



## ADOBE PDM – Adobe Gold Support (2013v3)

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 OnPremise Software. This PDM sets forth the additional terms and conditions for the provision of support services (“**Support Services**”) under the Adobe Gold Support Program.

1. **Gold Support.** If Customer subscribes to Gold Support Services for any OnPremise Software and pays the annual Support Services fee detailed in the applicable Sales Order (“**Annual Support Fee**”), Adobe shall provide the following Support Services:
  - 1.1 Adobe will provide Customer technical support to a maximum of 4 named Customer technical support contacts (“**Customer’s Technical Support Contacts**”).
  - 1.2 Adobe will provide prioritized, toll-free Support Services for the OnPremise 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 web site (currently [www.adobe.com/support](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.
  - 1.3 Adobe will provide code corrections as required to correct OnPremise Software malfunctions in order to bring the OnPremise Software into substantial conformity with applicable documentation.
    - (A) If Customer encounters a problem in the usage of the OnPremise 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 OnPremise 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 Fix Releases generally available to users of the OnPremise 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 shall have unlimited secure access to Adobe’s on-line support facility on the Support Site or any successor site.
  - 1.5 Customer shall 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 OnPremise Software from an external computer controlled by Adobe, including any and all of Customer’s systems on which the OnPremise Software resides, for the sole purpose of providing Support Services to Customer.
    - (B) CUSTOMER ACKNOWLEDGES THAT IT MAY CONTROL ALL ADOBE ACCESS TO THE ONPREMISE 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 Support Site, at <http://www.adobe.com/support/programs/policies/sla.html>. Adobe shall 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 OnPremise 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 or Fix Releases of the OnPremise Software provided hereunder are not provided as additional copies. The use of any update provided hereunder shall be governed by the updated license use/restriction terms in the applicable end user license agreement, if any. Nothing in this Gold Support Product Description shall be construed as increasing the number of copies of the OnPremise Software licensed to Customer.

### **3. Annual Support Fee/ Initial Term and Renewals.**

3.1 **Term.** The initial term for Support Services is 1 year, unless otherwise provided in the Sales Order (the "**Initial Term**"). If Adobe generally makes renewals for such Support Services available to its customers, Adobe will provide Customer with a renewal reminder in advance of expiration of the then-current term for Support Services, so that Customer can order a further one year period for Support Services. Renewal terms after the Initial Term are optional, unless provided otherwise in a Sales Order. If Customer desires to renew, Adobe shall invoice Customer for the next renewal term. If Support Services lapse, Customer may be subject to additional fees, to cover the lapsed period, prior to the reinstatement of Support Services.

3.2 **Renewals.** Customer may elect to renew Support Services for any OnPremise Software, provided Support Services are generally made available by Adobe for the that version of OnPremise Software then held by Customer. If Customer so elects, the renewal Annual Support Fee is determined as follows:

- (A) For the first renewal term, the initial Annual Support Fee increased by 3%,
- (B) For the second through the fourth renewal terms, the Annual Support Fee for immediately preceding renewal term increased by 3%, and
- (C) For the fifth and subsequent renewal term(s), the lesser of 20% of the then-current List Price for the software or the Annual Support Fee for the immediately preceding renewal term increased by the applicable Consumer Price Index (CPI), for the twelve-month period preceding the renewal date, however, in no event shall the amount be less than the Annual Support Fee paid for the prior year for the OnPremise Software covered by the applicable renewal.

**4. Right to Discontinue or Modify Services.** Customer acknowledges that Adobe has the right to discontinue the manufacture and development of any of the OnPremise Software and the Support for that Software, including the distribution of older OnPremise Software versions, at any time in its sole discretion, provided that Adobe agrees not to discontinue the support for that OnPremise 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 OnPremise Software, Support Services for any remaining OnPremise Software covered by this PDM during the same annual period shall 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 shall 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 shall provide Customer with 60 days prior written notice of any material changes to the Support Services contemplated herein.

**5. Decommissioning.** When buying Support Services and the customer has multiple copies of one product, if Customer chooses at its option to renew Support, Customer must purchase Support Services on 100% of those licenses. If Customer wishes to renew Support Services on a lesser number of licenses, Customer must secure written approval from Adobe and will be subject to Adobe's policies on documenting decommissioned licenses.

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

6.1 **“Fix Release”** means releases designated by Adobe as third digit releases (e.g., 4.2.2 to 4.2.3). Fix Releases are not considered upgrades for the purposes of this Agreement, and must be requested by Customer.

6.2 **“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 OnPremise Software to conform to the published product specifications.