



Adobe PDM - Adobe® Connect™ – Managed Services (2015v1.1)

The Services described in this PDM are Managed Services and are governed by the terms of the General Terms, the Exhibit for Managed Services, this PDM, and the applicable Sales Order.

PRODUCT SPECIFIC LICENSING TERMS

1. Adobe Connect Meetings.

- 1.1 Under the per-Named Host license metric, Customer may create an unlimited number of Meeting rooms; however, each Named Host can only use one Meeting room at any one time, and Meeting rooms may not be accessed by Meeting Attendees unless a 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 only if the employment or independent contractor relationship of a licensed individual terminates, or if the individual's employment duties and role have changed significantly; else written permission from Adobe is required.
- 1.2 Under the per-Concurrent User license metric, Customer may create an unlimited number of Meeting rooms and run several active Meetings simultaneously, but the number of Meeting Attendees across all of those active Meetings may not exceed the number of Concurrent Users licensed.

2. Adobe Connect Learning.

- 2.1 Under the per-Named Virtual Classroom Manager license metric, Customer may create an unlimited number of Meeting rooms in which attendance and course results for Meeting Attendees may be tracked; however, each Named Virtual Classroom Manager can only use one Meeting room at any one time, and Meeting rooms may not be accessed by Meeting Attendees unless a Named Virtual Classroom Manager is present. A Named Virtual Classroom Manager must be an individual, not a group or generic login, and a Named Virtual Classroom Manager license cannot be shared between more than one individual. A Named Virtual Classroom Manager license may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates, or if the individual's employment duties and role have changed significantly; else written permission from Adobe is required.
- 2.2 Under the per-Concurrent Learner license metric, Customer may permit individuals to access training curricular or courses. The number of individuals accessing trainings concurrently may not exceed the number of Concurrent Learners licensed by Customer.

3. Adobe Connect Webinars.

- 3.1 Under the per-Named Webinar Manager license metric, Customer may create an unlimited number of Meeting rooms; however, each Named Webinar Manager can only use one Meeting room at any one time, and Meeting rooms may not be accessed by Meeting Attendees unless a Named Webinar Manager is present. A Named Webinar Manager, and must be an individual, not a group or generic login, and a Named Webinar Manager license cannot be shared between more than one individual. A Named Webinar Manager license may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates, or if the individual's employment duties and role have changed significantly; else written permission from Adobe is required.
- 3.2 Under the per-Shared Webinar Room license metric, Customer may create an unlimited number of Meeting Rooms and an unlimited number of Webinar Admins may administer such Meeting Rooms, but only one Meeting can take place at any given time for each Shared Webinar Room license purchased. A Webinar Host must be present in the room for the room to be accessed.

4. **Adobe Connect Meetings, Adobe Connect Learning, Adobe Connect Webinars and Adobe Connect Webcast.**

4.1 Client Software. Customer may use the Distributed Code solely in conjunction with the Managed Service. If Customer has licensed Adobe Presenter in connection with access and use of the Managed Service, as indicated on the Sales Order, then the end user license agreement accompanying such software will govern its use.

4.2 Customer Content. Certain features of the Managed Service enables Customer to specify the level at which such Managed Service restrict access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content. For clarity, the mere uploading of Customer Content to the Managed Services without actual viewing by Adobe personnel, does not constitute disclosure of the Customer Content to Adobe. Customer acknowledges that the Managed Service is automated and that Adobe will not access any Customer Content, except as reasonably necessary to perform the Managed Service, such as:

- (A) respond to support requests;
- (B) detect, prevent, or otherwise address fraud, security, or technical issues; or
- (C) as expressly permitted under this Agreement.

4.3 Storage. Customer Content may be stored on Adobe's servers at Customer's request, as necessary for Adobe to provide the Managed Service. Customer is solely responsible for making and keeping backup copies of Customer Content. Adobe will use commercially reasonable efforts to block the uploading of Customer Content to the Managed 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 Managed Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Managed Service.

5. License to Documentation. Customer may make and distribute copies of the Documentation for use by Managed Services Users in connection with use of the Managed Service in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation must contain the same copyright and other proprietary notices that appear in the Documentation.

6. Third Party Materials. Customer acknowledges and agrees that by accessing or using the Managed Service, Customer may be exposed to materials from third parties that are offensive, indecent, or otherwise objectionable. Customer may report any violations of this Agreement to Adobe customer service.

