



ADOBE PDM – CONNECT ONDEMAND (2013V2)

1. Additional Terms for Adobe Connect Hosted & Adobe Connect Managed Services.

1.1 **Definitions.** Capitalized terms not defined in this PDM shall have the same meaning as the terms are defined in the Adobe Master Enterprise Terms (“General Terms”). This PDM is incorporated into and governed by the General Terms.

- (a) **Add-In:** means the Adobe Connect Add-in that may be provided to Customer by Adobe in connection with Customer’s use of the OnDemand Service, and any modified versions and copies of, and upgrades, updates and additions to such add-in, provided to Customer by Adobe at any time. The Add-In is a client software upgrade automatically delivered to Customer on an as-needed basis so that Customer may use certain features of the OnDemand Service (such as broadcasting audio or video).
- (b) **Agreement:** has the meaning set forth in the General Terms and includes the Privacy Policy.
- (c) **Concurrent User:** means an individual licensed on a concurrent basis that may attend or host a Meeting.
- (d) **Concurrent Learner:** means an individual learner that Customer licenses on a concurrent basis that may access training curriculum or courses.
- (e) **DMCA Provision:** means Section 21 of the Terms of Use, or any successor provision thereto providing guidelines and instructions regarding the reporting of infringing material being uploaded to or otherwise shared within the OnDemand Service, the terms of which are hereby incorporated herein by reference.
- (f) **Meeting:** means an Adobe® Connect™ meeting, seminar, or webcast, as applicable.
- (g) **Meeting Attendees:** means individuals who attend a meeting, telephone conference, seminar or webcast enabled by the OnDemand Service.
- (h) **Named Events Manager:** means an individual that has the ability to manage advanced registration for Adobe Connect events, branded event pages, additional email options, and absentee/attendee reporting for meetings, courses, curriculums, presentations and other content. A Named Events Manager must be an individual, not a group or generic login, and a Named Events Manager license cannot be shared between more than one individual. A Named Events Manager license may be reassigned from one individual to another solely (a) if the employment or independent contractor relationship of a licensed individual terminates; or (b) in all other cases, upon written permission of Adobe.
- (i) **Named Host:** means an individual that has the ability to host a Meeting with up to 100 total Meeting Attendees. A Named Host may create an unlimited number of Adobe Connect Meeting rooms; however, the Named Host can only use one of his/her rooms at any one time, and rooms cannot be accessed unless the Named Host is present. A Named Host must be an individual, not a group or generic login, and a Named Host license cannot be shared between more than one individual. A Named Host license may be reassigned from one individual to another solely (a) if the employment or independent contractor relationship of a licensed individual terminates; or (b) in all other cases, upon written permission of Adobe.
- (j) **Participant:** means a third party, including a Meeting Attendee, who interacts with the OnDemand Service as a result of such party’s relationship with (or connection to) Customer.
- (k) **Personal Data:** means information that can be used to identify or locate a specific natural person, including without limitation telephone number, e-mail address, and social security number.
- (l) **Privacy Policy:** means the terms of the Adobe Online Privacy Policy located at <http://www.adobe.com/go/privacy> or any successor website thereto.
- (m) **Seminar Host:** means an individual employed or otherwise hired by Customer to administer the Seminar

Room on behalf of Customer.

