

## Unified Service Level Addendum – Campaign Managed Cloud Services

(effective 26 September 2022)

1. **General.** This Unified Service Level Addendum – Campaign Managed Cloud Services (“SLA Campaign MS Addendum”) is governed by the terms of the General Terms, the applicable PSLT, the applicable Sales Order, and Unified Service Level Agreement – Adobe On-demand and Managed Services (the “Unified SLA”).
2. **Conflict.** In the event of any inconsistency or conflict between this SLA Campaign MS Addendum and the Unified SLA, the terms of this SLA Campaign MS Addendum will apply for the applicable Covered Service (as defined in this SLA Campaign MS Addendum).
3. **Service Availability.**
  - 3.1. **Definition.** Available / Availability of the Covered Services means when Adobe’s or its third-party monitoring services indicate that Adobe servers can receive and respond to requests.
  - 3.2. **Minimum Uptime Percentage.** The Minimum Uptime Percentage for the Covered Services is 99.9%<sup>1</sup>.
4. **Service Credit Table for Service Availability.** For the purposes of this SLA Campaign MS Addendum, the following Service Credit Table for Service Availability will apply.

Uptime Percentage	Service Credit %
≥ 99.5% but < 99.9% <sup>1</sup>	5% of Monthly Fees
≥ 95.0% but < 99.5%	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	25% of Monthly Fees

5. **Mirror Page Availability.**
  - 5.1. **Definition.** Available / Availability of the Covered Services means when Adobe’s or its third-party monitoring services indicate that Mirror Pages are served within 3 seconds of receiving a request.
  - 5.2. **Minimum Uptime Percentage.** The Minimum Uptime Percentage for the Covered Services is 99.9%<sup>1</sup>.
  - 5.3. **Service Credit Table for Mirror Page Availability.** For the purposes of this SLA Campaign MS Addendum, the following Service Credit Table for Mirror Page Availability will apply.

Uptime Percentage	Service Credit %
≥ 99.5% but < 99.9% <sup>1</sup>	5% of Monthly Fees
≥ 95.0% but < 99.5%	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	20% of Monthly Fees

6. **Other.**
  - 6.1. **Excluded Minutes.** For purposes of Section 1.5(C) of the SLA, if the volume of emails (or volume of requests) made to the Covered Service by Customer spikes more than 50% over the average volume of the previous three months for two consecutive months, Customer will not be eligible for Service Credits, unless Customer and Adobe have a prior written agreement in place for Adobe to accommodate such spikes in demand.
  - 6.2. **Maintenance.** Notwithstanding anything to the contrary in the SLA, Adobe will use commercially reasonable efforts to schedule maintenance during hours other than during 9am-5pm in Customer’s Local Time Zone.

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<sup>1</sup> Must license Required Build for this Uptime Percentage and Service Credit % to apply. See section 6.5.

- 6.3. **Staging Instance.** Adobe will not be responsible for any failure or Downtime of the Covered Services on a Staging Instance.
  - 6.4. **Sufficient Infrastructure.** Customer must license enough Dedicated Servers to handle Customer's volume of communications and interactions in connection with the Managed Services, else this SLA Campaign MS Addendum will not apply.
  - 6.5. **Build Compatibility.** Customer must license a compatible version of Adobe Campaign Managed Cloud Services, which requires a managed services instance hosted on version 7 21.1.3 or later, with such instance integrated with an enhanced MTA and email feedback and deliverability services ("Required Build"), else the top tier Service Credit Table in this SLA Campaign MS Addendum will not apply (refer to tier with superscript<sup>1</sup>). If Customer is licensing a version which is not on the "Required Build", the applicable top tier (refer to row below the top tier) for Uptime Percentage is  $\geq 95.0\%$  but  $< 99.5\%$  and the Service Credit % is 10% of Monthly Fees (refer to tier with superscript<sup>1</sup>).
7. **Definitions.** For the purposes of this SLA Campaign MS Addendum:
    - 7.1. **"Covered Service"** for purposes of this SLA Campaign MS Addendum means the Adobe Campaign Managed Cloud Services subject to section 6.5.
    - 7.2. **"Local Time Zone"** means the time zone in the corresponding city as determined by the address provided by Customer in the applicable Sales Order: (i) US addresses will use Mountain Time; (ii) EMEA addresses will use Paris Time; and, (iii) APAC addresses will use Noida Time.
    - 7.3. **"Mirror Page"** means the duplicative version of an email communication that is displayed in its entirety as a web page within a web browser when the original image cannot be populated.