1. **Additional Terms for Adobe CQ.**

   1.1. **Definitions**

      1.1.1. **Cluster:** means a group or system of multiple Instances with the same function which are configured so as 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).

      1.1.2. **Clustering Functionality:** means the enablement of the OnDemand Services to work as a Cluster. The Sales Order shall set forth whether Customer has purchased Clustering Functionality.

      1.1.3. **Instance:** Instance shall mean one (1) copy of the OnDemand Services running on the hardware infrastructure managed by Adobe. Each Instance can be designated as either author or publisher, but each shall be counted separately as one (1) Instance.

      1.1.4. **User:** means employee(s) or individual contractors (i.e. temporary employees) of Customer (not including customers, users, or visitors of Customer's website) that are authorized to have access to the OnDemand Services for purposes of administration and/or authoring. 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 Adobe CQ. Adobe CQ 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.

2. **Adobe CQ Product and Services Descriptions.**

   2.1. **Adobe CQ Web Experience Management ("Adobe CQ WEM").**

      2.1.1. **Base Packages**

         2.1.1.1. **Adobe CQ WEM Basic base package (per package).** An Adobe CQ WEM Basic base package includes two (2) Instances; each additional Instance must be purchased separately and identified in the applicable Sales Order. A license for each User of Adobe CQ WEM Basic base package, its components, add-ons, or additional instances, must be purchased separately. The Adobe CQ WEM Basic base package shall consist of the following components and functionality. Use of these components is licensed to Customer for use on every Instance included with Adobe CQ WEM Basic base package and each additional Adobe CQ WEM Basic Instance(s) purchased.

            • Adobe CQ Web Content Management ("Adobe CQ WCM"). Adobe CQ 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 SEO, scheduled delivery, and landing page optimization.

            • Adobe CQ Media Library. Adobe CQ Media Library provides a limited tool for the planning, production, and distribution of digital assets. The CQ Media Library does not contain the full functionality and feature set of Adobe CQ DAM, which is included in the Adobe CQ Standard base package.

            • Adobe Digital Marketing Suite Integrations. Integration of Adobe CQ WEM with other Adobe Digital Marketing Suite products. Adobe Digital Marketing Suite product integrations only include the integration code; Customer must separately license Adobe Digital Marketing Suite product, in addition to Adobe CQ WEM.

            • Adobe CQ CRX. CRX is a commercially packaged version of the Apache Jackrabbit and Sling open source projects and is a powerful web application development solution. CRX is built on a modern architecture and is a highly scalable content repository.

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

- LDAP with SSO. CQ can interact with an LDAP server that stores user information centrally, eliminating the need for duplication. This central server is then used to verify login information, which can be used to realize Single Sign On, both with other in-house applications and external Portals

- WebDAV. CRX and CQ come with WebDAV support that lets Users display and edit the repository content. Setting up WebDAV gives Users direct access to the content repository through your desktop.

2.1.1.2. **Adobe CQ WEM Standard base package (per package).** An Adobe CQ WEM Standard base package includes two (2) Instances; each additional Instance must be purchased separately and identified in the applicable Sales Order. A license for each User of Adobe CQ WEM Standard base package, its components, add-ons, or additional instances, must be purchased separately. The Adobe CQ WEM Standard base package shall consist of the following components and functionality. Use of these components is licensed to Customer for use on every Instance included with Adobe CQ WEM Standard base package, and on each additional Adobe CQ WEM Standard Instance(s) purchased.

- Adobe CQ WEM Basic base package components**.** All components of the Adobe CQ WEM Basic base package described above in Section 2.1.1.

- Adobe CQ Digital Asset Management ("Adobe CQ DAM"). Adobe CQ DAM provides a tool for planning, production, and distribution of digital assets. Adobe CQ DAM licenses included in the Adobe CQ WEM Standard base package are licensed to Customer only for use on the same Instances included with or purchased as add-ons to the Adobe CQ WEM Standard base package. A stand-alone version of Adobe CQ DAM can be purchased separately for uses with the Adobe CQ WEM Basic base package or other Instances not related to the Adobe CQ WEM Standard base package licenses.

