



Adobe PDM - AEM 6.0: Managed Services (2014v2)

The Products and Services described in this Product Description and Metrics (“PDM”) document are subject to the applicable Sales Order, PDM, Exhibit for Managed Services, and General Terms.

This PDM describes the following Managed Services products:

Section	Name of Product
1	Adobe Experience Manager Sites
2	Adobe Experience Manager Assets
3	Adobe Experience Manager Apps

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.

1. Adobe Experience Manager Sites (“AEM Sites”) – Product Description

AEM Sites is a web content management 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.

1.1 AEM Sites

(A) **License Metric.** AEM Sites Managed Services is licensed per each base package. A separate base package must be licensed for each AEM Deployment. Customer can license AEM Sites Managed Services in the four different SLA Service Availability levels and base package configurations described in this section below. The specific configuration licensed by the Customer is identified on the applicable Sales Order:

- (1) **99.5% Service Availability.** Includes 1 Author Instance, 1 Publish Instance, and 1 Dispatcher Instance for Production
- (2) **99.9% Service Availability.** Includes 1 Author Instance, 2 Publish Instances, and 2 Dispatcher Instances for Production
- (3) **99.95% Service Availability.** Includes 2 Author Instances, 4 Publish Instances, and 4 Dispatcher Instances for Production
- (4) **99.99% Service Availability.** Includes 2 Author Instances, 4 Publish Instances, and 4 Dispatcher Instances for Production, and 2 Author Instances, 4 Publish Instances, and 4 Dispatcher Instances for Pre-Production

(B) **Product Description.** AEM Sites includes the following capabilities. Use of these capabilities is licensed to Customer for use on the Author and Publish Instances included with AEM Sites and on each Additional Author or Publish Instance of AEM Sites licensed and added to the AEM Deployment.

- (1) **Media Library.** Media Library provides a limited tool for the production and distribution of digital assets. Media Library includes a content repository, Creative Suite integration via Adobe Drive and WebDAV, Creative Cloud file share integration, basic metadata management, asset versioning, basic tag management, activity streams (timelines), and limited rights management functionality.
- (2) **Additional Modules Included.** AEM Sites also includes use of any of the following modules and tools on each licensed AEM Deployment of AEM Sites: Adobe Marketing Cloud Integrations,

Advanced Content Management, Dispatcher, LDAP with Single Sign On (SSO), Marketing Campaign Management, Media Publisher, Portal, Portal Director, Targeting, and Projects, and Tools.

(C) Included Storage, Network I/O, and Backup

- (1) **Production Phase AEM Deployment.** The following total aggregate capacity across all Production Phase Author and Publish Instances is included for each AEM Deployment licensed:
 - (a) **Storage:** Customer may use a total combined storage at any one time, for all active data, of 250 gigabytes per AEM Author and Publish Instance. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.
 - (b) **Network I/O:** Customer may use a total combined input and output traffic, to and from the given cloud region, of 500 gigabytes per month per AEM Author and Publish Instance. There is no limit on the transmission of information that does not depart the regional cloud and is instead terminated at another server on the cloud. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.
 - (c) **Backup:** Customer may use a total combined backup space of one terabyte per AEM Author and Publish Instance. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.
- (2) **Non-Production Phase AEM Deployment.** The following total aggregate capacity across all Non-Production Phase Author and Publish Instances is included for each AEM Deployment licensed:
 - (a) **Storage:** Customer may use a total combined storage at any one time, for all active data, of 50 gigabytes per AEM Author and Publish Instance. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.
 - (b) **Network I/O:** Customer may use a total combined input and output traffic, to and from the given cloud region, of 50 gigabytes per month per AEM Author and Publish Instance. There is no limit on the transmission of information that does not depart the regional cloud and is instead terminated at another server on the cloud. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.
 - (c) **Backup:** Customer will not receive backup space for non-production deployments. In the event the Customer requires storage space for a non-production deployment, Customer will be billed at the then-current Adobe list price.

