



## Adobe PDM - Adobe® LiveCycle® Managed Services (2014v3)

The Services described in this PDM are Managed Services and are governed by the terms of the Sales Order, this PDM, the Exhibit for Managed Services, and the General Terms.

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### LiveCycle Managed Services Description

Adobe LiveCycle Managed Services allows Customer to outsource its IT management of LiveCycle to Adobe. Adobe will install, upgrade, and manage LiveCycle in a single tenant environment, which the Customer may then customize to meet Customer's needs. Adobe LiveCycle Managed Services is licensed by module, for each of the following modules:

#### 1. LiveCycle Connector

- 1.1 **License Metrics.** LiveCycle Connector is licensed on a per-Server basis.
- 1.2 **Description.** LiveCycle Connector Software connects enterprise content management systems to engagement applications providing content repository services.
- 1.3 **Product Limitations and Use Restrictions.** LiveCycle Connector is licensed for use only with Adobe software applications and the non-Adobe content management software application for which it is designed, as indicated by the name of the particular version of LiveCycle Connector licensed to Customer.

#### 2. LiveCycle Digital Signatures

- 2.1 **License Metrics.** LiveCycle Digital Signatures is licensed on a per-Server basis.
- 2.2 **Description.** LiveCycle Digital Signatures module allows Customer to author and validate Certified Documents.

#### 3. LiveCycle Forms

- 3.1 **License Metrics.** LiveCycle Forms is licensed on a per-Server basis.
- 3.2 **Description.** LiveCycle Forms module enables Customer to deploy interactive XML-based forms in Adobe Reader, Adobe Flash Player or web browsers.

#### 4. LiveCycle Forms Standard

- 4.1 **License Metrics.** LiveCycle Forms Standard is licensed on a per-Server basis.
- 4.2 **Description.** LiveCycle Forms Standard provides Customer with all the rights and restrictions of LiveCycle Forms software as well as the use of LiveCycle Reader Extensions software to enable a Document with Adobe Reader Features, only when that Document has been rendered by LiveCycle Forms software immediately prior to its use by an individual recipient.

#### 5. LiveCycle Forms Pro

- 5.1 **License Metrics.** LiveCycle Forms Pro is licensed on a per-Server basis.
- 5.2 **Description.** LiveCycle Forms Pro provides Customer with all the rights and restrictions of LiveCycle Forms Standard as well as the capabilities of LiveCycle Mobile Forms, LiveCycle Forms Management and LiveCycle Output.
- 5.3 **Service Limitations and Use Restrictions.** The use of LiveCycle Output is restricted to rendering a document receipt of data captured using a form rendered through LiveCycle Forms or LiveCycle Mobile Forms.

#### 6. LiveCycle Forms Pro Add-On

- 6.1 **License Metrics.** LiveCycle Forms Pro Add-On is licensed on a per-Server basis to those Customers who already have a valid license for LiveCycle Forms.
- 6.2 **Description.** LiveCycle Forms Pro Add-On software grants Customer the right to use LiveCycle Mobile Forms, LiveCycle Forms Management and LiveCycle Output, but does not include a license to LiveCycle Reader Extensions.

- 6.3 **Service Limitations and Use Restrictions.** The use of LiveCycle Output is restricted to rendering a document receipt of data captured using a form rendered through LiveCycle Forms or LiveCycle Mobile Forms.

## 7. LiveCycle Mobile Forms

- 7.1 **License Metrics.** Included with LiveCycle Forms Pro.
- 7.2 **Description.** LiveCycle Mobile Forms enables Customer to deploy interactive XML-based forms in HTML5 format for use with mobile devices and desktop browsers that support HTML5.