- CQ as a Portal. The CQ5 Portal Container lets Users run JSR 286-compliant portlets in CQ.

- Portal Director. The CQ5 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.

- Targeting. Targeting is the dynamic delivery of specified content to website visitor subgroups based on the profile of the website visitors.

- ContentBus. Enabled content applications with simplified access to JCR content infrastructure based on CRX and Adobe's JCR Connectors.

2.1.2. **Adobe CQ WEM Add-ons**

2.1.2.1. **Adobe CQ WEM Users (per User).** The purchase of Adobe CQ WEM Basic or Standard Users requires the purchase of the related Adobe CQ WEM base package.

2.1.2.2. **Active Clustering for Adobe CQ WEM (per Cluster).** The purchase of Active Clustering for Adobe CQ WEM enables Cluster Functionality for Adobe CQ WEM licenses.

2.1.2.3. **Adobe CQ Marketing Campaign Management ("Adobe CQ MCM") (per Instance).** Adobe CQ MCM enables Users to plan, design, launch, and optimize marketing campaigns across multiple digital channels, including mobile and social communities.

2.1.2.4. **Adobe CQ Mobile (per Instance).** Adobe CQ Mobile leverages the Adobe CQ WCM platform and interface to deliver web content across a range of mobile devices and applications.

2.1.2.5. **Adobe CQ Multisite Manager ("Adobe CQ MSM") (per Instance).** Adobe CQ MSM lets Users define relations between the sites and also lets you define to what degree re-use or control is exerted on the different sites. The MSM, once set up, does this automatically.

2.1.2.6. **Adobe CQ Social Communities (per Instance).** Social Communities are a fully integrated solution that enables marketers to create immersive social experiences as part of their website to build brand loyalty and generate demand.

2.1.2.7. **Adobe CQ eCommerce (per Instance).**

2.1.2.8. **Content Repository Connectors (per Connector).** Each Content Repository Connector is licensed to Customer for use with one (1) Adobe CQ WEM base package (Basic or Standard) and each related Additional Adobe CQ WEM Instance(s) purchased.

2.1.2.9. **Additional Adobe CQ WEM Hosted Instances (per Instance)**. The purchase of Additional Adobe CQ WEM Hosted Instances requires the purchase of the related Adobe CQ WEM Hosted base package. The Additional Adobe CQ WEM Hosted Instances can be used for either production or non-production purposes.

2.2. **Adobe CQ Digital Asset Management ("Adobe CQ DAM")**

2.2.1. **Adobe CQ DAM Stand-alone (per Instance).** Adobe CQ DAM provides a tool for planning, production, and distribution of digital assets. A license for each User of Adobe CQ DAM Stand-alone, its components, add-ons, or additional instances, must be purchased separately. Adobe CQ DAM Stand-alone shall consist of the following components and functionality. Use of these components is licensed to Customer for use on every Instance included with Adobe CQ DAM Stand-alone and each additional Adobe CQ DAM Instance(s) purchased.

- Adobe CQ CRX. CRX is a commercially packaged version of the Apache Jackrabbit and Sling open source projects and is a powerful web application development solution. CRX is built on a modern architecture and is a highly scalable content repository.

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

- LDAP with SSO. CQ can interact with an LDAP server that stores user information centrally, eliminating the need for duplication. This central server is then used to verify login information, which can be used to realize Single Sign On, both with other in-house applications and external Portals.

- ContentBus. Enabled content applications with simplified access to JCR content infrastructure based on CRX and Adobe's JCR Connectors.

- WebDAV. CRX and CQ come with WebDAV support that lets Users display and edit the repository content. Setting up WebDAV gives Users direct access to the content repository through your desktop.

2.2.2. **Adobe CQ DAM Add-ons**

2.2.2.1. **Adobe CQ DAM Users (per User).** The purchase of Adobe CQ DAM Stand-alone Users requires the purchase of the related Adobe CQ DAM Stand-alone package.