7. VOIP. Customer may not use the Managed Service where Voice Over IP is prohibited by local laws or regulations.

8. Runbook. During the Pre-Production Phase, Customer must create a complete and accurate Runbook listing all Customer Customizations, and obtain Adobe's written approval of such Runbook. Customer's Runbook will be in the format provided by Adobe, and must, at a minimum, include the subject matters listed in the Runbook Table (see Product Specifications). Customer must 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 License Term, change or modify the subject matters required to be included in the Runbook, and Customer will promptly update its Runbook to include such new subject matters. Customer and/or its Development Partner will immediately update the Runbook upon any Adobe request.

9. **Customer Customizations.**

9.1 Customer may not make customizations to the Managed Services during the Production Phase. If Customer desires to make any customizations to the Managed Services once the Managed Services is in the Production Phase, the following will apply:

- (A) Customer will request that Adobe launch a cloned staging server, implement such customizations and request that such customizations be reviewed and approved by the CAB.
- (B) The Managed Services will then revert back to the Pre-Production Phase in connection with such customizations on such cloned server.
- (C) Adobe will continue to simultaneously run the Managed Services in the Production Phase while such customizations are in the Pre-Production Phase.

- 9.2** Customer is solely responsible for all security testing of Customer Customizations, and Adobe has no obligation in connection with any failure or defect caused by Customer Customizations or Customer's failure to meet the obligations in Section 8 (Runbook) and 9 (Customer Customizations).
- 10. Development Partners.** Customer may appoint Development Partners to develop and test Customer Customizations during the Pre-Production Phase, subject to the following limitations and restrictions:
- 10.1** Customer may provide the appointed Development Partners access to the Managed Services, including user logins and passwords, solely for the internal business purposes of Customer and related to Customer's use of the Managed Services during the Pre-Production Phase.
- 10.2** Prior to providing the Development Partner with access to the Managed Services, Customer will enter into a confidentiality agreement with the Development Partners at least as protective as the confidentiality terms in this Agreement.
- 10.3** If, during the term of this Agreement, Customer learns that the Development Partner is, has become, or plans on becoming a direct competitor of Adobe for the Managed Services purchased herein, then Customer will immediately terminate the Development Partner's access to the Managed Services and any other Confidential Information of Adobe.
- 10.4** Customer is responsible for ensuring the Development Partners compliance with all terms and conditions of this Agreement, as applicable, and will remain liable for any acts or omissions of the Development Partners which results in a breach or violation of this Agreement, including indemnifying Adobe for any and all third party claims arising from such acts or omissions of Development Partner.
- 10.5** Adobe may deny access to any Development Partner it deems is adversely impacting the Managed Services or other Managed Services Users.
- 11. License Restrictions.** Customer may not:
- 11.1** attempt to gain unauthorized access to service, materials, other accounts, computer systems, or networks connected to any Adobe server or to the Managed Service, through hacking, password mining, or any other means;
- 11.2** obtain or attempt to obtain any materials or information through any means not intentionally made available through the Managed Service;
- 11.3** 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 Managed Service;
- 11.4** use the Managed Service for malicious injection of dial tone multi-frequency commands.
- 12. Representations and Warranties Regarding Customer Content.** Customer represents and warrants that:
- 12.1** Customer is the owner, licensor, or authorized user of all Customer Content;
- 12.2** 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 or is harmful to minors;
 - (E) 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
 - (F) violates any law, statute, ordinance or regulation.
- 13. Audio Conferencing.** Customer represents and warrants that it has the right to use the particular audio conferencing service Customer uses in conjunction with the Managed Service.
- 14. Limitations.** The Managed Service is not designed or licensed for use in hazardous environments requiring fail-safe controls. Adobe, its Affiliates, suppliers, licensors, and resellers specifically disclaim any express or implied

warranty of fitness for such purposes. Further, Adobe is not liable in the event that access to the Managed Service is slowed or blocked as a result of governmental action.

