Adobe PDM - AEM 5.6.1: Managed Services (2014v1)

The Products and Services described in this PDM are subject to the applicable Sales Order, terms of this PDM, General Terms, and Managed Services Exhibit or On-demand Exhibit as applicable.

This PDM covers the following Products and Services:

Line	Name of Products and Services	Exhibit
1	Adobe Experience Manager Web Content Management (AEM WCM)	Managed Service
2	Adobe Experience Management Digital Asset Management (AEM DAM)	Managed Service
3	AEM Add-ons (except for items listed in lines 4 and 5)	Managed Service
4	AEM Dynamic Media, Personalized Media and Video add-on	On-demand Services
5	AEM webinars, powered by Adobe Connect	On-demand Services

Products and Services subject to the Managed Services Exhibit are delivered to the Customer as hosted managed services and are referred to as Managed Services under this Agreement.

Adobe Experience Manager Web Content Management ("AEM WCM") – Product Description

AEM WCM is a platform for delivering digital cross-channel customer experiences and provides an authoring environment with support for in-place editing, drag-and-drop page composition from a library of web components, and controls for search engine optimization, scheduled delivery, and landing page optimization.

1. **AEM WCM Basic Edition**

    1.1 **License Metric.** AEM WCM Basic Edition is licensed per base package. A base package includes two Instances. Any additional Instances must be purchased separately and identified in the applicable Sales Order.

    1.2 **Description.** The AEM WCM Basic Edition consists of the following components and functionality; use of these components is licensed to Customer for use on every Instance included with AEM WCM Basic Edition and each additional AEM WCM Basic Instance(s) licensed, if any:

    (A) **Adobe Marketing Cloud Integrations.** AEM WCM includes functionality for integration with other Adobe Marketing Cloud solutions, this functionality includes only the integration code and Customer must be separately licensed for each of the additional Adobe Marketing Cloud solutions that are integrated.

    (B) **Advanced Content Management.** Advanced Content Management includes forms capabilities, Offline Editor, and WebDAV access.

    (C) **Media Library.** Media Library provides a limited tool for the production and distribution of digital assets. Media Library includes access to the content repository, WebDAV support which allows AEM Users to display and edit the repository content, and basic metadata management.

    (D) **Common Internet File System (CIFS) Support.** The SMB/CIFS Adapter exposes the CRX repository via SMB/CIFS.

    (E) **LDAP with Single Sign On (SSO).** AEM WCM Basic Edition can interact with a LDAP server that stores Customer's user information centrally, eliminating the need for duplication. This central server is then used to verify login information that can be used to realize SSO, both with other in-house applications and external portals.

1.3 **Product Limitations and Use Restrictions.** AEM WCM Basic Edition does not include licenses for AEM Users, which must be licensed separately and identified in the applicable Sales Order.

2. **AEM WCM Standard Edition**

2.1 **License Metric.** AEM WCM Standard Edition is licensed per base package. A base package includes two Instances. Any additional Instances must be purchased separately and identified in the applicable Sales Order.

2.2 **Description.** The AEM WCM Standard Edition consists of the following components and functionality; use of these components is licensed to Customer for use on every Instance included with AEM WCM Standard Edition and on each additional AEM WCM Standard Instance add-on(s) licensed, if any:

(A) **AEM WCM Basic Edition.** All components of the AEM WCM Basic Edition described above.

(B) **AEM Digital Asset Management ("AEM DAM") Basic Functionality.** AEM WCM Standard Edition includes the following limited AEM DAM basic functionality: content repository access, Creative Suite integration, WebDAV support allowing AEM Users to display and edit the repository content, basic reporting, AEM DAM administration UI access, AEM DAM search functionality, query builder API, basic rights management features, Adobe Creative Cloud and Adobe Marketing Cloud integrations, tag management functionality, simple metadata management, digital asset versioning, and time based assets support and transcoding.

(1) The limited AEM DAM basic functionality described above is included with the AEM WCM Standard Edition and granted to Customer only for use on the Instances included the AEM WCM Standard Edition or on any additional Instances purchased as add-ons to this base package.