(D) Product Limitations and Use Restrictions

- (1) AEM Sites integrations with Adobe Marketing Cloud, Adobe Digital Publishing Suite, Adobe Creative Cloud, and Adobe Creative Suite include only the integration code; Customer must license each of the additional products separately.
- (2) A separate license for AEM Sites base package is required for each AEM Deployment of AEM Sites. Additional Instances may be licensed separately and added to an AEM Deployment of AEM Sites to increase the capacity of that AEM Deployment.
- (3) AEM Sites does not include licenses for AEM Users, which must be licensed separately and identified in the applicable Sales Order.
- (4) In addition to the Instances included in the base package described above, additional Author, Publish, or Generic Instances may be recommended based on Customer's specific use.
- (5) AEM Sites Managed Services does not include CDN services by default, but can be purchased separately.

1.2 AEM Sites Add-ons

(A) Additional Instances

- (1) **License Metric.** Additional Instances are licensed per Instance.
- (2) **Description.** Additional Instances are added to an AEM Deployment of AEM Sites Managed Services to increase the capacity of this AEM Deployment and can be designated either as an Author or Publish Instance. Additional Instances have the same Service Availability as the associated AEM Deployment base package.

- (3) **Product Limitations and Use Restrictions.** Additional Instances may only be added to an AEM Deployment where the AEM Sites base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Sites.
- (B) **Additional Generic Production Instance**
- (1) **License Metric.** AEM Sites Generic Production Instances are licensed per Instance.
 - (2) **Description.** AEM Sites Generic Production Instances are available either as an extra-large or large Instance for use in the Production Phase. Additional Instances may only be added to an AEM Deployment where the AEM Sites base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Sites. Additional Generic Production Instances have the same Service Availability as the associated AEM Deployment base package.
- (C) **Additional Generic Non-production Instance**
- (1) **License Metric.** AEM Sites Generic Non-production Instances are licensed per Instance.
 - (2) **Description.** AEM Sites Generic Non-production Instances are available either as a large or medium Instance for use in the Non-production Phase (development, staging, or transition phases). Additional Instances may only be added to an AEM Deployment where the AEM Sites base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Sites. Additional Generic Non-production Instances have a Service Availability of 99.5% regardless of the Service Availability of the associated AEM Deployment base package.
- (D) **AEM Users**
- (1) **License Metric.** AEM Users are licensed 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 Sites, AEM Assets, or AEM Apps products licensed herein.
 - (2) **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.
- (E) **Commerce**
- (1) **License Metric.** Commerce is licensed per Instance. Commerce Instances must be licensed in a quantity equal to the total number of Author and Publish Instance deployed on the AEM Deployment where the Commerce functionality, or any portion thereof, is being used or was previously activated (even if not continuously in-use).
 - (2) **Description.** Commerce provides basic commerce capabilities including product pages, shopping cart, and a standard set of APIs to integrate with eCommerce systems. Commerce Instances have the same Service Availability as the associated AEM Deployment base package.
- (F) **Mobile**
- (1) **License Metric.** Mobile is licensed per Instance. Mobile Instances must be licensed in a quantity equal to the total number of Author and Publish Instance deployed on the AEM Deployment where the Mobile functionality, or any portion thereof, is being used or was previously activated (even if not continuously in-use).
 - (2) **Description.** Mobile leverages the AEM Sites platform and interface to deliver web content across a range of mobile devices; providing functionality for creating mobile specific websites, viewing a mobile page emulated for a mobile device, or switching between several views. Mobile includes LiveCopy functionality, which allows a link content between standard websites created in AEM Sites and mobile/tablet sites created with Mobile. Customers do not need Multi-Site Manager to use LiveCopy functionality between a standard website and a mobile site. However, if Customer is managing multiple websites for different regions, languages, etc. Multi-Site Manager is required. Mobile Instances have the same Service Availability as the associated AEM Deployment base package.
- (G) **Multisite Manager**

