PSLT - Adobe Experience Manager: Managed Services - China (2024v1)

1. **Pre-Production Phase**

   1.1 During the Pre-Production Phase, Customer will:

   (A) create and provide a complete and accurate Runbook to Adobe for review and obtain Adobe's written approval of such Runbook;

   (B) create and test Customer Customizations for the purpose of evaluating potential configurations of the Managed Services;

   (C) where available, use the Cloud Manager Framework to submit, store, process, and manage changes to, the Customer Customizations, including Customer Customization source code; and

   (D) conduct additional quality and security testing of those Customer Customizations and configurations by performing bug elimination, simulations, and integration with other Customer systems.

2. **Production Phase**

   2.1 If Customer desires to make any Customer Customizations to the Managed Services once the Managed Services are in the Production Phase:

   (A) Customer will request that Adobe launch a cloned staging server, implement such Customer Customizations, and request that such Customer Customizations be reviewed and approved by Adobe;

   (B) the Managed Services will then revert to the Pre-Production Phase in connection with such Customer Customizations on such cloned server; and

   (C) Adobe will continue to simultaneously run the Managed Services in the Production Phase while such Customer Customizations are in the Pre-Production Phase.

3. **Customer Customizations**

   3.1 Adobe will not be responsible for any defect or failure in the Managed Services caused by Customer Customizations, Customer's configuration of the Managed Services, or by Customer's failure to meet the obligations in sections 1 and 2 (Pre-Production Phase and Production Phase). 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.

   3.2 Should Customer fail to implement changes to Customer Customizations required by the Cloud Manager Framework (or otherwise required by Adobe), Customer may need to license additional Managed Production Capacity.

4. **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 Managed Services or other Managed Services customers. References to Customer in this PSLT refer to both Customer and its Development Consultant(s).

5. **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 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 will immediately update the Runbook upon any Adobe request.

   5.1 **Runbook Table:**

Runbook Subject Matter	Description
System Configuration	Adobe may provide Customer with information regarding the configuration of the Managed

Runbook Subject Matter	Description
	Services, and Customer must verify whether this information is correct.
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 AEM Forms 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' Production Phase, which were requested by Customer and approved and implemented by Adobe.
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: • all log files created by Customer; • all information source or recipient repositories; • all databases and other information 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 long-term administration of the Customer Customizations; and • the most common failure modes and recommendations for recovery from such failures.
Contacts and Contracts	Specify a Customer contact who Adobe should notify if the system goes down. Specify a Customer resource who has technical knowledge of the Managed Services and who can answer questions from Adobe. Specify any links between Customer's IT gate keeper for the Managed Services and other Customer systems (*e.g.*, LDAP, data repositories, etc.). Specify the Customer relationship manager for Development Consultant. Specify the Development Consultant contact who Adobe can contact in a support emergency. Specify the Development Consultant contact for management escalation. Specify the Development Consultant contact with whom Adobe will work to test upgrades to the Managed Services. Describe the agreement between Customer and Development Consultant. Include details on Development Consultant's response time requirements and other special instructions from Customer regarding such response times.

6. **Long-Term Storage and Encryption**

6.1 Adobe stores all long-term Customer Data and related operational data on mechanisms external to the virtual machines supporting Customer's Managed Services deployment.

6.2 Adobe encrypts all Customer Data and related operational data stored outside the virtual machine at a standard of no less than AES-256.

7. **Backup**

7.1 Adobe backs-up long-term Customer Data and related operational data of production and non-production environments such that Adobe can make a rapid recovery of the Managed Services in the event of a loss of the primary data within a system.

7.2 Adobe encrypts all backups at the same standard or better as set forth above for long-term storage. All backed-up Customer Data, and related operational data 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.

7.3 All backups of the production environment will be taken at a frequency specified by Customer in Customer's Runbook, or daily if no specification is made.

7.4 Adobe will retain all backups of the production environment for a period specified in 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.

7.5 All backups of the non-production environment will be taken daily and Customer is entitled to one non-production environment restore per week.

7.6 Adobe will retain a back-up of the non-production environment until replaced by the subsequent back-up.

7.7 Customer Data and Customer Customizations, including source code, stored within the Managed Services 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 Managed Services. Customer acknowledges and agrees that the Managed Services should not be Customer's only repository for Customer Customizations.