(2) AEM DAM Standard Edition can be licensed separately as an upgrade to this limited functionality for use with this AEM WCM Standard Edition and its related additional Instances.

(C) **AEM as a Portal.** The AEM as a Portal lets Users run JSR 286-compliant portlets in AEM WCM.

(D) **AEM Portal Director.** The AEM Portal Director provides a content portlet that lets Users display content from the publish Instance, preview content from the author Instance, and provides a link within the content to open the corresponding page in a new browser window.

2.3 **Product/Service Limitations and Use Restrictions.** AEM WCM Standard Edition does not include licenses for AEM Users, which must be licensed separately and identified in the applicable Sales Order.

Adobe Experience Management Digital Asset Management ("AEM DAM") – Product Description

AEM DAM is a product for the planning, production, and distribution of digital assets for marketing campaigns and marketing initiatives.

3. **AEM DAM Standard Edition**

3.1 **License Metric.** AEM DAM Standard Edition is licensed per base package. A base package includes one Instance. Any additional Instances must be purchased separately and identified in the applicable Sales Order.

3.2 **Description.** AEM DAM Standard Edition consists of the following components and functionality; use of these components is licensed to Customer for use on the Instance included with AEM DAM Standard Edition and each additional AEM DAM Instance(s) licensed:

(A) **Advanced AEM DAM Functionality.** All of the basic functionality of AEM DAM described in the AEM WCM Standard Edition base package above is included, plus the following additional or enhanced functionality: asset edit features, advanced rights management, access to integrations including InDesign, Sharepoint, and generic systems integrations (connectors must be purchases separately), advanced metadata management, media portal and asset share access, review and approval workflows, and the ability to add-on AEM Dynamic Media, Personalized Media, and Video capabilities (at additional cost).

(B) **CIFS Support.** The SMB/CIFS Adapter exposes the CRX repository via SMB/CIFS.

(C) **LDAP with Single Sign On (SSO).** AEM DAM Standard Edition can interact with a LDAP server that stores Customer user information centrally, eliminating the need for duplication. This central server is

then used to verify login information that can be used to realize SSO, both with other in-house applications and external Portals.

3.3 Product Limitations and Use Restrictions

(A) AEM DAM Standard Edition is licensed as a standalone base package or as an upgrade to the AEM WCM Standard Edition.

(B) AEM DAM Standard Edition, when purchased as a standalone product separate from AEM WCM Standard Edition, does not include licenses for AEM Users, which must be licensed separately and identified in the applicable Sales Order.

AEM Add-ons – Product Description

AEM Add-ons are add-on components that can only be added, for a cost, to the base license of AEM to enhance the functionality of the AEM deployment. Add-ons can only be added to and function with a licensed base product.

4. AEM General Add-ons

4.1 AEM Users

(A) **License Metric**. AEM Users are licensed per each User and on a named user basis, meaning that a User license is granted to a single User who is authorized to access or use the AEM Products or Services licensed herein. AEM Users are licensed per Cluster where Active Clustering for AEM DAM is activated or in use.

(B) **Product Limitations and Use Restrictions.** AEM User license(s) may not be used concurrently (i.e. the same login ID may not be used by more than one User or Computer at a discrete moment in time) or by multiple Users.

4.2 AEM Feature Pack.

(A) **License Metric.** AEM Feature Packs are licenses per Feature Pack enabled.

(B) **Description.** An AEM Feature Pack is a product feature requested by a customer and built by Adobe for delivery outside of the normal product release cycle and which is not a hotfix or patch. The AEM Feature Pack may or may not be included or supported in future releases. Fees for licensing the requested AEM Feature Pack will be detailed in a Sales Order and a Professional Services Description attached to the Sales Order, describing the AEM Feature Pack and any additional rights and limitations associated with its use.

5. AEM WCM Add-ons

5.1 AEM Active Clustering for AEM WCM

(A) **License Metric.** AEM Active Clustering for AEM WCM is licensed per Cluster where AEM Active Clustering for AEM WCM is activated or in use.

(B) **Description.** The license of Active Clustering for AEM WCM enables Cluster Functionality for AEM WCM licenses.