- (1) **License Metric.** Multisite Manager is licensed per Instance. Multisite Manager Instances must be licensed in a quantity equal to the total number of Author Instance deployed on the AEM Deployment where the Multisite Manager functionality, or any portion thereof, is being used or was previously activated (even if not continuously in-use).
- (2) **Description.** Multisite Manager lets AEM Users define relations between sites and to what degree re-use or control is exerted on the different sites. Once set up, Multisite Manager does this automatically. Multisite Manager Instances have the same Service Availability as the associated AEM Deployment base package.
- (3) **Product Limitations and Use Restrictions.** Multisite Manager is only for use with Instances designated as Author Instances and will not function with Publish Instances.

(H) **Social Communities**

- (1) **License Metric.** Social Communities is licensed per Instance. Social Communities Instances must be licensed in a quantity equal to the total number of Author and Publish Instance deployed on the AEM Deployment where the Social Communities functionality, or any portion thereof, is being used or was previously activated (even if not continuously in-use).
- (2) **Description.** 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. Social Communities Instances have the same Service Availability as the associated AEM Deployment base package.

2. Adobe Experience Manager Assets (“AEM Assets”) – Product Description

AEM Assets is a digital asset management tool that is fully integrated with the AEM platform and enables Customer to share and distribute digital assets. AEM Users can manage, store, and access images, videos, documents, audio clips, and rich media for use on the web, in print, and for digital distribution.

2.1 AEM Assets

- (A) **License Metric.** AEM Assets Managed Services is licensed per each base package. A separate base package must be licensed for each AEM Deployment. Customer can license AEM Assets Managed Services in the four different SLA base package configurations described in this section below. The specific configuration licensed by the Customer is identified on the applicable Sales Order:
 - (1) **99.5% Service Availability.** Includes 1 Author Instance and 1 Dispatcher Instance for Production
 - (2) **99.9% Service Availability.** Includes 2 Author Instances and 2 Dispatcher Instances for Production
 - (3) **99.95% Service Availability.** Includes 4 Author Instances and 4 Generic Instances for Production
 - (4) **99.99% Service Availability.** Includes 4 Author Instances, 4 Dispatcher Instances, for Production and 4 Author Instances and 4 Dispatcher Instances for Pre-Production
- (B) **Description.** AEM Assets includes the following capabilities. Use of these capabilities is licensed to Customer for use on the Instance included with AEM Assets and on each Additional Instance of AEM Assets licensed and added to the Deployment.
 - (1) **Core Features.** Content repository, collaboration and annotations of assets, configurable search facets, asset versioning, asset edit, rotate and crop, static renditions, tag management, collections & lightbox, camera RAW file support, advanced metadata management, predefined asset workflows, media portal asset share (additional Publish Instance required), video encoding (ffmpeg), and review and approval workflows.
 - (2) **Integrations.** Integration connectors are available for Adobe products and third-party products (purchased separately), including Adobe Creative Cloud and Marketing Cloud folder sharing, Creative Suite application integrations via Adobe Bridge, Drive, and PIM integration, Advanced InDesign Server integration, SharePoint, and Documentum integrations.
 - (3) **Additional Modules Included.** AEM Assets also includes use of any of the following modules and tools on each licensed AEM Deployment of AEM Assets: Commerce, dynamic renditions, reporting, rights management security by ACL, advanced rights management functionality

including closed user group access at folder level and on the Publish Instance, copyright web statement and expirations, LDAP with SSO, advanced review and approval workflows to create ad-hoc reviews on batch assets, and Projects.

(C) Product Limitations and Use Restrictions

- (1) AEM Assets integrations with Adobe Marketing Cloud, Adobe Creative Cloud, and Adobe Creative Suite include only the integration code. Customer must license each of the additional products separately.
- (2) A separate license for AEM Assets is required for each AEM Deployment of AEM Assets. Additional Instances may be licensed separately and added to an AEM Deployment of AEM Assets to increase the capacity of that AEM Deployment.
- (3) AEM Assets does not include licenses for AEM Users, which must be licensed separately and identified in the applicable Sales Order.
- (4) In addition to the Instances included in the base package described above, additional Author, Publish, or Generic Instances may be recommended based on Customer's specific use.

