

## **Enterprise Solution Management (ESM) Program Service Agreement**

Under the Enterprise Solution Management (ESM) Program, Adobe will provide customer the following services during the program term:

### **1. Services.**

1. A designated Solution Account Manager (“SAM”).
2. Orchestration and facilitation by the SAM of Adobe technical resources as needed. Your SAM will facilitate the interactions between these technical resources to enable a holistic approach to solution deployment and management, effective and timely communication across Adobe and customer teams, proactive identification and resolution of emerging issues, and effective prioritization of efforts by considering business impact and support priorities.
3. A customer-specific account plan that sets out your business objectives, technical services priorities, and a strategic plan to meet your objectives.
4. Maintaining an understanding/ awareness of Adobe engagement within the account and act as a liaison between customer and other Adobe departments as required.
5. Twelve (12) days of on-site attendance by the SAM (“Site Visit”) during the 12 month term. When requested, and until 12 days have been delivered, Site Visits will be once per month and will not exceed 3 days duration. All travel and living expenses associated with the Site Visit shall be paid for by Adobe. Customer acknowledges and agrees that the Site Visit cannot be carried over to subsequent renewal terms; additional on-site days can be purchased for a fee.
6. Regular account reviews, scheduled as reasonably determined by the SAM and customer; account reviews may be held remotely or during Site Visits.
7. Escalation management for Critical requests (as further referred to in the section below).
8. Proactive communication on relevant/ covered product releases, where available.

### **2. Technical Support.**

1. Gold Advantage or Platinum Advantage program services are included in the ESM program fee. The technical support services provided to customer as part of the Advantage program are to:
  1. Augment the number of named technical support contacts provided in customer’s support agreement to a maximum of five (5) named technical support contacts.
  2. Provide access to a team of designated contacts for the management of technical support issues.
  3. Monitor complex or critical issues, and work closely with the Technical Support Managers for proper escalation.
  4. 24X7 support service response for critical issues affecting eligible software products. This means Adobe shall provide support for the applicable software products beyond the times mentioned in the Adobe Support agreement. Response time objectives are:

**Priority Severity\* Response Time**

|          |                 |                         |
|----------|-----------------|-------------------------|
| <i>1</i> | <i>Critical</i> | <i>30 minutes: 24/7</i> |
| 2        | Urgent          | 1 business hour         |
| 3        | Important       | 2 business hours        |
| 4        | Minor           | 1 business day          |

5. \*Severity definitions are as provided in the terms and conditions for Adobe Support.
2. For Priority 1 critical case requests, the response time shall be thirty minutes from the time customer contacts Adobe. Customer shall:
  1. Initiate all critical case requests via telephone.
  2. Reproduce the alleged error.
  3. Provide Adobe with a designated contact during the remedy period, either onsite or by pager, to assist with data gathering, troubleshooting, testing and applying the proposed solution.

In the event customer does not fulfill these terms, Adobe, in its sole discretion, may downgrade the priority level of the case.

3. If Adobe, in its sole discretion, determines that remote troubleshooting and investigation techniques employed by Adobe have been unsuccessful and that on-site support is the most effective way to provide the services and deliverables, customer will not be charged for such on-site support but will be charged for travel and living expenses.
3. **Term.**

The period of time covered by Advantage Support is a period of 12 months, provided that the agreement and Adobe Support is valid until that date. Thereafter, provided that the customer still subscribes to Adobe Support, customer has the option to renew Advantage Support for additional twelve (12) month periods at the then-current annual fee.

4. **Fees.**

The annual fee for customer for Advantage Support is as agreed between customer and the Adobe channel entity from which customer orders Advantage Support.

5. **Supported Products.**

The Adobe software being licensed by customer under its support agreement can be registered under Advantage Support, provided they are eligible for the same.

**6. General.**

The support enhancements hereunder shall be governed generally by the terms applicable to Adobe Support. Upon full execution, customer will provide its purchase order for the support enhancements above and for the fees listed. Payment terms shall be in accordance with the base support agreement. This ESM agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.