5.2 AEM Marketing Campaign Management ("AEM MCM")

(A) **License Metric.** AEM MCM is licensed per Instance where AEM MCM is activated or in use.

(B) **Description.** AEM MCM enables Users to plan, design, launch, and optimize marketing campaigns across multiple digital channels, including mobile and social communities.

5.3 AEM Mobile

(A) **License Metric.** AEM Mobile is licensed per Instance where AEM Mobile is activated or in use.

(B) **Description.** AEM Mobile leverages the AEM WCM platform and interface to deliver web content across a range of mobile devices and applications.

5.4 AEM Multisite Manager ("AEM MSM")

(A) **License Metric.** AEM MSM is licensed per Instance where AEM MSM is activated or in use.

(B) **Description.** AEM MSM lets AEM Users define relations between sites and to what degree re-use or control is exerted on the different sites. Once set up, AEM MSM does this automatically.

5.5   **AEM Social Communities**

(A) **License Metric.** AEM Social Communities is licensed per Instance where AEM Social Communities is activated or in use.

(B) **Description.** AEM Social Communities is a solution that enables marketers to create immersive social experiences as part of their website to build brand loyalty and generate demand.

5.6   **AEM eCommerce**

(A) **License Metric.** AEM eCommerce is licensed per Instance where AEM eCommerce is activated or in use.

(B) **Description.** AEM eCommerce provides basic commerce components including product pages, shopping cart and a standard set of APIs to integrate with eCommerce systems.

5.7   **Content Repository Connectors**

(A) **License Metric.** Content Repository Connectors is licensed per base edition where Content Repository Connectors are activated or in use.

(B) **Description.** Each Content Repository Connector is licensed to Customer for use with one AEM WCM base edition (Basic or Standard) and every related additional AEM WCM Instance(s) licensed.

5.8   **AEM DPS Media Publisher**

(A) **License Metric.** AEM Media Publisher is licensed per Instance where AEM Media Publisher is activated or in use.

(B) **Description.** AEM WCM Media Publisher includes capabilities for easy article authoring for publications and integration with Adobe Digital Publishing Suite. Media Publisher may only be added to AEM WCM Standard Edition Instances.

5.9   **Additional AEM WCM Instances**

(A) **License Metric.** Additional AEM WCM Instances are licensed per Instance when added to a base AEM WCM Basic or Standard Edition.

(B) **Description.** Additional WCM Instances can be licensed for use with the AEM WCM Basic or Standard Editions.

5.10   **AEM WCM Generic Production Instance**

(A) **License Metric.** AEM WCM Generic Production Instances are licensed per Instance when added to AEM WCM Basic or Standard Edition.

(B) **Description.** AEM WCM Generic Production Instance can be licensed for use with the AEM WCM Basic or Standard Editions for use in the Production Phase.

5.11   **AEM WCM Generic Non-production Instance**

(A) **License Metric.** AEM WCM Generic Non-production Instances are licensed per Instance when added to AEM WCM Basic or Standard Edition.

(B) **Description.** AEM WCM Generic Non-production Instance can be licensed for use with the AEM WCM Basic or Standard Editions for use in the Non-production Phases (Development, Staging, or Transition Phases).

6. **AEM DAM Add-ons**

6.1   **AEM Dynamic Media, Personalized Media and Video**

(A) **License Metrics.** AEM Dynamic Media, Personalized Media and Video add-ons are available only as an On-demand product. Details of the specific license metrics, descriptions and additional restrictions are in the PDM for AEM Media – On-demand (2014v1).

(B) **Description.** AEM Dynamic Media, AEM Personalized Media, and AEM Video are On-demand Services that enable a cross media platform for managing, enhancing and delivering dynamic, rich content to web, print, email, and mobile channels.

(C) **Restriction.** All AEM Media Products and Services require that Customer have an active license AEM DAM Standard enabled (either Managed Service or On-premise).

6.2 **Active Clustering for AEM DAM**

(A) **License Metrics.** Active Clustering for AEM DAM is licensed per Cluster where Active Clustering for AEM DAM is activated or in use.

(B) **Description.** The license of Active Clustering for AEM DAM enables Cluster Functionality for AEM DAM licenses.