- (n) **Seminar Room:** means an Adobe Connect Meeting room with a size that is set based on number of seminar room seats purchased per room. Only one Meeting can take place in a Seminar Room at any given time, and a designated Seminar Host must be present in the room for the room to be accessed.
 - (o) **Terms of Use:** means the then-current online Adobe Terms of Use located at <http://www.adobe.com/go/terms> or any successor website thereto.
 - (p) **User:** means, as applicable, a Participant, Customer, Concurrent User, Named Host, Named Events Manager, Concurrent User, Seminar Host, or Meeting Attendee.
- 1.2 **Authority to Use OnDemand Service.** Customer represents and warrants that it has all necessary right, power and authority to enter into the Agreement and to perform the acts required of Customer hereunder including (i) having a valid license to use the software applications that generate Customer Content, (ii) the right to submit Customer Content and a Participant's Personal Data in connection with the OnDemand Service, and (iii) the right to use the particular audio conferencing service Customer uses in conjunction with the OnDemand Service. Otherwise, Customer is not permitted to use such audio conferencing service.
 - 1.3 **Access to OnDemand Service.** Customer acknowledges that Customer's ability to access and use the OnDemand Service may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that Customer is responsible for paying such fees. Adobe is not responsible for any equipment or third party services Customer may need to be able to access and use the OnDemand Service. Customer acknowledges and agrees that by accessing or using the OnDemand Service, Customer may be exposed to materials from third parties that are offensive, indecent, or otherwise objectionable. Customer may report any violations of these terms to Adobe customer service.
 - 1.4 **License to Documentation.** Customer may make and distribute copies of the Documentation for use by Users in connection with use of the OnDemand Service in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Customer makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.
 - 1.5 **Limitations.** The OnDemand Service may not reliably work in some international jurisdictions that regulate Voice Over IP services or where the local government actively blocks or otherwise interferes with cross-border data flows.
 - 1.6 **Client Software.** Customer may use the Add-In solely in conjunction with the OnDemand Service. If Customer has licensed Adobe Presenter in connection with access and use of the OnDemand Service, as indicated on the Sales Order, then end user license agreement accompanying such software shall govern its use.
 - 1.7 **Use Restrictions.** Customer may not: (i) use the OnDemand Service in any manner that could damage, disable, overburden, or impair any Adobe server, or the network(s) connected to any Adobe server or interfere with any other party's use and enjoyment of the OnDemand Service; (ii) attempt to gain unauthorized access to service, materials, other accounts, computer systems, or networks connected to any Adobe server or to the OnDemand Service, through hacking, password mining, or any other means; (iii) obtain or attempt to obtain any materials or information through any means not intentionally made available through the OnDemand Service; (iv) engage in any systematic extraction of data or data fields (including email addresses) except as may be reasonably contemplated through the normal use of the OnDemand Service including without limitation collecting email addresses of Meeting Attendees for purposes of tracking and/or confirming Meeting attendance; (v) transfer any rights to use or access the Service on any basis where Customer permits third parties to conduct conferences, online meeting services, or training sessions utilizing Customer's access and license rights hereunder; (vi) bundle or incorporate the OnDemand Service with or into any other service, offering, or solution for sale, resale, rent, or lease to third parties; or (vii) use the OnDemand Service for malicious injection of dial tone multi-frequency commands.
 - 1.8 **Controlling Customer Content Access.** Certain Features of the OnDemand Service enables Customer to specify the level at which such OnDemand Service restrict access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content.
 - 1.9 **Representations and Warranties Regarding Customer Content.** Customer represents and warrants that: (i) Customer is the owner, licensor, or authorized user of all Customer Content; (ii) Customer will not upload,

record, publish, link to, or otherwise transmit or distribute Customer Content that: (a) incites, assists, or otherwise encourages violence or any illegal activities; (b) infringes or violates the intellectual property rights of any third party or Adobe, or any rights of publicity or privacy of any party; (c) is materially false, misleading, or inaccurate; (d) promotes or comprises objectionable or unlawful content or activity; (e) is harmful to minors; (f) contains any viruses or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Personal Data, or property of another; or (g) violates any law, statute, ordinance or regulation.

1.10 **Adobe Access to Customer Content.** Customer acknowledges that the OnDemand Service is automated (e.g., Customer Content is uploaded using software tools) and that Adobe personnel, contractors or agents will not access, view, or listen to any Customer Content, except as reasonably necessary to perform the OnDemand Service, including but not limited to the following: (i) respond to support requests; (ii) detect, prevent, or otherwise address fraud, security, or technical issues; (iii) as deemed necessary or advisable by Adobe in good faith to conform to legal requirements or comply with legal process; or (iv) to enforce this Agreement, including investigation of potential violations hereof.

1.11 **Privacy.** Section 5 (Privacy) in the Exhibit for OnDemand Services shall be replaced with the following provisions:

(a) **Privacy Terms.** For information about Adobe's data protection and collection practices, please read the Privacy Policy. Customer agrees that Customer's access to and use of the OnDemand Service is subject to the Privacy Policy, which is incorporated herein by reference. Any Personal Data uploaded by Customer to the OnDemand Service for purposes of sharing such Personal Data with Meeting Attendees shall be considered "Customer Content" as described in the Exhibit for OnDemand Services, and shall not be considered Personal Data collected or gathered by Adobe as described in the Privacy Policy.

