



ADOBE ANALYTICS STANDARD EDITION- SERVICE LEVEL AGREEMENT (2014V2)

1.0. Network Procedures.

Adobe's internal network facilities that host the Covered Services, as defined below, and related software (the "Network") shall meet the following service level standards:

- 1.1 Hosting Facility. The Network is equipped with access security, climate control, fire suppression, managed power supply with generator backup.
- 1.2 Load Distribution Management. The Network is load balanced to distribute load and redundancy across application servers.
- 1.3 Security Services. The Network provides data access security through managed firewall services, private network path for administration and SNMP monitoring, and hardened servers.
- 1.4 Monitoring Services. The computing, operating and networking infrastructure of the Network is monitored 24/7/365 to detect abnormalities. This includes environmental monitoring, network monitoring, load balancing monitoring, web server and database monitoring, firewall services, and intrusion detection.
- 1.5 Backup, Archiving and Recovery Services. Adobe regularly backs up Customer Data, and provides routine and emergency recovery of Customer Data from its archives. The backup schedule includes at least weekly full backups and daily incremental backups.

2.0. Definitions.

- 2.1. "Actual Uptime" means Maximum Availability less Downtime.
- 2.2. "Actual Uptime Percentage" means the percentage of Maximum Availability represented by Actual Uptime (Actual Uptime / Maximum Availability). Note: the Actual Uptime Percentage shall be determined based on Adobe approved reports from Keynote, or a similar third party application or service.
- 2.3. "Available for Data Collection" means the ability for Adobe to collect Up-To-Date session Customer Data from the Customer Site(s). Data is "Up-To-Date" when Real Time Data is available within two (2) hours from the point of collection.
- 2.4. "Available for User Interface" means the ability for Customer to access the Adobe online user interface for the Covered Service, as applicable.
- 2.5. "Covered Service(s)" means the Adobe Analytics Standard Edition.
- 2.6. "Downtime for Data Collection" means any time that the Covered Service(s) are not Available for Data Collection, but excluding Permitted Downtime (as defined below).
- 2.7. "Downtime for User Interface" means any time that the Covered Service(s) are not Available for User Interface, but excluding Permitted Downtime.
- 2.8. "Emergency Maintenance Period" means the period of time elapsed during any maintenance performed on the Network, which maintenance is required as a result of conditions beyond Adobe's reasonable control. Adobe will provide Customer with at least thirty (30) minutes advance notice for emergency maintenance. Emergency maintenance may occur at any time, as Adobe deems necessary. Emergency maintenance notifications will be sent to a single Customer email address. It is Customer's sole responsibility to ensure the provided email address is current and fully functional. Customer's email address for notification purposes must be communicated to Adobe in writing prior to the issuance of any emergency maintenance notifications by Adobe.
- 2.9. "Maximum Availability" means the total number of minutes in the calendar month for which the Actual Uptime Percentage is calculated, e.g. 44,640 minutes in the month of July.
- 2.10. "Permitted Downtime" means the following:
 - a) Inoperability due to any scheduled or emergency maintenance (occurring during the Scheduled Maintenance Periods or Emergency Maintenance Periods);
 - b) Problems caused by Customer's or its telecommunications and Internet services;
 - c) Problems caused by software or hardware not provided or controlled by Adobe;
 - d) Problems due to Force Majeure events, as provided in the Agreement, and acts of war or nature;

- e) Problems due to acts or omissions of Customer, its agents, employees or contractors;
- f) Problems due to defects in software provided by Customer that Adobe could not have discovered through the exercise of reasonable diligence prior to the failure;
- g) Problems due to Customer's failure to implement changes in equipment or software reasonably recommended by Adobe in writing as essential to maintaining service levels following a Customer directed change in the operating environment;
- h) Inoperability due to a Customer driven increase in demand for system resources that has not allowed Adobe a reasonable time to accommodate;
- i) Inoperability due to exceeding the maximum number of concurrent users specified within the Agreement or Sales Order, as applicable;
- j) Problems due to operation under a disaster recovery plan (assuming Adobe has complied with its material obligations with respect thereto); and
- k) provision of the Covered Service after expiration of the Agreement.

2.11. "Scheduled Maintenance Period" means the period of time elapsed during any scheduled maintenance performed by Adobe on the Covered Service or the Network. Adobe will provide Customer with at least one (1) day advance notice for standard maintenance. Adobe will use commercially reasonable efforts to schedule maintenance during hours other than during regular business hours (US Mountain Time). Scheduled maintenance notifications will be sent to a single Customer email address. It is Customer's sole responsibility to ensure the provided email address is current and fully functional. Customer's email address for notification purposes must be communicated to Adobe in writing.

2.12. "Real Time Data" means uncorrelated page view data as measured within the Most Popular Pages Report, as set forth within the reporting platform of the Covered Service. For the sake of clarification, the following data is also included in the definition of "Real Time Data" provided that Customer has not applied any segments or breakdowns to such data:

- a) Page Views in the Page Views and Key Metrics Reports
- b) Page Views on the Pages Report
- c) Instances on Custom Traffic (prop) Reports

3.0. Service Availability Credits

3.1. Data Collection. If during any full calendar month of the term of the Agreement, the Actual Uptime Percentage for Available for Data Collection is lower than 99.0%, and Customer notifies Adobe in writing about such Downtime for Data Collection within ten (10) days of experiencing such downtime, Adobe shall provide Customer with a service credit in accordance with the applicable Service Credit Percentage set forth below. The service credit shall be calculated against monthly fees and shall be paid against future fees. The "Monthly Fee" is determined by dividing the annual or quarterly fees by the number of months in the applicable annual or quarterly period, as further described on the Sales Order.

