



PSLT - Adobe Experience Manager: Cloud Service (2020v2)

1. **Customer Responsibilities.** Customer is solely responsible for:
 - 1.1 creating and providing a complete and accurate Runbook to Adobe;
 - 1.2 creating and testing Customer Customizations for the purpose of evaluating potential configurations of the Cloud Service;
 - 1.3 using the Cloud Manager Framework to submit, store, process, and manage changes to, the Customer Customizations, including Customer Customization source code;
 - 1.4 conducting additional quality and security testing of those Customer Customizations by performing bug elimination, simulations, and integration with other Customer systems; and
 - 1.5 conducting automated tests, including regression testing, within the Cloud Manager Framework to validate successful implementation of Updates.

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 1.5 above. Customer acknowledges and agrees that any testing of Customer Customizations via the Cloud Manager Framework 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. **Runbook.** Customer must promptly update the Runbook each time it creates new Customer Customizations for use in the Cloud Service. 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.
4. **Backup.** Customer Data, Customer Content and Customer Customizations, including source code, stored within the Cloud Service will be available to Customer for 30 days 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.
5. **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 testing and quality assurance purposes and not for stage or production purposes.
6. **Permitted Use.** Adobe may access, use, copy and store Customer Data, Customer Content, 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, Customer Content or Customer Customizations created for the purpose of the aforementioned testing will be subject to the applicable confidentiality obligations established in the Agreement.
7. **Automated Forms Conversion Service.** Customer must not upload, submit, or convert Documents that include prefilled data fields to the On-demand Services, and, in addition, must not transmit, provide, or otherwise make available to Adobe via the On-demand Services any Prohibited Data, alone or in combination with other data.
8. **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.
9. **Patches.** Customer is prohibited from applying patches to the Cloud Service, unless expressly approved by Adobe in the Runbook.

10. **Service Level Agreement.** Adobe's Minimum Uptime Percentage obligations are detailed in the Service Level Agreement and the Service Commitment Exhibit for AEM as a Cloud Service found here: <http://www.adobe.com/legal/service-commitments.html> (together the "**Service Level Agreement**").
11. **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 the Minimum Uptime Percentage (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. Some components of the Cloud Manager Framework which are specifically dedicated to delivery of Updates may not be available for use by Customer for the period during delivery of an Update. Emergency Updates will be implemented by Adobe as needed.
12. **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>.
13. **Additional Claims.** Customer's indemnification obligations set forth in the General Terms will also apply to Claims that relate to or arise from any Customer Customization or Customer Content. The additional Claims in this section are treated as Data Privacy Claims or Other Claims as described in the applicable General Terms.
14. **Additional Definitions**
 - 14.1 "**AEM Cloud Service SDK**" means an On-premise Software version of the licensed Cloud Service.
 - 14.2 "**Cloud Manager Framework**" means Adobe's continuous integration, continuous deployment and testing framework. The Cloud Manager Framework may:
 - (A) store Customer Customizations, including source code (Customer agrees that it will upload only Customer Customizations into the Cloud Manager Framework repository);
 - (B) test the quality of Customer Customizations;
 - (C) provide recommended or required updates or changes to Customer Customizations;
 - (D) compile approved Customer Customizations;
 - (E) deploy Customer Customizations;
 - (F) deliver Updates;
 - (G) facilitate Customer's testing and validation of Updates; and
 - (H) allow authorized Users to make self-service increases to the Cloud Service.
 - 14.3 "**Cloud Service**" means the AEM as a Cloud Service (and applicable add-ons) On-demand Services as set out in the Sales Order.
 - 14.4 "**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.
 - 14.5 "**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.
 - 14.6 "**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.
 - 14.7 "**Minimum Uptime Percentage**" means the minimum Uptime Percentage (as defined in the Service Level Agreement) for each Cloud Service licensed by Customer.
 - 14.8 "**Prohibited Data**" means data which would allow Adobe to directly identify a specific natural person (rather than their device), such as their telephone number, email address, government issued identification number, name, postal address.

14.9 **“Runbook”** means a document written by Customer that provides Adobe with a list of Customer Customizations and configurations Customer made to the Cloud Service. Such list is intended to assist Adobe in running and supporting the Cloud Service.