(b) **Customer's Responsibilities Regarding Information of Participants.** As between Adobe and Customer, Customer shall have sole responsibility for any and all Personal Data of Participants used and submitted in connection with the OnDemand Services. Customer shall comply with all data privacy laws and rules applicable to Personal Data of Participants. Customer shall provide conspicuous notice regarding, and obtain and maintain consent from Participants for, (i) Customer's access, use, or disclosure of Personal Data of Participants; and (ii) Adobe providing the tools for Customer to perform the actions described herein. In addition, Customer specifically acknowledges and agrees that Customer is solely responsible for compliance with Children's Online Privacy Protection Act of 1998. Customer shall defend, indemnify, and hold harmless Adobe from any claim, suit or proceeding brought against Adobe in connection with any acts or omissions with regards to such Personal Data.

(c) **Emails to Participants.** Emails related to the OnDemand Service are generally sent to Participants by Customer, and not by Adobe. If applicable, Adobe may send emails to Participants in Customer's name as Customer's agent, at Customer's request, and on Customer's behalf. Customer is solely responsible for such emails and contents thereof.

(d) **Notice Regarding Recording.** THE ONDEMAND SERVICE MAY ALLOW CUSTOMER TO RECORD MEETINGS AND TO COLLECT AND UTILIZE IDENTIFYING INFORMATION ABOUT CUSTOMER AND MEETING ATTENDEES, SUCH AS A MEETING ATTENDEE'S NAME, VOICE, OR LIKENESS. THE LAWS OF SOME STATES OR COUNTRIES REQUIRE (I) A MEETING ATTENDEE TO GRANT HIS/HER CONSENT PRIOR TO ANY RECORDING OF COMMUNICATIONS; AND (II) RESTRICTIONS ON THE COLLECTION, STORAGE, AND USE OF PERSONALLY IDENTIFYING INFORMATION. Customer is responsible for ensuring collection of all such consents and compliance with all such restrictions.

1.12 **Investigations.** Adobe does not generally monitor User activity occurring in connection with the OnDemand Service. If Adobe becomes aware, however, of any possible violations by Customer of sections regarding the Customer Content, Use Restrictions, or any other provision of this Agreement, Adobe reserves the right to investigate such violations, and Adobe may, at its sole discretion, terminate immediately Customer's license to use of the OnDemand Service or change, alter or remove Customer Content, in whole or in part, without prior notice to Customer. If, as a result of such investigation, Adobe believes that criminal activity has occurred, Adobe reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Adobe is entitled, except to the extent prohibited by applicable law, to disclose any information, including Personal Information, about Customer in Adobe's possession in connection with Customer's use of the

OnDemand Service to law enforcement or other government officials, as Adobe in its sole discretion believes to be necessary or appropriate. Adobe will provide Customer with prior notice of any such disclosure where legally permissible. The DMCA provision is hereby incorporated by reference. Customer agrees to indemnify and hold Adobe harmless from and against any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from Customer Content and Customer's or any Participant's use of the OnDemand Service, including any use that violates this Agreement.

1.13 **OnDemand Service Termination or Suspension.** Notwithstanding anything set forth in the General Terms, Adobe may at any time and upon written notice to Customer immediately terminate access to the OnDemand Service, or suspend or restrict access to the OnDemand Service in whole or in part, if Adobe determines in its sole and exclusive judgment that terminating access to the OnDemand Service is advisable for security reasons, to protect Adobe from liability, or for the continued normal and efficient operation of the OnDemand Service. Customer may terminate the OnDemand Service at any time for any reason or no reason by contacting Adobe customer services, but all fees paid prior to the termination date shall be non-refundable. Upon termination of the Service, Adobe reserves the right to delete any data files associated with Customer Content, Personal Information, or Customer's use of the OnDemand Service.

1.14 **Use of Online Services.** The OnDemand Service may facilitate Customer's access to APIs or other websites maintained by Adobe or its affiliates or third parties offering services (collectively, "Online Services"). Use of such Online Services may be subject to additional terms and conditions. EXCEPT AS EXPRESSLY AGREED BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, CUSTOMER'S USE OF ONLINE SERVICES IS AT ITS OWN RISK.