## 8. LiveCycle Output

- 8.1 **License Metrics.** LiveCycle Output is licensed on a per-Server basis.
- 8.2 **Description.** LiveCycle Output module enables Customer to dynamically generate personalized documents on demand in print and electronic formats.
- 8.3 **Service Limitations and Use Restrictions.** If Customer obtains LiveCycle Output as part of an upgrade to LiveCycle Forms from a previously licensed version of LiveCycle Forms (e.g., Adobe Forms Server 7.x), Adobe grants to Customer a non-exclusive license to permit Authorized Users to install and use the LiveCycle Output, solely to generate non-interactive PDF documents (i.e., no interactive form fields included in the PDF document) for processing exclusively with the corresponding LiveCycle Forms upgrade. For the avoidance of doubt, use of LiveCycle Output, when provided as part of an upgrade to LiveCycle Forms, is restricted to deployment on the same Server on which LiveCycle Forms is installed. The foregoing license to LiveCycle Output specifically excludes other components included in LiveCycle Output, and Customer is not permitted to use any other software applications or components accompanying, or installed with, LiveCycle Output, unless Customer obtains a separate license to do so.

## 9. LiveCycle PDF Generator

- 9.1 **License Metrics.** LiveCycle PDF Generator is licensed on a per-Server or per-Authorized User basis.
- 9.2 **Description.** LiveCycle PDF Generator module enables Customer to automate the creation and assembly of PDF documents from many file formats.
- 9.3 **Service Limitations and Use Restrictions.**
- (A) To the extent that Customer has separately licensed a Supported Adobe Software Product, Customer may use such Supported Adobe Software Product with Adobe LiveCycle PDF Generator for the sole purpose of converting files in the native file formats of such Supported Adobe Software Products (e.g. files in the .psd format) subject to the following limitation: Customer may only use the Supported Adobe Software Products indirectly through the use of the Adobe LiveCycle PDF Generator module to the extent Adobe LiveCycle PDF Generator is designed to access the Supported Adobe Software Products programmatically as described in the Documentation. **“Supported Adobe Software Product”** means certain other Adobe software applications as described in the Documentation, in connection with which Adobe LiveCycle PDF Generator is designed to operate.
- (B) Customer’s right to use the Managed Service in the Production Phase to generate or assemble content in the PDF Format (**“Process”**) is limited based on the applicable License Metric as follows:
- (1) when the Managed Service is licensed on a per-Server basis, the Service will be used to Process PDFs solely as a result of a predefined automated workflow process and not any other uses, including without limitations ad hoc submission and receipt of files by Authorized Users; and
- (2) when the Managed Service is licensed on a per-Authorized User basis, the PDF content must be generated as a result of any process other than the Per-Server basis specified above.

## 10. LiveCycle Process Management

- 10.1 **License Metrics.** LiveCycle Process Management is licensed on a per-Server basis.
- 10.2 **Description.** LiveCycle Process Management module enables Customer to perform task assignment and task management. It also enables Customer to initiate and participate in form-based business processes by using a web browser.

## 11. LiveCycle Reader Extensions

- 11.1 **License Metrics.** LiveCycle Reader Extensions software is licensed on a per-Authorized User basis.

- 11.2 **Description.** LiveCycle Reader Extensions module software enables Customer to activate in documents it distributes certain features of Adobe Reader that are not usually available when a PDF document is opened using Adobe Reader.
12. **LiveCycle Rights Management**
- 12.1 **License Metrics.** LiveCycle Rights Management is licensed on a per-Authorized User basis.
- 12.2 **Description.** LiveCycle Rights Management module enables Customer to place certain controls on documents, such as who may open or print a document.
13. **AEM for Forms Portal**
- 13.1 **License Metrics.** AEM for Forms Portal may be deployed on an unlimited number of Instances and administered by an unlimited number of Users.
- 13.2 **Description.** AEM for Forms Portal includes AEM WCM Basic Edition and AEM Mobile, limited to the use cases described below. AEM for Forms Portal enables Customer to manage forms and documents on a website. Please see AEM– Perpetual On-premise PDM for full description.
- 13.3 **Product Limitations and Use Restrictions.** The use of AEM Forms Portal is limited solely to the creation, management, administration and delivery of forms and documents on a website, such as creation and customization of a web page associated with the search, display, retrieval and processing of the associated forms and documents.
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## Additional Terms