6.3 **Additional AEM DAM Instances**

(A) **License Metrics.** Additional AEM DAM Instances are licensed per Instance when added to an AEM DAM Standard Edition.

(B) **Description.** Additional AEM DAM Instances can be licensed for use with the AEM DAM Standard Edition.

7. **AEM Integration Add-ons, powered by LiveCycle**

7.1 **AEM customer communications, powered by LiveCycle**

(A) **License Metric.** AEM customer communications, powered by LiveCycle, is licensed per CPU.

(B) **Description.** AEM customer communications, powered by LiveCycle enables Customer to centralize the conversion, creation, assembly and delivery of human- and system-generated documents in electronic and printed formats. The extent of these capabilities is described in the product documentation. AEM customer communications, powered by LiveCycle, includes LiveCycle Base Components, LiveCycle PDF Generator, LiveCycle Output, and the Correspondence Management solution.

(C) **Product Limitations and Use Restrictions.**

(1) Customer must have a valid license to AEM in order to use the AEM customer communications, powered by LiveCycle, add-on.

(2) AEM customer communications, powered by LiveCycle, is not available for licensing or use in Japan.

(3) LiveCycle PDF Generator, LiveCycle Output, and the Correspondence Management Solution are described in the PDM for Adobe LiveCycle Managed Services (2014v1) and such descriptions are incorporated herein by reference. Customer's use of each of these components is subject to the terms and conditions contained in the PDM for Adobe LiveCycle Managed Services (2014v1).

7.2 **AEM document services, powered by LiveCycle**

(A) **License Metric.** AEM document services, powered by LiveCycle, is licensed per CPU.

(B) **Description.** AEM document services, powered by LiveCycle enables Customer to render, prefill and extract data from forms, enable capabilities in the free Reader, and manage forms. The extent of these capabilities is described in the product documentation. AEM document services, powered by LiveCycle, includes LiveCycle Base Components, LiveCycle Forms Pro, and LiveCycle Reader Extensions modules.

(C) **Product Limitations and Use Restrictions.**

(1) Customer must have a valid license to AEM in order to use the AEM document services, powered by LiveCycle, add-on.

(2) AEM document services, powered by LiveCycle, is not available for licensing or use in Japan.

(3) The use of LiveCycle Reader Extensions software as part of AEM document services, powered by LiveCycle, is limited to the following use:

(a) enable up to 20 PDF Documents rendered from any source;

(b) enable unlimited PDF Documents only when that Document has been rendered by LiveCycle Forms Pro software immediately prior to its use by an individual Recipient; and

(4) LiveCycle Forms Pro and LiveCycle Reader Extensions are described in the PDM for Adobe LiveCycle Managed Services (2014v1) and such descriptions are incorporated herein by reference. Customer's use of each of these components is subject to the terms and conditions contained in the PDM for Adobe LiveCycle Managed Services (2014v1).

7.3 **AEM document security, powered by LiveCycle**

(A) **License Metric.** AEM document security, powered by LiveCycle, is licensed per Recipient.

(B) **Description**. AEM document security, powered by LiveCycle, enables Customer to place certain controls on documents, such as who may open or print a document. The extent of these capabilities is described in the product documentation. AEM document security, powered by LiveCycle, includes LiveCycle Base Components and LiveCycle Rights Management.

(C) **Product Limitations and Use Restrictions.**

(1) Customer must have a valid license to AEM in order to use the AEM document security, powered by LiveCycle, add-on.

(2) AEM document security, powered by LiveCycle, is not available for licensing or use in Japan.

(3) LiveCycle Rights Management is described in the PDM for Adobe LiveCycle Managed Services (2014v1) and such description is incorporated herein by reference. Customer's use of each of these components is subject to the terms and conditions contained in the PDM for Adobe LiveCycle Managed Services (2014v1).

8. **AEM Integration Add-ons, powered by Adobe Connect**

8.1 **AEM webinars, powered by Adobe Connect.** The functionality for AEM webinars, powered by Adobe Connect is described in the various modules listed in the PDM for Adobe Connect - On-demand Hosted (2014v1). Use of AEM webinars, powered by Adobe Connect, is subject to all the terms and conditions contained in the PDM for Connect – On-demand Hosted (2014v1).