- 15. Investigations.** At any time Adobe becomes aware of any possible violations by Customer of this Agreement, Adobe reserves the right to investigate such violations and, at its sole discretion, terminate immediately Customer's license to the Managed Service or remove Customer Content, without prior notice to Customer. If Adobe believes that criminal activity has occurred, Adobe reserves the right to refer the matter to, and to cooperate with, any law enforcement authorities. Adobe is entitled, except to the extent prohibited by applicable law, to disclose any information, including Personal Data, about Customer in Adobe's possession in connection with Customer's use of the Managed Service to law enforcement or other government officials. Adobe will provide Customer with prior notice of any such disclosure where legally permissible.
- 16. Privacy.** The following will apply in place of the Privacy section of the Exhibit for Managed Services for the Managed Services in this PDM.
- 16.1 Personal Data.** Any Personal Data uploaded or shared by Customer or Meeting Attendees to the Managed Service for purposes of sharing with Meeting Attendees will be considered "**Customer Content**" as described in the Exhibit for Managed Services, and will not be considered Personal Data. Customer will comply with all data privacy laws and rules applicable to Personal Data of Participants. Customer will provide conspicuous notice regarding, and obtain and maintain consent from Participants for:
- (A) Customer's access, use, or disclosure of Personal Data of Participants, and
 - (B) Adobe providing the tools for Customer to perform the actions described herein.
- 16.2 Sensitive Personal Data.** Customer may use the Managed Services to collect, process, or store Sensitive Personal Data if and only if Customer receives prior written consent from Adobe and, if applicable, executes business associate agreements with Adobe.
- 16.3 Emails to Participants.** Emails related to the Managed 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.
- 16.4 Recordings.** THE MANAGED SERVICE MAY ALLOW CUSTOMER TO RECORD MEETINGS AND TO COLLECT AND UTILIZE A MANAGED SERVICE USER'S PERSONAL DATA, VOICE, OR LIKENESS. Customer is responsible for ensuring collection of all any required consents and compliance with all any applicable restrictions and laws.
- 17. Use of Online Services.** The Managed Services 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.
- 18. 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.
- 19. Service Level Agreement.**
- 19.1 Service Availability Objective.** Adobe's objective is to make commercially reasonable efforts to meet the Service Availability Objective. Adobe may perform maintenance on some or all of the Managed Services in order to upgrade hardware or software that operates or supports the Managed Services, implement security measures, or address any other issues it deems appropriate for the continued operation of the Managed Services. Adobe is relieved of its obligation to meet the Service Availability Objective if Customer
- (A) does not create a Runbook;

- (B) fails to keep its Runbook current and updated; or
- (C) does not maintain an appointed Development Partner for the duration of the License Term.

19.2 Remedy for Failure to Achieve Service Availability Objective.

- (A) At Customer's request, Adobe will calculate Customer's Service Availability during a given calendar month. In the event that the Service Availability Objective was not met in a given calendar month, then for each day in such month that the duration of the Managed Services unavailability exceeds one continuous hour, Customer is entitled to receive a one day Managed Services credit, subject to this Agreement.
- (B) For purposes of calculating the Service Availability Objective, Adobe will only consider the Managed Services unavailable if Customer opened a trouble ticket relating to the Managed Services unavailability with the Adobe customer support department within three business days of the Managed Services unavailability.
- (C) To obtain a credit for Adobe's failure to meet the Service Availability Objective, Customer must request such credit in writing no later than the calendar month following the month of the Managed Services unavailability giving rise to Customer's credit request. In the event of a conflict between the data in Customer's records and Adobe's records, the data in Adobe's records will prevail.
- (D) Any Managed Services credit due hereunder will be applied to Customer's account at the conclusion of the then-current License Term.
- (E) The Managed Services credit offered in this section regarding remedies for failure to achieve the Service Availability Objective will be Customer's sole and exclusive remedy for any failure of the Managed Services or any failure of Adobe to meet the Service Availability Objective. Any unused Managed Services credits will expire upon termination of this Agreement.