8. **Adobe Experience Targeting – Data Retention.** To the extent that Customer has licensed Managed Services that include bundled Adobe Experience Targeting, Customer Data collected by Adobe Experience Targeting may be permanently deleted from Adobe's servers (a) 90 days after collection for visitor profile data, and (b) 12 months after collection for Customer Site activity data. Customer Data associated with Adobe Experience Targeting is stored outside of the Managed Services, in the Adobe Experience Targeting On-demand Service environment.

9. **Adobe Developer App Builder.** Any integration developed by Customer using Adobe Developer App Builder is considered a Customer Customization.

10. **License for Development Software.** Customer may install and use a reasonable number of copies of the On-premise Software versions of the licensed Managed Services in a development environment only, strictly for testing and quality assurance purposes and not for production purposes.

11. **Permitted Use.** Adobe may access, use, copy and store Customer Data, Customer Customizations, User interactions, and Managed Services system performance to test AEM and the Managed Services and derive information which may be used to develop, build, modify, improve, support, and operate AEM and the Managed Services; 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.

12. **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.

13. **Patches.** Customer is prohibited from applying patches to the Managed Services, unless expressly approved by Adobe in the Runbook.

14. **Service Level Agreement.** Adobe's Minimum Uptime Percentage obligations are detailed in the Unified SLA and the AEM Managed Services Addendum found here: https://www.adobe.com/legal/service-commitments.html (together the "Service Level Agreement").

15. **Support Services.** All priority issues and issues related to the performance of the Managed Services should be submitted pursuant to the Support Policies: Terms and Conditions described at: https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html (each a "Service Request"). If a

Service 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. 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 process the Service Request as detailed in the Support Policies: Terms and Conditions. In addition, Adobe may, at its sole discretion and from time to time, implement fix releases.

16. **Software Updates and 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 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), an upgrade delivered as a Service Pack specific to the latest version of Adobe Experience Manager (each an "**AEM Service Pack Upgrade**") 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 Phase at a mutually agreed upon time described in section 15(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 Phase on a schedule described in section 15(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 Phase server(s) as described above. A Customer may elect to defer or decline any such upgrade (excluding Emergency Upgrades) as set forth in section 15(D) (Upgrade Deferrals) below.

    (C) **Upgrade Timing.** Emergency Upgrades will be implemented by Adobe as needed. If Customer is on the latest version of Adobe Experience Manager, AEM Service Pack Upgrades will be implemented by Adobe upon Customer's request, or at least once every 18 months, to upgrade Customer to the most recent AEM Service Pack Upgrade. As part of the AEM Service Pack Upgrade, Adobe may, at its discretion, make other maintenance updates to the Managed Services system infrastructure. 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 Phase 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 Phase 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 (i) 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 Experience Manager Managed Services, or (ii) an AEM 6.5 Service Pack Upgrade that is required to maintain the Managed Services that are on Adobe Experience Manager version 6.5 within the latest six supported AEM 6.5 Service Pack Upgrades (each a "**Support Upgrade**") for any reason (including but not limited to, unwillingness to accept the Support Upgrade or unwillingness to make Customer 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 ("**Extended Operations Uplift Fee**"). 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.

17. Use in Mainland China. These additional licensing terms apply to Customer's use of and access to the Managed Services in mainland China (the "**Territory**"):

17.1 The Managed Services must not be:

(A) used to collect or store any Sensitive Personal Data, important data (重要数据信息), or core data (核心数) as defined under local laws, and any other data that is restricted by local laws from being transferred outside of the Territory; and

(B) used by Customers that are, or that have been identified as, Critical Information Infrastructure Operators ("CIIOs"), or by Customers that are restricted, by local Data Protection Laws, to transfer Customer Data outside of the Territory.

17.2 Customer must use the Managed Services in compliance with data protection and other applicable laws, including obtaining any required consents, and Customer will defend Adobe against any third-party claims arising from its failure to do so.