2.2 AEM Assets Add-ons

(A) Additional Instances

- (1) **License Metric.** Additional Instances are licensed per Instance.
- (2) **Description.** Additional Instances are added to an AEM Deployment of AEM Assets to increase the capacity of that AEM Deployment and can be designated either as an Author or Publish instance.
- (3) **Product Limitations and Use Restrictions.** Additional Instances may only be added to an AEM Deployment where the AEM Assets base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Assets.

(B) Additional Generic Production Instance

- (1) **License Metric.** AEM Assets Generic Production Instances are licensed per Instance.
- (2) **Description.** AEM Assets Generic Production Instances are available either as an extra-large or large Instance for use in the Production Phase. Additional Instances may only be added to an AEM Deployment where the AEM Assets base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Assets. Additional Generic Production Instances have the same Service Availability as the associated AEM Deployment base package.

(C) Additional Generic Non-production Instance

- (1) **License Metric.** AEM Assets Generic Non-production Instances are licensed per Instance.
- (2) **Description.** AEM Assets Generic Non-production Instances are available either as a large or medium Instance for use in the Non-production Phase (development, staging, or transition phases). Additional Instances may only be added to an AEM Deployment where the AEM Assets base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Assets. Additional Generic Non-production Instances have Service Availability of 99.5% regardless of the Service Availability of the associated AEM Deployment base package.

(D) AEM Users

- (1) **License Metric.** AEM Users are licensed 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 Sites or AEM Assets products licensed herein.
- (2) **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.

3. Adobe Experience Manager Apps (“AEM Apps”) – Product Description

3.1 **Adobe PhoneGap Enterprise.** Adobe PhoneGap Enterprise enables businesses to deliver app experiences to their customer through enabling collaboration between Customer’s developers and marketers. Mobile apps can be built across platforms using Adobe PhoneGap technology and plugins so that developer can reach the broadest customer audience. Marketers can then quickly make changes to the mobile app experience to continuously drive user engagement.

(A) **License Metric.** Adobe PhoneGap Enterprise is licensed per each base package. The Adobe PhoneGap Enterprise base package has a Service Availability of 99.5% and Includes 1 Author Instance, 1 Publish Instance, and 1 Dispatcher Instance.

(B) **Product Description.** Adobe PhoneGap Enterprise includes the following capabilities AEM Apps Console, WYSIWYG editing tool, mobile application and components reference sample, Adobe Marketing Cloud integration, Mobile ContentSync and ContentSync console, Adobe PhoneGap Build integration, Adobe PhoneGap CLI (local install), and Adobe PhoneGap plugins. Use of these capabilities is licensed to Customer for use on the Author and Publish Instances included with Adobe PhoneGap Enterprise.

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

- (1) Adobe PhoneGap Enterprise does not include licenses for use on any Mobile Apps; use for each Mobile App must be licensed separately and identified in the applicable Sales Order.
- (2) Adobe PhoneGap Enterprise integrations with Adobe Marketing Cloud include only the integration code; Customer must license each of the additional products separately.
- (3) In addition to the Instances included in the base package described above, additional Author, Publish, or Generic Instances may be recommended based on Customer’s specific use.

3.2 AEM Apps Add-ons

(A) **Additional Instances**

- (1) **License Metric.** Additional Instances are licensed per Instance.
- (2) **Description.** Additional Instances are added to the Adobe PhoneGap Enterprise base package to increase the capacity of the deployment and can be designated either as an Author or Publish instance.
- (3) **Product Limitations and Use Restrictions.** Additional Instances may only be added to a deployment where the Adobe PhoneGap base package has been licensed and installed and may not be used independently to perform any features or functions of Adobe PhoneGap Enterprise.