1.15 **Connect Modules.**

(a) **Adobe Connect Meeting.** Adobe Connect Meeting enables Meetings and Seminar Rooms that Participants can access via a web browser with the Adobe Flash Player. It provides support for sharing rich content, including streaming audio, video and software simulations, and it enables multi-person video conferences. Adobe Connect Meeting may be licensed under the Named Host, Concurrent User, or Seminar Room licensing metrics.

(b) **Adobe Connect Training.** Adobe Connect Training provides course and curriculum management capabilities. This includes the capability to track User completion and course results using a dashboard or view reports for individual learners. Adobe Connect Training may be licensed under the Concurrent Learner licensing metrics.

(c) **Adobe Connect Events.** Adobe Connect Events manages User registration, qualification, notification, automatic email reminders and tracking for Meetings and presentations. Adobe Connect Events module can provide detailed reports on attendee demographics, registrations, attendance, and answers to both registration questions and in-session polls.

(d) **Adobe Connect Webcast.** Adobe Connect Webcast enables very large Meetings with up to 70,000 Participants, which Participants can access via a web browser with the Adobe Flash Player. Adobe Connect Webcast may also include a team of event professionals as well as registration and reporting. Adobe Connect Webcast may be licensed on a per event basis.

2. **Adobe Connect Hosted.** The following provisions apply to solely Adobe Connect Hosted. All Adobe Connect Hosted services listed under the OnDemand section of the Sales Order are licensed to the Customer pursuant to all terms and conditions under the OnDemand Exhibit included herein and further subject to the terms and conditions of this Adobe Connect Hosted and Adobe Connect Managed Services PDM.

2.1 **Adobe Connect Hosted Product Description and License Metrics.** Adobe Connect Hosted allows for online collaboration using a Web browser, Adobe Flash, and an internet connection in a multi-tenant environment. Adobe Connect Hosted may be licensed by Customer under one or more of the following modules: Adobe Connect Meeting, Adobe Connect Training, Adobe Connect Events (may be licensed under the Named Events Manager), Adobe Connect Webcast.

2.2 **Additional Terms for Adobe Connect Hosted.**

(a) **Customer Content.** Customer Content may be stored on Adobe's servers at Customer's request, as

necessary for Adobe to provide the OnDemand Service. Adobe does not provide an archiving service, however, and Customer is solely responsible for Customer Content including making and keeping backup copies of Customer Content. Adobe shall use commercially reasonable efforts to block the uploading of Customer Content to the OnDemand Service that contains viruses detected by using industry standard virus detection software. Except as provided herein, Adobe has no responsibility or liability for the deletion or accuracy of Customer Content, the failure to store, transmit or receive transmission of Customer Content (whether or not processed by the OnDemand Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the OnDemand Service.

- (b) **Limitations.** The OnDemand Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, Adobe, its affiliates, suppliers, licensors, and resellers specifically disclaim any express or implied warranty of fitness for such purposes.
- (c) **Trial Use of Service.** This Section c (Trial Use of Service) applies to Customer solely if Customer has subscribed to the OnDemand Service on a trial basis. In addition to the other terms of this Agreement, as a trial user of the OnDemand Service, Customer's right to access and use the OnDemand Service is limited as provided in the email communication from Adobe acknowledging Customer's right to use the OnDemand Service, or as provided in the web pages describing trial use of the OnDemand Service. This trial OnDemand Service might be offered by Adobe at a later time with different features, for a fee, or not at all, as determined by Adobe in its sole discretion. In order to maintain a consistent quality of service, Adobe reserves the right to temporarily suspend trial access to the OnDemand Service as needed. Customer's right to use the OnDemand Service on a trial basis shall terminate immediately upon expiration of the limited time period granted at the time Customer subscribed to the OnDemand Service on a trial basis. In addition, Adobe reserves the right, for any reason in its sole discretion without prior notice, to discontinue or suspend Customer's trial use, and to terminate Customer's trial account. Customer's rights and the rights of Participants to access Customer Content submitted to Customer's account and processed by the OnDemand Service shall terminate immediately upon termination of your right to use the OnDemand Service.