<u>Actual Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 98.0% but < 99.0%	4% of Monthly Fees
≥ 97.0% but < 98.0%	8% of Monthly Fees
≥ 96.0% but < 97.0%	10% of Monthly Fees
≥ 94.0% but < 96.0%	12% of Monthly Fees
≥ 90.0% but < 94.0%	15% of Monthly Fees
< 90.0%	25% of Monthly Fees

3.2. User Interface. If during any full calendar month of the term of the Agreement, the Actual Uptime Percentage for Available for User Interface is lower than 99.0%, and Customer notifies Adobe in writing about such Downtime for User Interface within ten (10) days of experiencing such downtime, Adobe shall provide Customer with a service credit in accordance with the applicable Service Credit % set forth below. The service credit shall be calculated against monthly fees and shall be paid against future fees. The "Monthly Fee" is determined by dividing the annual or quarterly fees by the number of months in the applicable annual or quarterly period, as further described on the Sales Order.

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≥ 94.0% but < 96.0%	12% of Monthly Fees
≥ 90.0% but < 94.0%	15% of Monthly Fees
< 90.0%	25% of Monthly Fees

3.3. Exclusive Remedies; Cumulative Service Credits; Chronic Failure. Subject to the termination rights set forth in the Agreement, any credits provided pursuant to this Service Level Agreement will constitute Adobe's sole liability and Customer's sole and exclusive remedy for any failure to achieve Actual Uptime Percentages. Failure to achieve the Actual Uptime Percentages for each service described above shall result in the Service Credit % applicable to each service,

subject to a maximum cumulative service credit % of 33% of total monthly fees for the Covered Service (regardless of the number of individual service failures in the applicable month). In the event that Adobe fails to maintain the minimum level of Actual Uptime Percentage for any services set forth above (i.e. 90.0% Actual Uptime Percentage for User Interface and 90.0% Actual Uptime Percentage for Data Collection) for any three (3) consecutive months in a twelve (12) month period, Adobe will be deemed to be in material breach of the Agreement.

4.0. Customer Issues

4.1 Adobe provides 24x7x365 unlimited access to Adobe Client Care for a maximum of five (5) named Customer technical support contacts.

- (A) In the event that Customer experiences a problem(s) with respect to the Covered Service, Customer may utilize the customer support portal or notify the Adobe Client Care team. Such notification of the problem must include a clearly written description of the problem(s) and any steps that Customer can reasonably identify that would allow Adobe to replicate the problem(s). The problem shall be promptly logged upon Adobe's receipt of clear notification of the problem.
- (B) When engaging with Adobe Client Care, the Parties shall mutually assign a priority, generally following the classifications found in the table below, and Adobe shall respond to the problem in accordance with the time frames set forth in the table below. Adobe shall not re-assign a priority of a problem without the prior written consent of Customer.

4.2 **Case Priority Definitions.** Adobe bases its response times and the actions to be taken to resolve Customer's problem on an assessment of the impact of the reported technical issue on Customer's business. The more serious the business impact, the higher the assigned priority. The following guidelines will assist Customer in determining the appropriate priority level

Priority	Description	Response Time
P1	Mission Critical. Essential services are down, causing critical impact to business operations; no workaround available.	1 hour
P2	Urgent. Essential services are significantly degraded and/or impacting significant aspects of business operations.	2 hours
P3	Important. Services are noticeably impaired, but most business operations continue as normal.	4 hours
P4	Minor. The support request consists of "how to" questions, enhancement requests, or documentation questions.	1 business day*

4.3 Resolution of issues

- (A) Resolution of a technical support issue is defined as accomplishing any one of the following:
 - (1) Providing a reasonable solution to the issue
 - (2) Providing a reasonable work-around to the issue
 - (3) Determination by Adobe that the issue is an enhancement request and forwarding the request to Adobe Product Management for future consideration
 - (4) Escalation by Adobe Client Care of the incident/product defect to Adobe Engineering for review.
- (B) Adobe Client Care makes reasonable efforts to resolve the issue, but Adobe cannot guarantee that every issue can be resolved.

4.4 Client Care Contact Information

Solution	Web Portal/Chat Support	Email	Phone*
Adobe Analytics Adobe Social Adobe Target	https://customers.omniture.com/login.php	clientcare@adobe.com	1-800-497-0335
Adobe Experience Manager	http://helpx.adobe.com/wem/support.html	dsupport@adobe.com	866-335-2256 – Option #4

*International Phone numbers are located within the product portal.

4.5 **Escalation Process.** Customer may escalate a resolution when, after working through Adobe's standard support processes, Customer is not satisfied with the level or timeliness of support it has received. Additionally, an escalation can be initiated when there is mission critical impact to Customer's services. Customer's designated account manager will provide a personalized escalation chart for Customer with management contact information.