14. **Software Development Kit.** Customer may use the Software Development Kits (“**SDK**”) provided with the Managed Services solely to develop applications that interoperate with the On-premise Software (“**Developer Application**”). The SDKs may include source code of implementation examples (“**Sample Code**”), runtime components, or libraries that may be included in the Developer Application to ensure proper interoperation with the On-premise Software. Customer may use the SDKs solely for the purpose of internal development of Developer Applications and may redistribute Sample Code, runtimes and libraries included in the SDKs solely as is necessary to properly implement the SDK in the Developer Application. Customer agrees to indemnify, hold harmless, and defend Adobe from and against any Claims or Losses (included attorney’s fees) that arise or result from any Developer Application or Customer’s use of the SDKs.
15. **Log-In Information.** To gain access to and use the Managed Service, Customer may be required to create various log-in ID(s) and password(s) (“**Log-In Information**”). Customer is responsible for all activity occurring under Customer’s Log-In Information. Adobe may require Customer to change Customer’s Log-In Information if such Log-In Information is inconsistent with the terms of this Agreement.
16. **Non-licensed Persons.** Customer may also permit non-licensed persons to participate in electronic processes that utilize the Managed Service provided that such non-licensed persons are not permitted to initiate such processes, and such participation does not otherwise violate any of the prohibitions on use of the Managed Service described in this Agreement.
17. **Customer Content.** Customer Content may be stored on Adobe’s servers at Customer’s request, as necessary for Adobe to provide the Managed Service, and in accordance with the Storage Policy. Adobe does not provide an archiving service, however, and Customer is solely responsible for Customer Content including making and keeping backup copies of Customer Content. Adobe will use commercially reasonable efforts to block the uploading of Customer Content to the Managed Service that contains viruses detected by using industry standard virus detection software. Except as provided herein, Adobe has no responsibility or 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 Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Managed Service.
- 17.1 **Controlling Content Access.** Certain features of the Managed Service enable Customer to specify the level at which such Managed Service restricts access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content.

- 17.2 **Adobe Access to Customer Content.** Customer acknowledges that the Managed Service is automated and that Adobe will not access, view, or listen to any Customer Content, except as reasonably necessary to perform the Managed Service, such as:
- (A) respond to support requests;
  - (B) detect, prevent, or otherwise address fraud, security, or technical issues;
  - (C) deemed necessary or advisable by Adobe in good faith to conform to legal requirements or comply with legal process; or
  - (D) enforcing this Agreement, including investigation of potential violations hereof.

- 17.1 **Transition or Deletion.** Notwithstanding anything set forth to the contrary herein, upon Customer's request, Adobe will use commercially reasonable efforts to assist Customer in transitioning all Customer Content and personal information off of the Managed Services. Such transition must:

- (A) be completed before the effective date of termination of this Agreement; and
- (B) not exceed any Customer Content transition limits imposed by Adobe.

## 18. Backup.

- 18.1 Adobe backs-up all long term Customer Content, Sensitive Personal Data, and related operational data such that Adobe can make a rapid recovery of the Services in the event of a loss of the primary data within a system.
- 18.2 Adobe encrypts all backups at the same standard or better as set forth above for long term storage. All backed-up material 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.
- 18.3 All backups will be taken at a frequency specified by the Customer in the Customer's Runbook, or daily if no specification is made.
- 18.4 Adobe will retain all backups for a period specified in the 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.

19. **Storage.** Adobe encrypts all Customer Content, Personal Data and related operational data stored outside the virtual machine at a standard of no less than AES-256.

20. **Content Repository Extreme.** All usage of the Content Repository Extreme component contained within the Foundation Components is limited solely to its use in conjunction with the Managed Service.