3. **Adobe Connect Managed Services.** The following provisions apply to solely Adobe Connect Managed Services, which offers (i) functionality substantially similar to that provided by Adobe Connect On Premise software; and (ii) any other solutions accompanying such functionality. All Adobe Connect Managed Services offerings listed under the OnDemand section of the Sales Order are licensed to the Customer pursuant to all terms and conditions under the OnDemand Exhibit included herein and further subject to the terms and conditions of this Adobe Connect Hosted and Adobe Connect Managed Services PDM.

3.1 **Adobe Connect Managed Services Product Description and License Metrics.** Adobe Connect Managed Services allows Customer to outsource its IT management of Adobe Connect to Adobe. Adobe will install, upgrade, and manage Adobe Connect in a single tenant environment while Customer may retain certain controls such as selecting additional security options and customizations. Customer may license Adobe Connect Managed Services under one or more of the following modules: Adobe Connect Meeting, Adobe Connect Training and Adobe Connect Events.

3.2 **Additional Terms for Adobe Connect Managed Services.**

(a) **Definitions.**

- (i) **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.
- (ii) **Customer Customizations:** means the customizations made to the OnDemand Service by Customer and/or the Development Partner during the Development Phase and Staging Phase.
- (iii) **Customer's Technical Support Contacts:** means the three (3) named Customer technical support contacts listed as "Customer Administrator" and "Development Partner" on the Sales Order.

- (iv) **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 or connection to Customer.
 - (v) **Development Phase:** means 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.
 - (vi) **Guidelines:** shall mean the "Guidelines for Customizing Adobe Connect 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. The Guidelines are a form of Documentation, as defined in the General Terms.
 - (vii) **Production Phase:** means the period of time during which a Customer uses the OnDemand Service for its regular and customary business operations.
 - (viii) **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 entitled "Runbook" and in any sample provided by Adobe to Customer from time to time, which such list is intended to assist Adobe in running and supporting the OnDemand Service in the Production Phase.
 - (ix) **Staging Phase:** means the period of time during which a Customer may conduct quality testing of the OnDemand Service configuration created by Customer during the Development Phase.
 - (x) **Storage Policy:** means Adobe's policies for retention and storage of Content and Personal Data as follows. Adobe stores all long term Content, Personal Data and related operational data on mechanisms external to the virtual machines supporting the Customer system. Adobe encrypts all Content, Personal Data and related operational data stored outside the virtual machine at a standard of no less than AES-256. Adobe backs up all long term Content, 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. Adobe encrypts all backups at the same standard or better as set forth above for long term storage. All backup material shall, 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. All backups shall be taken at a frequency specified by the Customer in the Customer's Runbook, or daily if no specification is made. Adobe shall retain all backups for a period specified in the Customer's Runbook, or for one week if no specification is made. Adobe shall delete and overwrite all backup files from media no less than 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. The total storage for purposes of the limits set forth in Section 3.2.3 (Data Storage and I/O Limitations) shall be the size of Customer's then –current files stored outside of the virtual machine as described above, plus the total size of all back up files being retained under the Customer Runbook specifications or under the default Adobe terms if no specification is made. Adobe develops and implements backups for the rapid recovery of an entire system if necessary and are not designed to allow for the restoration of individual files.
 - (xi) **Transition Phase:** means the period of time before the Production Phase in which Customer creates the Runbook and obtains Adobe's written approval of such Runbook.
- (b) **Development Partners.** Customer may appoint Development Partners. Notwithstanding anything to the contrary in the General Terms prohibiting sharing login IDs or passwords with third parties, Customer may, if applicable, provide to Development Partners specific login IDs or passwords for the sole purpose of enabling such Development Partner to assist Customer in exercising its rights under this Agreement. Customer is solely responsible for all acts or omissions of Development Partners in connection with the OnDemand Service. 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.
- (c) **Data Storage and I/O Limitations.** Customer is limited to a total combined storage at any one time, including active data and backups of the active data, of one terabyte (1,000 gigabytes). In the event the Customer exceeds this limit, Customer shall be billed for any overage at the then-current Adobe list price.

Customer is limited to a total combined input and output traffic, to and from the given Amazon Web Services cloud region specified in the Sales Order, of 500 gigabytes (500,000 megabytes) per month. There is no limit on the transmission of information which does not depart the regional cloud and is instead terminated at another server on the cloud. In the event the Customer exceeds the limit, Customer shall be billed for any overage at the then-current Adobe list price.