(B) **Mobile App Licenses**

- (1) **License Metric.** Mobile Apps are licensed per Mobile App.
- (2) **Product Limitations and Use Restrictions.** A Mobile App license(s) may only be used on one Mobile App and the license may not be transferred to a different Mobile App while the prior Mobile App remains active. If a Mobile App reaches its end of life, is no longer receiving updates, has been completely decommissioned, and Customer has no plans to reactive the Mobile App in the future then Customer may transfer the Mobile App license to a new Mobile App.

Service Level Agreement

4. **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.

4.1 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.
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5. Support Services

- 5.1 **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.
- 5.2 **Customer Success Manager.** During the Development Phase, Staging Phase, and Transition Phase, Adobe will make available a resource that 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.
- 5.3 **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.
- 5.4 **Online Support.** Customer will have unlimited secure access to Adobe's on-line support facility on Adobe's web site at www.adobe.com.
- 5.5 **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.
- 5.6 **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.
- 5.7 **Customer Success Engineer.** Adobe will make available a resource that may answer questions from those support contacts from Customer's Technical Support Contacts ("**Customer Success Engineer**"). Such Customer Success Engineer will be available from 9am – 5pm Pacific Standard Time and Adobe provides no service level or availability level in association with such Customer Success Engineer.
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6. Software Updates and Upgrades

- 6.1 **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 6.1(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 6.1(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 6.1(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.

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

7. **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.

7.1 **Runbook table:**

Runbook Subject Matter	Description
System Configuration	<p>The Guidelines prohibits Customer and/or the Development Partner from applying patches to the Managed Services. If Customer and/or the Development Partner apply any patches to the Managed Services, however, Customer will describe such patches.</p> <p>Adobe will provide to Customer and/or the Development Partner information regarding the Managed Services, and Customer and/or Development Partner will verify and state whether this information is correct and utilized.</p>
Customizations	<p>A list of all customizations Customer or Development Partner made to the Managed Services.</p> <p>A list of all software installed by Customer or Development Partner in connection with the Managed Services. A description of the functionality of and bugs included in such software.</p> <p>A list of all Adobe LiveCycle ReaderExtensions credentials or PKI certificates applied to the Managed Services by Customer or Development Partner.</p> <p>Whether Customer would like Adobe to follow a backup schedule for Customer’s implementation of the Managed Services that is different from the backup schedule that Adobe generally follows.</p>
System Monitoring	<p>A list of any connections between the Managed Services and any other systems on which the Managed Services is dependent.</p> <p>A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the Managed Services.</p> <p>A list of parameters associated with any Customer Customizations that should be monitored by Adobe to ensure functioning of the service.</p>
User Acceptance Testing Documentation	<p>Describe the load testing scenarios conducted by Customer or Development Partner.</p> <p>Describe the User Acceptance Testing scenarios conducted by the Customer or</p>

Runbook Subject Matter	Description
	<p>Development Partner.</p> <p>Describe the positive and negative outcomes of such testing.</p>
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 Development Partner.
Events and Responses	<p>List all known weaknesses in the Customer Customizations to the Managed Services.</p> <p>Recommend actions to be taken by Adobe when providing support for the Managed Services.</p> <p>Include the following information, at a minimum:</p> <ul style="list-style-type: none"> • 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	<p>Specify a Customer contact who Adobe should notify if the system goes down.</p> <p>Specify a Customer resource who has technical knowledge of the Managed Services and who can answer questions from Adobe.</p> <p>Specify any links between Customer's IT gate keeper for the Managed Services and other Customer systems (e.g., LDAP, data repositories, etc.).</p> <p>Specify the Customer relationship manager for the Development Partner relationship.</p> <p>Specify the Development Partner contact who Adobe can contact in a support emergency.</p> <p>Specify the Development Partner contact for management escalation.</p> <p>Specify the Development Partner contact with whom Adobe will work to test upgrades to the Managed Services.</p> <p>Describe this Agreement between Customer and Development Partner. Include details on Development Partner's response time requirements and other special instructions from Customer regarding such response times.</p>