## 21. Prohibited Uses.

- 21.1 Except as expressly authorized under this Agreement, Customer is prohibited from using the SDK Software on behalf of third parties, including use of the SDK Software to generate PDF files from electronic documents or content provided by third parties when Customer also distributes or makes available the generated PDF files to the same third parties except to the extent such PDF files are a part of a broader service or product offering and not the sole or primary value of such service or product offering.
- 21.2 Customer may not attempt to interact with the operating system underlying the Managed Service or attempt to access modules of the Managed Service to which it does not have a valid license as specified in the Sales Order.

## 22. Service Level Agreement.

- 22.1 **Service Availability Objective.** Adobe's objective is to make commercially reasonable efforts to meet the Service Availability Objective. Adobe may perform maintenance on some or all of the Managed Services in order to upgrade hardware or software that operates or supports the Managed Services, implement security measures, or address any other issues it deems appropriate for the continued operation of the Managed Services. Adobe is relieved of its obligation to meet the Service Availability Objective if Customer
- (A) does not create a Runbook;
  - (B) fails to keep its Runbook current and updated; or
  - (C) does not maintain an appointed Development Partner for the duration of the License Term.

## 22.2 Remedy for Failure to Achieve Service Availability Objective.

- (A) At Customer's request, Adobe will calculate Customer's Service Availability during a given calendar month. In the event that the Service Availability Objective was not met in a given calendar month, then for each day in such month that the duration of the Managed Services unavailability exceeds one continuous hour, Customer is entitled to receive a one day Managed Services credit, subject to this Agreement.
- (B) For purposes of calculating the Service Availability Objective, Adobe will only consider the Managed Services unavailable if Customer opened a trouble ticket relating to the Managed Services unavailability with the Adobe customer support department within three business days of the Managed Services unavailability.
- (C) To obtain a credit for Adobe's failure to meet the Service Availability Objective, Customer must request such credit in writing no later than the calendar month following the month of the Managed Services unavailability giving rise to Customer's credit request. In the event of a conflict between the data in Customer's records and Adobe's records, the data in Adobe's records will prevail.
- (D) Any Managed Services credit due hereunder will be applied to Customer's account at the conclusion of the then current License Term.
- (E) The Managed Services credit offered in this section regarding remedies for failure to achieve the Service Availability Objective will be Customer's sole and exclusive remedy for any failure of the Managed Services or any failure of Adobe to meet the Service Availability Objective. Any unused Managed Services credits will expire upon termination of this Agreement.

## 23. Support Services

- 23.1 **Technical Support Contacts.** Adobe will provide Customer technical support to a maximum of 3 named Customer technical support contacts ("**Customer's Technical Support Contacts**") only.
- 23.2 **Customer Success Manager.** During the Development Phase, Staging Phase, and Transition Phase, 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.
- 23.3 **Pre-Production Phase.** During the Pre-Production Phase, 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 Transition Phase or any errors or omissions in the Runbook.
- 23.4 **Production Phase.** During the Production Phase, Adobe will be responsible for providing support solely to Customer's Technical Support Contacts, pursuant to the terms of this Section on Support Services.
- 23.5 **Adobe Response Services.** Adobe will provide prioritized, toll-free support services for the Managed Services, to be accessed by Customer's Technical Support Contacts 24 hours a day, 7 days a week, 365 days a year (each such request a "**Managed Services Request**") according to the Response Times described below.
  - (A) **Response Times.** The Customer must identify the priority level – accurate prioritization of the technical issue is critical to Adobe resolution of issue. The following guidelines should be used by Customer to identify the appropriate priority level.
    - (1) **Priority 1: CRITICAL – 1 hour.** The problem results in extremely serious interruptions to a production system.
      - (a) Priority identification:
        - (i) During Production Phase, the problem results in extremely serious interruptions to the Managed Services or during Staging Phase, serious interruptions in connection with user acceptance testing or training (collectively, "**Priority 1 Phase**"). Tasks that should be executed immediately cannot be executed because of a complete crash of the Managed Services or interruptions in main functions of the Managed Services in the Priority 1 Phase.