20. Support Services

- 20.1 **Technical Support Contacts.** Adobe will provide Customer technical support to a maximum of 10 named Customer technical support contacts ("Customer's Technical Support Contacts") only.
- 20.2 **Customer Success Manager.** During the Pre-Production Phase, Adobe will make available a resource who may answer questions 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 specific response times in association with such Customer Success Manager. All priority issues should be submitted pursuant to the Adobe Response Services described below.
- 20.3 **Pre-Production Phase.** During the Pre-Production Phase, Adobe will not be responsible for any failure of the Managed Services or inability of Adobe to provide support for the Managed Services caused or related to Customer's failure to accurately list all Customer Customizations or configurations in the Runbook as required under this section regarding the Pre-Production Phase or any errors or omissions in the Runbook.
- 20.4 **Production Phase.** During the Production Phase, Adobe will be responsible for providing support solely to Customer's Technical Support Contacts, pursuant to the terms of this Section on Support Services.
- 20.5 **Adobe Response Services.** Adobe will provide prioritized, toll-free support services for the Managed Services, to be accessed by Customer's Technical Support Contacts 24 hours a day, 7 days a week, 365 days a year (each such request a "Managed Services Request") according to the Response Times described below.
 - (A) **Response Times.** The Customer must identify the priority level – accurate prioritization of the technical issue is critical to Adobe resolution of issue. The following guidelines should be used by Customer to identify the appropriate priority level.
 - (1) **Priority 1: CRITICAL – 1 hour.** The problem results in extremely serious interruptions to a production system.
 - (a) Priority identification:
 - (i) During Production Phase, the problem results in extremely serious interruptions to the Managed Services or during Staging Phase, serious interruptions in connection with user acceptance testing or training (collectively, "Priority 1 Phase"). Tasks that should be

executed immediately cannot be executed because of a complete crash of the Managed Services or interruptions in main functions of the Managed Services in the Priority 1 Phase.

- (ii) Data integrity is compromised and the service request requires immediate processing as the issue can result in financial losses.
 - (iii) Problem has affected, or could affect, the entire user community.
 - (b) Customer Action: The Customer must call Adobe Customer Support for all critical Priority 1 issues and Customer's Technical Support Contact must be available to work with the Adobe Technical Support team while Adobe resolves Customer's issue.
 - (c) Adobe Response Time: 1 hour.
- (2) **Priority 2: URGENT - 2 hours.** The problem results in serious interruptions to normal operations, will negatively impact the Managed Services installation, urgent deadlines or at risk.
- (a) Priority identification:
 - (i) Processing can still continue in a restricted manner but data integrity may be at risk and the service request requires timely processing because the malfunction could cause serious interruptions to critical processes or negatively impact business.
 - (ii) During Pre-Production Phase, the problem hinders deployment of an enterprise installation.
 - (b) Customer Action: Customer's Technical Support Contact must be available to work with the Adobe Technical Support team while Adobe resolves Customer's issue.
 - (c) Adobe Response Time: 2 hours.
- (3) **Priority 3: IMPORTANT – 4 hours.** The problem causes interruptions in normal operations.
- (a) Priority identification:
 - (i) During either the Production Phase or the Pre-Production Phase, the problem does not prevent operation of the Managed Services in either the Production Phase or the Pre-Production Phase but there could be minor degradation in performance.
 - (ii) During the Production Phase, the error is attributed to malfunctioning or incorrect behavior of the Managed Services.
 - (b) Customer Action: Customer's Technical Support Contact must be available to work with the Adobe Technical Support team while Adobe resolves Customer's issue.
 - (c) Adobe Response Time: 4 hours.
- (4) **Priority 4: MINOR – 1 business day.** The problem results in minimal or no interruptions to normal operations (no business impact).
- (a) Priority identification: The issue consists of "how to" questions including issues related to APIs and integration, installation and configuration inquiries, enhancement requests, or documentation questions.
 - (b) Adobe Response Time: 1 business day.

(B) Response Procedure

- (1) **Adobe acknowledgement of Managed Services Request.** Adobe will undertake reasonable efforts to acknowledge receipt of a Managed Services Request from Customer's Technical Support Contact within the Response Time. The acknowledgment will generally be via the same medium of communication by which the Managed Services Request was reported and will provide a short status report to Customer within a reasonable time; and
- (2) **Adobe Resolution.** Adobe will provide resolutions as required to correct Managed Services malfunctions in order to bring the Adobe provided portion of the Managed Services into substantial conformity with applicable documentation.