2.2.2.2. **Active Clustering for Adobe CQ DAM (per Cluster).** The purchase of Active Clustering for Adobe CQ DAM enables Cluster Functionality for Adobe CQ DAM licenses.

2.2.2.3. **Additional Adobe CQ DAM Instances (per Instance).** The purchase of additional Adobe CQ DAM Instances requires the purchase of Adobe CQ DAM Stand-alone.

3. **Adobe CQ OnDemand Services.** The following provisions apply to Adobe CQ OnDemand Services. All Adobe CQ products and services listed under the OnDemand section of the Sales Order are hosted versions of the Adobe CQ products and are licensed to the Customer pursuant to all terms and conditions under the Adobe — Exhibit for

OnDemand Services included herein and further subject to the terms and conditions of this Adobe PDM for CQ Hosted.

3.1. **Definitions.**

3.1.1. **CAB** means the Change Advisory Board, a panel of Adobe employees who must approve any changes requested by Customer, and/or the Development Partner to the OnDemand Service in the Production Phase.

3.1.2. **Customer Customizations** means the customizations made to the OnDemand Service by Customer and/or the Development Partner during the Development Phase and Staging Phase.

3.1.3. **Customer's Technical Support Contacts** means the three (3) named Customer technical support contacts listed as "Customer Administrator" and "Development Partner".

3.1.4. **Development Partner** means the Adobe professional services team or a third party systems integrator, who has rights to access and customize the OnDemand Service as a result of such party's relationship with Customer.

3.1.5. **Guidelines** mean the "Guidelines for Customizing Adobe CQ Hosted Environments," which shall be provided by Adobe to Customer at the beginning of the Development Phase and to which Adobe may make changes from time to time.

3.1.6. **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 OnDemand Service, as further described in the section herein entitled "Runbook", which shall assist Adobe in running and supporting the OnDemand Service in the Production Phase.

3.2. **Use of Adobe CQ OnDemand**

3.2.1. **Access Adobe CQ Hosted Versions during License Term.** All OnDemand Services versions of the Adobe CQ product and services include updates and upgrades that are released to the general Adobe customer base during the License Term. Customer may not attempt to interact with the operating system underlying the OnDemand Service.

3.2.2. **Development Partners.** Customer may appoint Development Partners. Notwithstanding anything to the contrary in the Adobe General Terms or Adobe Exhibit for OnDemand Services, Customer may provide Development Partners specific User login IDs or passwords for the sole purpose of enabling such Development Partner to assist Customer in exercising its rights under this Agreement, subject to following limitations and restrictions:

3.2.2.1. Access to the OnDemand Services by the Development Partner shall be solely for the internal business purposes of Customer and related to use of the OnDemand Services in support of the Customer Site(s).

3.2.2.2. Customer will enter into a confidentiality agreement with the Development Partners at least as protective as the confidentiality terms in this Agreement.

3.2.2.3. If, during the term of the Agreement, Customer learns that the Development Partner is, has become, or plans on becoming a direct competitor of Adobe for the OnDemand Services purchased herein, then Customer will immediately terminate the Development Partner's access to the OnDemand Services, or any other Confidential Information of Adobe.

3.2.2.4. Customer is responsible for ensuring the Development Partners compliance with the terms of the Agreement, as applicable, and shall remain liable for any acts or omissions of the same in breach or violation of the Agreement, including indemnifying Adobe for any and all third party claims arising from such acts or omissions of Development Partner without limitation.

3.2.2.5. Adobe may deny access to any Development Partner it deems is adversely impacting the OnDemand Service to Customer or other users of the OnDemand Service.

3.2.3. **Data Storage and I/O Limitations**

3.2.3.1. **Production Instances**. Customer is limited to the total aggregate capacity across all Production Instances of CQ OnDemand Services for each of the items:

- Storage: Customer is limited to a total combined storage at any one time, for all active data, of two hundred and fifty (250) gigabytes per Instance. In the event the Customer exceeds the aggregate limit, Customer shall be billed for any overage at the then-current Adobe list price.