- (d) **Customer Content.** Customer may upload Customer Content to the OnDemand Service in connection with Customer's use of the OnDemand Service. Customer Content may be stored on Adobe's servers at Customer's request as necessary for Adobe to provide the OnDemand Service, and in accordance with Adobe's Storage Policy. Customer is solely responsible for Customer Content including making and keeping backup copies of Customer Content. Adobe shall use commercially reasonable efforts to block the uploading of Customer Content to the OnDemand Service that contains viruses detected by using industry standard virus detection software. Notwithstanding anything to the contrary herein, Adobe has no responsibility or liability for the deletion or accuracy of Customer Content, the failure to store, transmit or receive transmission of Content (whether or not processed by the OnDemand Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the OnDemand Service.
- (e) **Sublicense to Development Partner.** Customer may sublicense its rights to the Development Partner solely in connection with accessing and using the OnDemand Service in the Development Phase, Staging Phase, and Transition Phase.
- (f) **Use Phases.** In accordance with the terms and conditions of this Agreement, 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.
 - (i) **Staging 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.
 - (ii) **Transition Phase.** Prior to Customer utilizing the OnDemand Service for the Production Phase, Customer shall (i) create a Runbook and provide such Runbook to Adobe for review; and (ii) 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 (1) Customer's failure to accurately list all Customer Customizations or configurations in the Runbook as required under this section regarding the Transition Phase, or (2) 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 (I) does not create a Runbook; (II) fails to keep its Runbook current and updated; or (III) 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 PUR.
 - (iii) **Production Phase.** 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 (i) request that Adobe launch a cloned staging server; (ii) implement such customizations; and (iii) 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.
- (g) **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 Data off of the OnDemand Service. Such transition must (i) be completed before the effective date of termination of the Agreement; and (ii) not exceed any Customer Content transition limits imposed by Adobe. Adobe reserves the right to delete any data files associated with Customer Content, Personal Data, or Customer's use of the OnDemand Service upon termination of the OnDemand Service or termination of this Agreement.

(h) **Support Services.**

- (i) **Technical Support Contacts.** Adobe will provide Customer technical support to a maximum of three (3) named Customer technical support contacts ("Customer's Technical Support Contacts") only, which such contacts are listed on the Sales Order as the Customer Administrator and Development Partner.
- (ii) **Adobe Response Services.** "Adobe Response Services" means the services described in this section entitled "Adobe Response to OnDemand Services." Adobe will provide prioritized, toll-free support services for the OnDemand Service to be accessed by Customer's Technical Support Contacts 24 hours a day, 7 days a week, 365 days a year (each such report a "OnDemand Service Request") according to the following chart and related definitions:

"Response Times"

- **Priority 1:** 1 hour
- **Priority 2:** 2 hours
- **Priority 3:** 4 hours
- **Priority 4:** 1 business day

Adobe shall undertake reasonable efforts to: (i) acknowledge receipt of a OnDemand Service Request from Customer Technical Support Contact within the Response Time. This will generally be via the same medium of communication by which the OnDemand Service Request was reported and will: (i) provide a short status report to Customer within a reasonable time; and (ii) resolve the OnDemand 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 OnDemand Service, 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.

Processing time for Adobe starts from the date and time when Adobe acknowledges receipt of a OnDemand Service Request. If the OnDemand Service Request cannot be solved within a commercially reasonable timeframe, the OnDemand Service Request may be escalated within the Adobe organization.

(iii) **Case Priority Definitions.**

The Customer identifies the priority level. Accurately prioritizing the technical issue is critical to success. Please see the overview below and the guidelines at <http://www.adobe.com/support/programs/policies/sla.html#prioritydefs> to determine the appropriate priority level. When a request is submitted as a Priority 1 – Priority 3 issue, a Customer Technical Support Contact must be available to work with the Adobe Technical Support team while we resolve Customer's issue.

- **CRITICAL (Priority 1)** — the problem results in extremely serious interruptions to the OnDemand Service (i) in the Production Phase, or (ii) in connection with user acceptance testing or training while the OnDemand Service is in the Staging Phase (collectively, "Priority 1 Phase").
- **URGENT (Priority 2)** — the problem results in serious interruptions to the OnDemand Service in the Production Phase, will negatively impact the OnDemand Service in the Production Phase, urgent deadlines are at risk.
- **IMPORTANT (Priority 3)** — the problem causes interruptions to the OnDemand Service in either the Production Phase or the Staging Phase.