(A) **License Metric.** AEM webinars, powered by Adobe Connect, is licensed per bundle on an annual basis and includes the following:

(1) 1 Adobe Connect Seminar Room – Capacity 1,500

(2) 1 Adobe Connect Seminar Room – Capacity 500

(3) 10 Adobe Connect Named Event Managers

(4) 10 Adobe Connect Named Hosts

(B) **Description.** AEM webinars, powered by Adobe Connect, is only available as an Adobe hosted add-on that provides a set of Adobe Connect On-demand licenses, enabling an integrated end-to-end webinar solution on top of AEM.

(C) **Product Limitations and Use Restrictions.**

(1) Customer must have a valid license to AEM in order to use the AEM webinars, powered by Adobe Connect, add-on.

(2) AEM webinars, powered by Adobe Connect, is not available for licensing or use in Japan.

(3) Use of the AEM webinars, powered by Adobe Connect, add-on requires that Customer download and install the "Adobe Experience Manager webinars integration", available on the AEM Package Share server for no additional charge.

Additional Managed Services Terms.

9. **License for Development Software.** Subject to, and so long as Customer complies with, the terms of this Agreement, and provided that Customer is receiving a valid license to the Managed Services hereunder, Adobe grants to Customer a limited license, during the License Term, to install and use a reasonable number of copies of the on-premise software versions of the licensed Managed Services for development purposes ("**AEM Cloud Hosted Development Software**"). In addition, Customer's AEM Users are granted access to the AEM Cloud Hosted Development Software. Customer use of the AEM Cloud Hosted Development Software is subject to and limited by the following restrictions:

9.1 Customer may use the licensed AEM Cloud Hosted Development Software in Customer's technical development environment only, strictly for testing and quality assurance purposes and not for production purposes.

9.2 The AEM User licenses granted in this section will only have rights to access the AEM Cloud Hosted Development Software for the purposes described herein.

9.3 Adobe grants this license solely in connection with Development Software versions of the Managed Services and for Customer's own internal business operations, and nothing in this section grants any express or implied license to use, distribute, modify, copy, link, or translate the AEM Cloud Hosted Development Software other than in connection with the Customer's use in a development environment.

10. **Use of AEM Development Partners.** Development Partners, whether appointed by the Customer, as permitted in the Exhibit for Managed Services, or otherwise assigned to the project must have a minimum of 1 individual with a CQ Advanced Developer Certification on the development team. Such individual must be significantly engaged and involved in the development project.

11. **Storage**

11.1 Adobe stores all long term Customer Content, Sensitive Personal Information, and related operational data on mechanisms external to the virtual machines supporting the Customer system.

11.2 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.

12. **Backup**

12.1 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.

12.2 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.

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

12.4 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.

13. **Customer Content 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:

13.1 be completed before the effective date of termination of this Agreement; and

13.2 not exceed any Customer Content transition limits imposed by Adobe.

14. **Service Level Agreement.** 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.

14.1 **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.

15. **Support Services**

15.1 **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.

15.2 **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.

15.3 **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.

15.4 **Online Support.** Customer will have unlimited secure access to Adobe's on-line support facility on Adobe's web site at www.adobe.com.

15.5 **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.

15.6 **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 sixty (60) days prior written notice of any material changes to the Adobe Response Services contemplated herein.

15.7 **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.

16. **Updates and Upgrades**

16.1 **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 section 5.1(C) (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 section 5.1(C) (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 section 5.1(D) (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.

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

17. **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.

17.1 **Runbook table:**

Runbook Subject Matter	Description
System Configuration	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. 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.
Customizations	A list of all customizations Customer or Development Partner made to the Managed Services. 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. A list of all Adobe LiveCycle ReaderExtensions credentials or PKI certificates applied to the Managed Services by Customer or Development Partner. 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.
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 service.
User Acceptance Testing Documentation	Describe the load testing scenarios conducted by Customer or Development Partner. Describe the User Acceptance Testing scenarios conducted by the Customer or Development Partner. Describe the positive and negative outcomes of such testing.
Post Production CAB	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

Runbook Subject Matter	Description
	Development Partner.
Events and Responses	List all known weaknesses in the 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 or Development Partner;
	• all information source or recipient repositories;
	• all data bases and other info 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 their long-term administration; 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 the Development Partner relationship.
	Specify the Development Partner contact who Adobe can contact in a support emergency.
	Specify the Development Partner contact for management escalation.
	Specify the Development Partner contact with whom Adobe will work to test upgrades to the Managed Services.
	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.