17.3 Each instance set forth in clauses 17.3(A) – 17.3(C) constitutes a "Government Action":

(A) a change in applicable law, regulation or standards (or the reasonable interpretation of such law, regulation or standards);

(B) direct or indirect action by a government (or its agent), or a government agency or department; or

(C) any technical or legal restrictions imposed by a government (or its agents) or a government agency or department.

17.4 Adobe is not liable or responsible for any interruption or delay in relation to the Managed Services, any failure of Adobe to fulfil any of its obligations under the Agreement, or Customer's inability to use or access the Managed Services, due to or arising out of a Government Action.

17.5 If, in the reasonable opinion of Adobe, a Government Action would effectively prohibit or restrict Adobe from offering the Managed Services in the Territory, including the marketing of Customer's products or services to clients of Customer within the Territory, or would impose significant additional costs on Adobe to provide those Managed Services in the Territory, Adobe will have the right to discontinue the provision of the Managed Services in the Territory to Customer by providing at least thirty (30) days prior written notice to Customer. In the event that Adobe discontinues the Managed Services, Customer's sole and exclusive remedy will be to either (A) transition its deployment of the Managed Services in the Territory to a similar deployment in an alternative data center location selected by Adobe, or (B) to receive a refund of any prepaid, unused fees for the discontinued Managed Services.

17.6 The Managed Services are hosted locally within the Territory by Adobe's third-party provider(s):

(A) On the AWS platform, Beijing Sinnet Technology Co., Ltd.; and

(B) On the Microsoft Azure platform, Shanghai Blue Cloud Technology Co., Ltd. ("21Vianet")

For more information on these third party providers, please see https://www.amazonaws.cn/en/about-aws/china/ for the AWS platform and https://docs.microsoft.com/en-us/azure/china/china-welcome for the Microsoft Azure platform.

17.7 Customer's license to use certain products, offerings, bundles, or functionalities delivered as part of the Managed Services is subject to general availability of such products, offerings, bundles, or functionalities for use in the Territory as further described in applicable documentation. Any bundled On-demand Services will be processed and stored outside of the Territory and may not be used by Customers that are, or that have been identified as CIIOs. To the extent Adobe is required to assist Customer with a security review or regulatory inquiry, such assistance will be at Customer's expense.

18. Product Description. Product limitations are detailed in the Product Description for Adobe Experience Manager Managed Services found here: https://helpx.adobe.com/legal/product-descriptions.html.

19. 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.

20. Additional Definitions

20.1 "**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) provide Customer with access to Adobe's identity management system (Customer agrees that it will notify Adobe regarding any desire to use an alternative identify management system);

(E) compile approved Customer Customizations;

(F) deploy Customer Customizations in the Production Phase; and

(G) allow authorized Users to make self-service increases to Managed Services system infrastructure.

The Parties acknowledge that as of the date of this Agreement, the Cloud Manager Framework is not available in the Territory. Customer will use the Cloud Manager Framework as set forth in this PSLT if it is made generally available in the Territory.

20.2 "**Customer Customizations**" means the customizations made to the Managed Services 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.

20.3 **"Customer Data"** is defined the in Adobe General Terms. Where "Customer Content" is defined separately in the Adobe General Terms, Customer Data includes Customer Content.

20.4 "**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 Managed Services during the Pre-Production Phase, and (b) has a minimum of one individual on the development team who has an AEM 6 Architect Certification and will be significantly engaged and involved in the Managed Services development project.

20.5 "**Minimum Uptime Percentage**" means the minimum Uptime Percentage (as defined in the Service Level Agreement) identified in the Sales Order and Documentation for each Managed Service licensed by Customer. Development (QA) Instances and Staging Instances have no guaranteed Minimum Uptime Percentage.

20.6 "**Pre-Production Phase**" means the period of time before the Production Phase.

20.7 "**Production Phase**" means the period of time when Managed Services Users use the Managed Services (A) on Customer Sites; or (B) for its internal operations.

20.8 "**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.

20.9 **"Service Pack"** means a scheduled quarterly release which supports the upgrade path for a specific version, where a patch release number is a single digit number, and which, after installation, will increase the installed release number patch digit, based on the formula X.Y.Z.SPx., where X is the primary version number, Y is the secondary version number, Z is the patch number, and x is the service pack number.