- **MINOR (Priority 4)** — the problem results in minimal or no interruptions to normal operations (no business impact).
- (iv) **Resolutions.** Adobe will provide resolutions as required to correct OnDemand Service malfunctions in order to bring the Adobe provided portion of the OnDemand Service into substantial conformity with applicable documentation. If Customer encounters a problem in the usage of the OnDemand Service, Customer will provide Adobe with sufficient access and 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 OnDemand Service that causes it to not operate in substantial conformity with applicable documentation, Adobe will use commercially reasonable efforts to provide a fix release to Customer. In addition, Adobe may, at its sole discretion and from time to time, implement fix releases.
 - (v) **Online Support.** Customer shall have unlimited secure access to Adobe’s on-line support facility on Adobe’s web site at www.adobe.com.
 - (vi) **eSupport.** Customer shall 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 OnDemand Service from an external computer controlled by Adobe, including any and all of Customer’s systems on which the OnDemand Service depends, for the sole purpose of providing Support OnDemand Services to Customer.
 - (vii) **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 shall 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 shall provide Customer with sixty (60) days prior written notice of any material changes to the Adobe Response Services contemplated herein.
 - (viii) **Customer Success Manager.** During the Development Phase, Staging Phase, and Transition Phase, Adobe shall make available a resource who may answer questions from those support contacts 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 service level or availability level in association with such Customer Success Manager.
 - (ix) **Upgrades.**
 - (A) **Types of Upgrades.** From time to time during the Term, Adobe may implement upgrades to the OnDemand Service. Such upgrades may include a Customer-specific upgrade, emergency upgrade necessary for the security of the OnDemand Service 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 OnDemand Service for purposes including but not limited to, error correction), or a major upgrade (*i.e.*, a new version of the OnDemand Service).
 - (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 the section entitled “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 the section entitled “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 shall 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 the section entitled “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 Term upon prior written notice to Customer as specified in the Runbook. Adobe shall 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 five (5) business days after Adobe makes the upgraded OnDemand Service available. In the event that the Customer notifies Adobe that the tests on the Staging Phase system have passed, Adobe shall 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 OnDemand Service within at least one major upgrade of the then-current, generally commercially available version of the Adobe Connect Hosted OnDemand Service (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 OnDemand Service 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 OnDemand Service; however, Customer shall work with Adobe to install the applicable Support Upgrade within a reasonable period of time.
- (E) **Emergency Upgrades.** Notwithstanding anything to the contrary herein, Customer must accept all Emergency Upgrades.
- (x) **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	<p>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.</p> <p>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.</p>
Customizations	<p>A list of all customizations Customer or Development Partner made to the OnDemand Service.</p> <p>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.</p>

Runbook Subject Matter	Description
	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	<p>A list of any connections between the OnDemand Service and any other systems on which the OnDemand Service is dependent.</p> <p>A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the OnDemand Service.</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 User Acceptance Testing scenarios conducted by the Customer or Development Partner.</p> <p>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.</p>
Post Production CAB	Describe 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.
Events and Responses	<p>List all known weaknesses in the Customer Customizations to the OnDemand Service.</p> <p>Recommend actions to be taken by Adobe response team(s) when providing support for the OnDemand Service in association with Customer Customizations.</p> <p>Include the following information, at a minimum:</p> <ul style="list-style-type: none"> • all logging processes and file locations for any log files created by the Development Partner or Customer; • all information source or recipient repositories; • all data bases 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	<p>Specify a Customer contact who Adobe should notify if the system goes down.</p> <p>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.</p> <p>Specify a point of contact on the Customer side for any links between Customer's IT</p>

Runbook Subject Matter	Description
	<p>systems and the OnDemand Service (e.g., SSO, 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 OnDemand Service.</p> <p>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.</p>

Third Party Software Notices. In order to accommodate public demand for software that is interoperable with other products and platforms, Adobe, like other commercial software publishers, has designed its products to comply with public standards, and has incorporated code created and licensed by third parties, into its products. The creators of these public standards and publicly available code, as well as other third party licensors, require that certain notices and terms and conditions be passed through to the end users of the software. Such required third party software notices and/or additional terms and conditions are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement. Customer acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.