18. **Additional Definitions.**

   18.1   "**Cluster**" means a group or system of multiple Instances with the same function that are configured to stay synchronized with each other without intervention from another Instance outside of this group (e.g. if two grouped publisher Instances are kept in sync by a third author Instance outside of the group then this configuration is not a Cluster; however, if two grouped publisher Instances are kept in sync by passing information between themselves, or by sharing a common repository, then they are a Cluster).

   18.2   **"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.

   18.3   "**Clustering Functionality**" means the enablement of the On-demand Services to work as a Cluster.

   18.4   "**CPU**" means central processing units on Computers used to operate the Adobe LiveCycle On-premise Software provided that:

      (A)   all CPUs on a Computer on which the Adobe LiveCycle On-premise Software is installed are deemed to operate the Adobe LiveCycle On-premise Software unless Customer configures that Computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of

CPUs that actually operate the Adobe LiveCycle On-premise Software is less than the total number on that Computer; and

(B) when a CPU contains more than one processing core, each group of two processing cores, and any remaining unpaired processing core, will be deemed one CPU unless it conforms to the guidelines described in the applicable Multicore Policy at http://www.adobe.com/go/multicorepolicy, or in a separate writing signed by both parties.

18.5 "**Deploy**" means to deliver or otherwise make available, directly or indirectly, by any means, a Document to one or more persons or entities including Recipients. A Document that has been Deployed will be deemed to remain Deployed until it is no longer available for distribution.

18.6 "**Document**" means an electronic or printed file that is processed or generated by Adobe LiveCycle, including Documents that contain data fields where data may be entered and saved.

18.7 "**Instance**" means one copy of the On-demand Services running on the hardware infrastructure managed by Adobe.

18.8 "**LiveCycle Base Components**" means the Foundation Components, the Adobe LiveCycle SDK Components and the Flex SDK Components, each of which are described in the PDM for Adobe LiveCycle ES 4.0 (2014v1) and incorporated herein by reference. Customer may use Adobe LiveCycle Base Components in the manner, and to the extent, described in the PDM for Adobe LiveCycle ES 4.0 (2014v1).

18.9 "**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.

18.10 "**User**" means employee(s) or contractors (e.g. independent contractors and consultants) of Customer that are authorized to have login access, either directly or programmatically such as through use of an API, to the On-demand Services for any purpose, including, but not limited to, administration or authoring of the Instance(s), administration of Adobe hosted or online accounts, or maintenance of Customer Content stored within the On-premise Software or On-demand Services.

18.11 "**Reader Features**" means:

(A) certain technology embedded into PDF files by Adobe LiveCycle 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 (stored on a Computer and/or embedded in an electronic file of a supported file format) that contains or refers to access and usage rights designed to be enforced by Adobe LiveCycle Rights Management directly or through supported software applications.

18.12 "**Recipient**" means a unique person who receives Deployed Document(s). Recipient licenses may not be shared or used by more than one individual Recipient but may be reassigned

(A) when new Recipients replace former Recipients who have terminated their engagement with Customer; or

(B) upon written permission from Adobe. Each Recipient is licensed for a single Deployment.

18.13 "**Runbook**" means a document written by Customer and/or the Development Partner that provides Adobe with a list of the Customer Customizations and configurations Customer and/or the Development Partner made to the Managed Services, as further described in the section entitled "Runbook" and in any sample provided by Adobe to Customer from time to time, which such list is intended to assist Adobe in running and supporting the Managed Services in the Production Phase.

18.14 "**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, Customer Error Incidents, and any event described in the Force Majeure section of the General Terms.

18.15 "**Service Availability Objective**" means Service Availability of 99.9% as measured on a monthly basis.