- I/O Requests: Customer is limited to a total combined input and output traffic, to and from the given cloud region, of five hundred (500) gigabytes per month per 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 shall be billed for any overage at the then-current Adobe list price.

- Backup: Customer is limited to a total combined backup space of one (1) terabyte per Instance. In the event the Customer exceeds the aggregate limit, Customer shall be billed for any overage at the then-current Adobe list price.

3.2.3.2. **Non-Production Instances**. Customer is limited to the total aggregate capacity across all Non-production Instances of CQ OnDemand Services for each of the items:

- Storage: Customer is limited to a total combined storage at any one time, for all active data, of fifty (50) gigabytes per Instance. In the event the Customer exceeds the aggregate limit, Customer shall be billed for any overage at the then-current Adobe list price.

- I/O Requests: Customer is limited to a total combined input and output traffic, to and from the given cloud region, of fifty (50) gigabytes per month per 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 shall be billed for any overage at the then-current Adobe list price.

- Backup: Customer shall receive no backup space for non-production instances. In the event the Customer exceeds the aggregate limit, Customer shall be billed for any overage at the then-current Adobe list price.

3.2.4. **Use Phases.** Customer may use the OnDemand Service in the following phases, which are listed as follows in chronological order: Development Phase, Staging Phase, Transition Phase, and Production Phase. These phases may occur in succession as many times as necessary throughout the term of the Agreement.

3.2.4.1. **Development Phase.** The period of time during which Customer may customize and test the components and features of the OnDemand Service for the purpose of evaluating potential configurations of the OnDemand Service, per the guidelines set forth in the Guidelines. The Development Phase begins on or after the Implementation Commencement Date identified in the Sales Order.

3.2.4.2. **Staging Phase.** The period of time during which a Customer may conduct quality testing of the OnDemand Service configuration created by Customer during the Development Phase. Testing conducted during the Staging Phase may include bug elimination, simulations, and integration with other Customer systems, and any customizations made to the OnDemand Service during the Staging Phase shall comply with the Guidelines.

3.2.4.3. **Transition Phase.** The period of time before the Production Phase in which Customer creates the Runbook and obtains Adobe's written approval of such Runbook. Prior to Customer utilizing the OnDemand Service for the Production Phase, Customer shall: (a) create a Runbook and provide such Runbook to Adobe for review; and (b) obtain Adobe's written approval of such Runbook. Customer shall be responsible for the completeness and accuracy of the Runbook, including the listing of all Customer Customizations in such Runbook. Adobe shall not be responsible for (a) any defect or failure in the OnDemand Service caused by the Customer Customizations; (b) any failure of the OnDemand Service or inability of Adobe to provide support for the OnDemand Service caused or related to (i) Customer's failure to accurately list all Customer Customizations or configurations in the Runbook as required under this section regarding the Transition Phase, or (ii) any errors or omissions in the Runbook; or (c) any claims by any third party arising out of any Customer Customization, and Customer shall defend and indemnify Adobe against any such claims. Adobe is relieved of its obligation to meet the Service Availability Objective if Customer (a) does not create a Runbook; (b) fails to keep its Runbook current and updated; or (c) does not maintain an appointed Development Partner for the duration of the Term. Further, once the OnDemand Service is in the Production Phase, Adobe shall be responsible for providing support solely to Customer's Technical Support Contacts pursuant to the terms of the section regarding Support in this PDM.

3.2.4.4. **Production Phase.** The period of time during which a Customer uses the OnDemand Service for its regular and customary business operations. Customer may not make customizations to the OnDemand Service during the Production Phase. If Customer desires to make any customizations to the OnDemand Service once the OnDemand Service is in the Production Phase, Customer shall: (a) request that Adobe launch a cloned staging server; (b) implement such customizations; and (c) request that such customizations be reviewed and approved by the CAB. Customer shall then revert back to the Staging Phase (and eventually move on to the Transition Phase and Production Phase) in connection with such customizations on such cloned server. Adobe will continue to simultaneously run the OnDemand Service in the Production Phase while such customizations are in the Staging Phase and Transition Phase.

