customer's failure to provide a Runbook to Adobe; (C) errors in the Runbook; or (D) Customer's noncompliance with this Section 2 (Customer Customizations).

3. Accessing the Managed Services Instances.

Customer is responsible for enabling Adobe's timely and ongoing access to Customer's Managed Services Production and Staging Instances to ensure the performance of the services by Adobe under the Agreement, as associated with the operation of the Managed Services. Adobe will not be responsible for issues arising from Adobe's non-performance of the services, where such services could not have been performed unless Adobe was granted access to the Managed Services Instances by Customer.

4. Testing.

Customer is responsible for all testing of Customer Customizations, including security and upgrade testing.

5. Standard Upgrades and Build Updates.

During the License Term, all Managed Services include the existing build and subsequent updates or upgrades that are released to the general Adobe customer base.

- 5.1 **Types of Upgrades.** From time to time during the License Term, Adobe may implement upgrades to the Managed Services. Those upgrades may include 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 that may include upgrade of the database and underlying infrastructure if required). At Adobe's discretion, Customer will be required to implement at least one

upgrade annually.

- 5.2 **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. Adobe will upgrade the Staging Instance(s). Customer will test, validate and then notify Adobe that the testing of such updates on the Staging Instance(s) have passed. Customer must finish its testing no later than 10 days after Adobe makes the upgrade to the Staging Instance(s). Adobe and Customer will work together to determine a mutually agreed upon maintenance window or other time period to implement the Production Instance(s) for the upgrade, but no later than 10 days after Customer has finished the testing on Staging Instance(s).

6. **Image Serving.** Image Serving may be used only to serve images embedded within an email, landing pages, and rich push notifications.
7. **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.
8. **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. The foregoing types of errors can also adversely impact email delivery performance, and Adobe is not liable for degradation caused by such errors.
9. **Data Retention.** Customer may delete or retain Customer Data and Customer Content up to the contractually agreed database storage limit during the License Term. In the event that storage capacity is exceeded, Customer shall pay the applicable storage fees for such excess.

9.1 Notwithstanding the above, AI Assistant Inputs and Outputs may be deleted after 30 days.

10. **Effect of Termination.** Customer Data and Customer Content may be accessed 30 days following termination or expiration of the Agreement if Customer requests for this to occur in writing at least 30 days prior to termination or expiry of Adobe Campaign Managed Cloud Services.

11. Definitions.

- 11.1 **“AI Assistant”** means an Adobe Experience Cloud Generative AI Feature branded as “AI Assistant” and integrated within Adobe Campaign Managed Cloud Services v8.
- 11.2 **“Applicable Rules”** means all applicable laws, guidelines, regulations, codes and rules and Industry Standard Best Practices in connection with Customer’s use of the Products and Services.
- 11.3 **“Customer Customizations”** means the customizations made to the Managed Services.
- 11.4 **“Emergency Upgrade(s)”** means an upgrade necessary for the security of the Managed Services or an upgrade to address issues causing latency.
- 11.5 **“Industry Standard Best Practices”** means Adobe Campaign Acceptable Use Policy located at www.adobe.com/legal/terms/aup.html or a successor website thereto.
- 11.6 **“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). For Managed Services, an Instance may be either Production or Staging.
- 11.7 **“Production Instance(s)”** means an Instance intended for the operation of the Managed Service and technology for commercial business purposes of contributing to Customer’s economic activity.
- 11.8 **“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.
- 11.9 **“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.