



ADOBE PDM – Adobe Enterprise Support (2014v3)

The Products and Services described in this PDM are governed by the terms of this PDM, the applicable Sales Order, the General Terms, and the Exhibit for On-premise Software and/or On-demand Services, as applicable. This PDM sets forth the additional terms and conditions for the provision of support services (“Support Services”) under the Adobe Enterprise Support Program, which is fully described at <http://www.adobe.com/support/programs/enterprise/>.

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- 1. Enterprise Support.** If Customer subscribes to Enterprise Support Services and pays the Support Services or subscription fee detailed in the applicable Sales Order (“Annual Support Fee”), Adobe will provide the following Support Services:
- 1.1 Adobe will provide Customer technical support to Customer’s nominated enterprise administrators (“Enterprise Administrators”). Adobe recommends Customer designate a maximum of ten (10) Enterprise Administrators. For Creative Cloud for Enterprise only, Customer’s Enterprise Administrators may schedule “Expert Services Appointments” consisting of up to 30 minutes of telephone advice regarding Creative Cloud product flows and best practices.
 - 1.2 Adobe will provide prioritized, toll-free Support Services for the Adobe software to be accessed by Customer’s Technical Support Contacts between the hours of 07.00 and 20.00 Customer’s regional time Monday through Friday (excluding holidays) via telephone, facsimile, e-mail and Adobe’s Support web site (currently <http://www.adobe.com/support>, the “Support Site”), for all non-critical issues. Adobe will provide prioritized toll free Support Services for critical issues 24 hours a day, 7 days a week. Notwithstanding the foregoing, in Japan, Support Services will be provided between the hours of 9:30 through 20:00, Monday through Friday, excluding national holidays and Adobe-designated holidays, and in the Japanese language.
 - 1.3 Adobe will provide code corrections as required to correct Adobe software malfunctions in order to bring the software into substantial conformity with applicable documentation.
 - (A) If Customer encounters a problem in the usage of the software, Customer will provide Adobe with sufficient detail to permit Adobe to understand and reproduce the problem. 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 software that causes it to not to operate in substantial conformity with applicable documentation, Adobe will use commercially reasonable efforts to provide a fix to Customer.
 - (B) Adobe may, at its sole discretion and from time to time, make updates generally available to users of the software.
 - (C) ADOBE DOES NOT GUARANTEE, REPRESENT OR WARRANT CONSULTATION RESULTS, IDENTIFICATION OF ALL VIRUSES, OR THAT ALL ERRORS AND BUGS WILL BE CORRECTED.
 - 1.4 Customer will have unlimited secure access to Adobe’s on-line support facility on the Support Site or any successor site.
 - 1.5 Customer will have access to Adobe’s eSupport services via remote computer access.
 - (A) If Customer chooses to access such services, Customer hereby grants permission to Adobe to remotely access the Adobe software from an external computer controlled by Adobe, including any and all of Customer’s systems on which the software resides, for the sole purpose of providing Support Services to Customer.
 - (B) CUSTOMER ACKNOWLEDGES THAT IT MAY CONTROL ALL ADOBE ACCESS TO THE ADOBE SOFTWARE AND TO CUSTOMER’S SYSTEMS BY SELECTING A “HIGH” SECURITY SETTING AND MONITORING ALL SUCH ACCESS.

1.6 The priority or severity of each Service Request will be established based on Adobe's published Case Priority definitions which are currently available on the Adobe Support Site, at <http://www.adobe.com/support/programs/policies/sla.html>. Adobe will undertake reasonable efforts to:

- (A) Acknowledge receipt of a Service Request from a Technical Support Contact within the time allotted ("Response Time"). This will generally be via the same medium of communication by which the Service Request was reported;
- (B) Provide a short status report to Customer within a reasonable time; and
- (C) Solve the Service Request by providing a remedy that could take the form of 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 affected Adobe software), replacement deliveries or any other type of software or documentation corrections or modifications.
- (D) Each party acknowledges that despite a party's reasonable efforts, not all problems may be solvable. Processing time for Adobe starts from the date and time when the Adobe Support team acknowledges receipt of a Service Request. If the Service Request cannot be solved within a commercially reasonable timeframe, the Service Request may be escalated within the Adobe Support organization.

2. Software License for Updates. Customer acknowledges that any updates of the Adobe software provided hereunder are not provided as additional copies. The use of any update provided hereunder will be governed by the updated license use/restriction terms in the applicable product description and metric document, if any. Nothing in this Enterprise Support Product Description will be construed as increasing the number of copies of the software licensed to Customer.

3. Right to Discontinue or Modify Services. The Adobe software for which Support Services are available is listed at <http://www.adobe.com/support/products/enterprise/eol/index.html>. Customer acknowledges that Adobe has the right to discontinue the manufacture and development of any of the software and the Support for that software, including the distribution of older software versions, at any time in its sole discretion, provided that Adobe agrees not to discontinue the support for that software during the then current annual term of this Agreement, subject to the termination provisions herein. If Adobe discontinues the manufacture and support for particular software, Support Services for any remaining software covered by this PDM during the same annual period will not be adversely affected; provided however, Adobe reserves the right to alter the Support Services, from time to time, using reasonable discretion but in no event will such alterations made during the then current annual term result in: (a) diminished support from the level of support set forth herein; (b) materially diminished obligations for Adobe; or (c) materially diminished rights of Customer. Adobe will provide Customer with sixty (60) days prior written notice of any material changes to the Support Services contemplated herein.

4. Additional Definitions. Unless otherwise defined herein, capitalized terms will have the meanings ascribed to them in the corresponding Adobe General Terms.

4.1 **"Service Request"** means an error or question reported to Adobe by one of Customer's Technical Support Contacts based on a material failure of the Adobe software to conform to the published product specifications.