- (ii) Data integrity is compromised and the service request requires immediate processing as the issue can result in financial losses.
    - (iii) Problem has affected, or could affect, the entire user community.
  - (b) Customer Action: The Customer must call Adobe Customer Support for all critical Priority 1 issues and Customer's Technical Support Contact must be available to work with the Adobe Technical Support team while Adobe resolves Customer's issue.
  - (c) Adobe Response Time: 1 hour.
- (2) **Priority 2: URGENT - 2 hours.** The problem results in serious interruptions to normal operations, will negatively impact the Managed Services installation, urgent deadlines or at risk.
- (a) Priority identification:
    - (i) Processing can still continue in a restricted manner but data integrity may be at risk and the service request requires timely processing because the malfunction could cause serious interruptions to critical processes or negatively impact business.
    - (ii) During Staging Phase, the problem hinders deployment of an enterprise installation.
  - (b) Customer Action: Customer's Technical Support Contact must be available to work with the Adobe Technical Support team while Adobe resolves Customer's issue.
  - (c) Adobe Response Time: 2 hours.
- (3) **Priority 3: IMPORTANT – 4 hours.** The problem causes interruptions in normal operations.
- (a) Priority identification:
    - (i) During either the Production Phase or the Staging Phase, the problem does not prevent operation of the Managed Services in either the Production Phase or the Staging Phase but there could be minor degradation in performance.
    - (ii) During the Production Phase, the error is attributed to malfunctioning or incorrect behavior of the Managed Services.
  - (b) Customer Action: Customer's Technical Support Contact must be available to work with the Adobe Technical Support team while Adobe resolves Customer's issue.
  - (c) Adobe Response Time: 4 hours.
- (4) **Priority 4: MINOR – 1 business day.** The problem results in minimal or no interruptions to normal operations (no business impact).
- (a) Priority identification: The issue consists of "how to" questions including issues related to APIs and integration, installation and configuration inquiries, enhancement requests, or documentation questions.
  - (b) Adobe Response Time: 1 business day.

**(B) Response Procedure**

- (1) **Adobe acknowledgement of Managed Services Request.** Adobe will undertake reasonable efforts to acknowledge receipt of a Managed Services Request from Customer's Technical Support Contact within the Response Time. The acknowledgment will generally be via the same medium of communication by which the Managed Services Request was reported and will provide a short status report to Customer within a reasonable time; and
- (2) **Adobe Resolution.** Adobe will provide resolutions as required to correct Managed Services malfunctions in order to bring the Adobe provided portion of the Managed Services into substantial conformity with applicable documentation.
  - (a) If Managed Services 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.
  - (b) Adobe will use reasonable efforts to diagnose the problem and 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

use commercially reasonable efforts to provide a remedy to the Customer, which may include eliminating the defect, providing updates, or demonstrating how to avoid the effects of the defect with reasonable commercial effort. The remedy may also include error corrections, patches, bug fixes, workarounds (i.e. temporary solutions) used to complete a task that would not otherwise be possible due to a problem or limitation in the Managed Services, replacement deliveries or any other type of software or documentation corrections or modifications. Each party acknowledges that despite a party's reasonable efforts, not all problems may be solvable.

(c) In addition, Adobe may, at its sole discretion and from time to time, implement fix releases.

(3) **Processing Time.** The processing time for Adobe starts from the date and time when Adobe acknowledges receipt of a Managed Services Request. If the Managed Services Request cannot be solved within a commercially reasonable timeframe, the Managed Services Request may be escalated within the Adobe organization.

- 23.6 **Online Support.** Customer will have unlimited secure access to Adobe's on-line support facility on Adobe's web site at [www.adobe.com](http://www.adobe.com).
- 23.7 **eSupport.** Customer will have access to Adobe's eSupport services via remote computer access. Should Customer choose to access such services, Customer hereby grants permission to Adobe to remotely access the Managed Services from an external computer controlled by Adobe, including any and all of Customer's systems on which the Managed Services depends, for the sole purpose of providing Support Managed Services to Customer.
- 23.8 **Right to Modify Adobe Response Services.** Adobe reserves the right to alter the Adobe Response Services, from time to time, using reasonable discretion but in no event may such alterations result in: (i) diminished support from the level of support set forth herein; (ii) materially diminished obligations for Adobe; or (iii) materially diminished rights of Customer. Adobe will provide Customer with 60 days prior written notice of any material changes to the Adobe Response Services contemplated herein.
- 23.9 **Customer Success Manager.** During the Development Phase, Staging Phase, and Transition Phase, Adobe will make available a resource who may answer questions from those support contacts 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 service level or availability level in association with such Customer Success Manager.