3.3. **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 OnDemand Service. Such transition must: (a) be completed before the effective date of termination of this Agreement; and (b) not exceed any Customer Content transition limits imposed by Adobe. Adobe reserves the right to delete any data files associated with Customer Content, personal information, or Customer's use of the OnDemand Service upon termination of the OnDemand Service or termination of this Agreement.

3.4. **Other Adobe Online Services Provided by Adobe.** The Software facilitates Customer's access to content and various services that are hosted on websites maintained by Adobe or its affiliates ("Adobe Online Services"). Examples of such Adobe Online Services might include, but are not limited to: CQ Packet Share, Adobe Digital Marketing Suite, Acrobat.com, Search for Help, and product Welcome Screens. In some cases an Adobe Online Service might appear as a feature or extension within the OnDemand Service even though it is hosted on a website. Access to an Adobe Online Service may require Customer to activate the Adobe Online Services, obtain an Adobe ID, consent to Additional Terms of Use, or may require a separate fee in order to access such Adobe Online Services. Adobe Online Services might not be available in all languages or to residents of all countries and Adobe may, at any time and for any reason, modify or discontinue the availability of any Adobe Online Service. Adobe also reserves the right to begin charging a fee for access to or use of an Adobe Online Service that was previously offered at no charge.

3.5. **Runbook.** Customer's Runbook shall, at a minimum, include the subject matters listed below in the format provided by Adobe. Customer shall 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 Term, change or modify the subject matters required to be included in

the Runbook, and Customer shall promptly update its Runbook to include such new subject matters. Customer and/or its Development Partner shall immediately update the Runbook upon any Adobe request.

Runbook Subject Matter	Description
System Configuration	The Guidelines prohibits Customer and/or the Development Partner from applying patches to the OnDemand Service. If Customer and/or the Development Partner apply any patches to the OnDemand Service, however, Customer shall describe such patches. Adobe will provide to Customer and/or the Development Partner information regarding the OnDemand Service, and Customer and/or Development Partner shall verify and state whether this information is correct and utilized.
Customizations	A list of all customizations Customer or Development Partner made to the OnDemand Service. A list of all software installed by Customer or Development Partner in connection with the OnDemand Service. A description of the functionality of such software. Whether Customer would like Adobe to follow a backup schedule for Customer's implementation of the OnDemand Service that is different from the backup schedule that Adobe generally follows.
System Monitoring	A list of any connections between the OnDemand Service and any other systems on which the OnDemand Service is dependent. A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the OnDemand Service. 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	Describes the User Acceptance Testing scenarios conducted by the Customer or Development Partner. Describe the positive and negative outcomes of such testing that should be expected by Adobe in order to allow it to repeat such tests in order to assure the successful function of the system.
Post Production CAB	Describes the changes to the OnDemand Service 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.

Runbook Subject Matter	Description
Events and Responses	List all known weaknesses in the Customer Customizations to the OnDemand Service.
	Recommend actions to be taken by Adobe response team(s) when providing support for the OnDemand Service in association with Customer Customizations.
	Include the following information, at a minimum:
	• all logging processes and file locations for any log files created by the Development Partner or Customer;
	• all information source or recipient repositories;
	• all databases and other info storage occurring in the OnDemand Service;
	• any encryption models implemented in the OnDemand Service;
	• all communications with other (outside) data sources;
	• any additional executables added to the OnDemand Service;
	• 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 (or Development Partner) resource who has technical knowledge of the customizations of the OnDemand Service and who can answer questions from Adobe.
	Specify a point of contact on the Customer side for any links between Customer's IT systems and the OnDemand Service (e.g. SSO, 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 OnDemand Service.
	Describe the 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.