- (a) If Managed Services Request relates to a problem in the usage of the Managed Services, Customer will provide Adobe with sufficient access and detail to permit Adobe to understand and reproduce the problem.
 - (b) 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 Managed Services that causes it to not operate in substantial conformity with applicable documentation, Adobe will use commercially reasonable efforts to provide a remedy to the Customer, which may include 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 Managed Services, 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.
 - (c) In addition, Adobe may, at its sole discretion and from time to time, implement fix releases.
- (3) **Processing Time.** The processing time for Adobe starts from the date and time when Adobe acknowledges receipt of a Managed Services Request. If the Managed Services Request cannot be solved within a commercially reasonable timeframe, the Managed Services Request may be escalated within the Adobe organization.
- 20.6 **Online Support.** Customer will have unlimited secure access to Adobe's on-line support facility on Adobe's web site at www.adobe.com.
- 20.7 **eSupport.** Customer will 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 Managed Services from an external computer controlled by Adobe, including any and all of Customer's systems on which the Managed Services depends, for the sole purpose of providing Support Managed Services to Customer.
- 20.8 **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 may 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 will provide Customer with 60 days prior written notice of any material changes to the Adobe Response Services contemplated herein.
- 20.9 **Customer Success Manager.** During the Pre-Production Phase, Adobe will 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.

21. Updates and Upgrades.

- 21.1 **Standard Upgrades.** During the License Term, all Managed Services include the updates and upgrades that are released to the general Adobe customer base.
- (A) **Types of Upgrades.** From time to time during the License Term, Adobe may implement upgrades to the Managed Services. Such upgrades may include a Customer-specific upgrade, an emergency upgrade necessary for the security of the Managed Services 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 Managed Services for purposes including but not limited to, error correction), or a major upgrade (i.e., a new version of the Managed Services).
 - (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 will 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 License Term upon prior written notice to Customer as specified in the Runbook. Adobe will 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 Managed Services available. In the event that the Customer notifies Adobe that the tests on the Staging Phase system have passed, Adobe will 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 Managed Services within at least one major upgrade of the then-current, generally commercially available version of the Adobe Connect Hosted Managed Services (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 Managed Services 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 Managed Services; however, Customer will work with Adobe to install the applicable Support Upgrade within a reasonable period of time.

21.2 **Emergency Upgrades.** Notwithstanding anything to the contrary herein, Customer must accept all Emergency Upgrades.

PRODUCT SPECIFICATIONS

Adobe Connect – Managed Services

Adobe Connect Managed Services allows Customer to outsource its IT management of Adobe Connect to Adobe. Adobe Connect allows for online collaboration using a Web browser, Adobe Flash, and an internet connection. 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:

22. Adobe Connect Meeting

- 22.1 **License Metrics.** Adobe Connect Meeting may be licensed per-Named Host, or per-Concurrent User.
- 22.2 **Description.** Adobe Connect Meeting enables Meetings 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.

23. Adobe Connect Learning

- 23.1 **License Metrics.** Adobe Connect Learning is licensed per-Named Virtual Classroom Manager or per-Concurrent Learner.

23.2 **Description.** Adobe Connect Learning provides live-learner tracking, course and curriculum management capabilities. This includes the capability to track Managed Services User completion and course results using a dashboard or view reports for individual learners.

24. **Adobe Connect Webinars**

24.1 **License Metrics.** Adobe Connect Webinars is licensed per-Named Webinar Manager or per-Shared Webinar Room.

24.2 **Description.** Adobe Connect Webinar enables large Meetings, one session at a time per license, which Meeting Attendees can access via a web browser with the Adobe Flash Player. Adobe Connect Webinars includes event management capabilities such as registration, notifications, automatic email reminders and detailed reports on attendee demographics, registrations, attendance, and answers to both registration questions and in-session polls.

25. **Adobe Connect Webcast**

25.1 **License Metrics.** Adobe Connect Webcast is licensed per-event.

25.2 **Description.** 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.

26. **Runbook Table:**

Runbook Subject Matter	Description
System Configuration	<p>The Guidelines prohibits Customer and/or the Development Partner from applying patches to the Managed Services. If Customer and/or the Development Partner apply any patches to the Managed Services, however, Customer will describe such patches.</p> <p>Adobe will provide to Customer and/or the Development Partner information regarding the Managed Services, and Customer and/or Development Partner will 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 Managed Services.</p> <p>A list of all software installed by Customer or Development Partner in connection with the Managed Services. A description of the functionality of and bugs included in such software.</p> <p>A list of all Adobe LiveCycle ReaderExtensions credentials or PKI certificates applied to the Managed Services by Customer or Development Partner.</p> <p>Whether Customer would like Adobe to follow a backup schedule for Customer’s implementation of the Managed Services that is different from the backup schedule that Adobe generally follows.</p>
System Monitoring	<p>A list of any connections between the Managed Services and any other systems on which the Managed Services is dependent.</p> <p>A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the Managed Services.</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 load testing scenarios conducted by Customer or Development Partner.</p> <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.</p>
Post Production CAB	<p>Describe the changes to the Managed Services in the Production Phase made by Adobe and approved by the CAB as a result of change requests made by Customer and/or</p>