## 24. Updates and Upgrades.

- 24.1 **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. Such 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 Service Availability Objective (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 Staging Phase at a mutually agreed upon time described in the section entitled "Upgrade Timing" below. Once Adobe performs such installation, Customer (or its Development Partner) 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 the section entitled "Upgrade Timing" below. In the event of the failure of the upgrade, Adobe will take corrective action if the issue is due to issues with Adobe's software. If the issue is with Customizations, Adobe will take reasonable steps to support Customer (or its Development Partner) in Customer's efforts to make adjustment to the code underlying the 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 the section entitled "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 the Customer to determine a mutually agreed upon time to provide a Staging Phase system for the 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 the Customer notifies Adobe that the tests on the Staging Phase system have passed, Adobe will work with the 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). In the event that Customer elects to defer or decline an upgrade that is required to maintain the Managed Services within at least one major upgrade of the then-current, generally commercially available version of the Adobe Connect Hosted 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 Fifty Percent (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.

24.2 **Emergency Upgrades.** Notwithstanding anything to the contrary herein, Customer must accept all Emergency Upgrades.

25. **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 or its Development Partner 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 and/or its Development Partner will immediately update the Runbook upon any Adobe request.

25.1 **Runbook table:**

Runbook Subject Matter	Description
System Configuration	<p>The Guidelines prohibits Customer and/or the Development Partner from applying patches to the Managed Services. If Customer and/or the Development Partner apply any patches to the Managed Services, however, Customer will describe such patches.</p> <p>Adobe will provide to Customer and/or the Development Partner information regarding the Managed Services, and Customer and/or Development Partner will verify and state whether this information is correct and utilized.</p>
Customizations	<p>A list of all customizations Customer or Development Partner made to the Managed Services.</p> <p>A list of all software installed by Customer or Development Partner in connection with the Managed Services. A description of the functionality of and bugs included in such software.</p> <p>A list of all Adobe LiveCycle ReaderExtensions credentials or PKI certificates applied to the Managed Services by Customer or Development Partner.</p> <p>Whether Customer would like Adobe to follow a backup schedule for Customer’s implementation of the Managed Services that is different from the backup schedule that Adobe generally follows.</p>
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</p>



Runbook Subject Matter	Description
	<p>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 service.</p>
User Acceptance Testing Documentation	<p>Describe the load testing scenarios conducted by Customer or Development Partner.</p> <p>Describe the User Acceptance Testing scenarios conducted by the Customer or Development Partner.</p> <p>Describe the positive and negative outcomes of such testing.</p>
Post Production CAB	<p>Describe the changes to the Managed Services in the Production Phase made by Adobe and approved by the CAB as a result of change requests made by Customer and/or Development Partner.</p>
Events and Responses	<p>List all known weaknesses in the 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"> <li>• All log files created by Customer or Development Partner;</li> <li>• all information source or recipient repositories;</li> <li>• all data bases and other info storage occurring in the Managed Services;</li> <li>• any encryption models implemented in the Managed Services;</li> <li>• all communications with any upstream data sources, including forms;</li> <li>• any additional executables/WAR Files added to the Managed Services;</li> <li>• all information required for their long-term administration; and</li> <li>• the most common failure modes and recommendations for recovery from such failures.</li> </ul>
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 the Development Partner relationship.</p> <p>Specify the Development Partner contact who Adobe can contact in a support emergency.</p> <p>Specify the Development Partner contact for management escalation.</p> <p>Specify the Development Partner contact with whom Adobe will work to test upgrades to the Managed Services.</p> <p>Describe this Agreement between Customer and Development Partner. Include details on Development Partner's response time requirements and other special instructions from Customer regarding such response times.</p>