Additional Managed Services Terms

8. 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 Managed Services Development Software**"). In addition, Customer's AEM Users are granted access to the AEM Managed Services Development Software. Customer use of the AEM Managed Services Development Software is subject to and limited by the following restrictions:

- 8.1 Customer may use the licensed AEM Managed Services Development Software in Customer's development environment only, strictly for testing and quality assurance purposes and not for production purposes.
 - 8.2 The AEM Users granted licenses in this section will only have rights to access the AEM Managed Services Development Software for the purposes described herein.
 - 8.3 Adobe grants this license solely in connection with 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 Managed Services Development Software other than in connection with the Customer's use in a development environment.
- 9. Use of AEM Development Partners.** Development Partners for AEM Sites or AEM Assets, whether appointed by the Customer, as permitted in the Exhibit for Managed Services, or otherwise assigned to the project must have a minimum of one individual with a CQ Advanced Developer Certification on the development team and this individual must be significantly engaged and involved in the development project.

10. Storage

- 10.1 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.
- 10.2 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.

11. Backup

- 11.1 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.
- 11.2 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.
- 11.3 All backups will be taken at a frequency specified by the Customer in the Customer's Runbook, or daily if no specification is made.
- 11.4 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.

12. 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:

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

13. Use of Embedded Static Typekit Package. Customer is not authorized to use any static Typekit package embedded with the AEM Managed Services on the production versions of its webpages, Documents, or any other form of digital or print media. Use of Embedded Static Typekit Package components is allowed only for screens that are unambiguously part of or an extension of the user interface of AEM (such as full-page admin screens, web page editors, etc), but not embedded within a Customer's webpage or website. The static Typekit package contains proprietary fonts that are Adobe Technology and remain the exclusive property of Adobe. No right to use on non-Adobe websites, copy, or transfer these fonts are granted or authorized under this Agreement. Customer must properly license all fonts used by Customer through the standard Typekit offering or other properly licensed third parties.

14. Additional Definitions

- 14.1 **"AEM Deployment"** means an independent Author Instance or an Active Cluster of Author Instances, with any number of connected Publish Instances.

- 14.2 **“AEM 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 the use of an API, to the Managed 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 digital assets stored within the Managed Services.
- 14.3 **“Author Instance”** means the environment where AEM Users can enter and manage the content of Customer’s website.
- 14.4 **“Customer Error Incident”** means any Managed Services unavailability resulting from Customer’s applications, Customer Content, or Customer’s equipment, or the acts or omissions of any user of the Managed Services or any agent hired by Customer to implement or maintain the Managed Services including the Development Partner.
- 14.5 **“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.
- 14.6 **“Dispatcher Instance”** means the environment for the AEM caching or load balancing tool for a dynamic Web authoring environment. For caching, the Dispatcher Instance works as part of an HTTP server that caches as much of the static website content as possible and accessing the website’s layout engine as infrequently as possible. In a load-balancing role, the Dispatcher Instance distributes load across different clustered AEM Instances.
- 14.7 **“Instance”** means one copy of the AEM Managed Services running on one Computer. Each Instance can be designated as either ‘Author’ or ‘Publish’, but each will be counted separately as one Instance.
- 14.8 **“Mobile App”** means application software designed to run on a mobile device, such as a smartphone or tablet computer.
- 14.9 **“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.
- 14.10 **“Publish Instance”** means the environment that makes content available to Customer’s intended audience.
- 14.11 **“Runbook”** means a document written by Customer, the Development Partner, or both, based on a template provided to Customer by Adobe. The Runbook provides Adobe with a list of the Customer Customizations and configurations Customer, the Development Partner, or both made to the Managed Services. If applicable, such list is intended to assist Adobe in running and supporting the Managed Services in the Production Phase.
- 14.12 **“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.
- 14.13 **“Service Availability Objective”** means the Service Availability identified in Sales Order for each Managed Service licensed or as further identified in the product descriptions in this PDM.
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