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### Additional Definitions

- 26.1 **“Adobe Reader Features”** means the following:
- (A) certain technology embedded into PDF files by the Managed Service that enables features in Adobe Reader software that would not otherwise be available (e.g., the ability to save documents locally or add annotations); and
  - (B) metadata that contains or refers to access and usage rights designed to be enforced by LiveCycle Rights Management components of the Managed Service directly or through supported software applications.
- 26.2 **“Authorized Users”** means employees, Development Partners, and individual contractors (i.e. temporary employees) of Customer. Non-licensed persons that participate in electronic processes that utilize the Managed Service will be deemed Authorized Users for the sole purpose of counting the number of users using the Managed Service under the per-Authorized User License Metric and not for any other purpose.
- 26.3 **“Certified Document”** or **“CD”** means a PDF file that has been digitally signed using the following:
- (A) the Managed Service’s CD feature set;
  - (B) a certificate; and
  - (C) a “private” encryption key that corresponds to the “public” key in the certificate.
- 26.4 **“Customer Error Incident”** means any Managed Services unavailability resulting from Customer’s applications, Customer Content, or Customer’s equipment, or the acts or omissions of any User of the Managed Services or any agent hired by Customer to implement or maintain the Managed Services including the Development Partner
- 26.5 **“Data Services Features”** means the remoting features and associated data services destinations automatically installed and configured with the initial installation of the Foundation Components.
- 26.6 **“Document”** means an electronic or printed file that is processed or generated by the Managed Service, including documents that contain data fields where data may be entered and saved.
- 26.7 **“Foundation Components”** means the components of the Managed Service that are automatically installed with the standard configuration for first-time installations, and specifically excludes the following:
- (A) Evaluation Software, the portions of the LiveCycle SDK Components other than the client libraries used to access the Managed Service programmatically, and Flex SDK Components;
  - (B) the JBoss Application Server Software, the MySQL database software and the MySQL JDBC driver software accompanying the Managed Service; and
  - (C) other components of the Managed Service that are separately licensed by Adobe.
- 26.8 **“Instance”** means 1 copy of AEM for Forms Portal running on the hardware infrastructure managed by Adobe. Each Instance can be designated as either ‘author’ or ‘publisher’ but each will be counted separately as one Instance.
- 26.9 **“LiveCycle SDK”** means the software libraries (including client libraries used to programmatically access the Managed Service), sample software code, application programming interfaces, header files and related information, and the file format specifications, if any, included as part of the Managed Service as described in the Documentation or a “Read Me” file accompanying the applicable Managed Service, but specifically excludes the Flex SDK.
- 26.10 **“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.
- 26.11 **“SDK Software”** means, collectively, the LiveCycle SDK and Flex SDK.
- 26.12 **“Server”** means a single installation of the LiveCycle On-premise software installed on infrastructure provided by Adobe with the computing equivalent of 4 CPUs of capacity of a 1.0-1.2 GHz 2007 Opteron or 2007 Xeon processor.
- 26.13 **“Service Availability”** means the percentage obtained by dividing the number of minutes the Managed Services in the Production Phase is capable of receiving, processing, and responding to requests, during the applicable month by the number of total minutes in the applicable month, excluding in all cases

Planned Scheduled Maintenance, Scheduled Maintenance, Customer Error Incidents, and any event described in the Force Majeure section of the General Terms.

26.14 **“Service Availability Objective”** means Service Availability of 99.9% as measured on a monthly basis.

26.15 **“User”** means employee(s) or contractors of Customer that are authorized to have login access, either directly or programmatically such as through use of an API, to AEM for Forms Portal for any purpose, including administration or authoring of the Instance(s), administration of Adobe hosted or online accounts, or maintenance of Customer Content stored within AEM for Forms Portal.

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