Runbook Subject Matter	Description
	Development Partner.
Events and Responses	<p>List all known weaknesses in the Customer Customizations to the Managed Services.</p> <p>Recommend actions to be taken by Adobe when providing support for the Managed Services.</p> <p>Include the following information, at a minimum:</p> <ul style="list-style-type: none"> • All log files created by Customer or Development Partner; • all information source or recipient repositories; • all data bases and other info storage occurring in the Managed Services; • any encryption models implemented in the Managed Services; • all communications with any upstream data sources, including forms; • any additional executables/WAR Files added to the Managed Services; • 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 whom Adobe should notify if the system goes down.</p> <p>Specify a Customer resource who has technical knowledge of the Managed Services and who can answer questions from Adobe.</p> <p>Specify any links between Customer’s IT gate keeper for the Managed Services and other Customer systems (e.g., LDAP, data repositories, etc.).</p> <p>Specify the Customer relationship manager for the Development Partner relationship.</p> <p>Specify the Development Partner contact whom 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 Managed Services.</p> <p>Describe this 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>

27. Definitions.

- 27.1 **“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 Managed Services in the Production Phase.
- 27.2 **“Concurrent User”** means an individual licensed on a concurrent basis that may attend or host a Meeting, and is a type of Managed Services User.
- 27.3 **“Concurrent Learner”** means an individual learner that Customer licenses on a concurrent basis that may access training curriculum or courses, and is a type of Managed Services User.
- 27.4 **“Customer Customizations”** means the customizations made to the Managed Services by Customer, the Development Partner, or both during the Pre-Production Phase. Customer Customizations do not constitute Indemnified Technology.
- 27.5 **“Customer Error Incident”** means any Managed Services unavailability resulting from Customer’s applications, Customer Content, or Customer’s equipment, or the acts or omissions of any User of the

Managed Services or any agent hired by Customer to implement or maintain the Managed Services including the Development Partner.

- 27.6 **“Development Partner”** means a third party systems integrator who has rights to access and customize the Managed Services during the Pre-Production Phase as a result of such party’s relationship with or connection to Customer.
- 27.7 **“Meeting”** means an Adobe Connect meeting, seminar/webinar, virtual classroom or webcast, as applicable.
- 27.8 **“Meeting Attendees”** means individuals who attend a Meeting enabled by the Managed Service, and is a type of Managed Services User.
- 27.9 **“Named Host”** means an individual that has the ability to host a Meeting with up to the number of seats purchased for Meeting Attendees and is a type of Managed Services User.
- 27.10 **“Named Virtual Classroom Manager”** means an individual that has the ability to host a Meeting in a Virtual Classroom, track user completion and course results for Meeting Attendees in Virtual Classrooms, and manage advanced registration, branded event pages, and email options. A Named Virtual Classroom Manager is a type of Managed Services.
- 27.11 **“Named Webinar Manager”** means an individual that has the ability to host a Meeting with Meeting Attendees up to the number of seats purchased, as well as manage advanced registration, branded event pages, email options, and reporting. A Named Webinar Manager is a type of Managed Services User.
- 27.12 **“Managed Service”** means, with respect to this PDM, the Adobe Connect – Managed Services.
- 27.13 **“Participant”** means a third party, including a Meeting Attendee, who interacts with the Managed Service as a result of such party’s relationship with (or connection to) Customer, and is a type of Managed Services User.
- 27.14 **“Planned Scheduled Maintenance”** means any maintenance performed on the Managed Services during Adobe’s standard maintenance windows, currently (as of the Effective Date) occurring between 8:00pm Pacific Time and 12:00am (midnight) Pacific Time each Friday or at such other time as identified in the applicable Runbook.
- 27.15 **“Pre-Production Phase”** means the period of time before the Production Phase in which Customer or Development Partner (A) may customize and test the components and features of the Managed Services for the purpose of evaluating potential configurations of the Managed Services; (B) may conduct quality testing of those configurations by performing bug elimination, simulations and integration with other Customer systems; and (C) if applicable, as noted in the relevant PDM, creates a Runbook and obtains Adobe’s written approval of such Runbook.
- 27.16 **“Runbook”** means a document written by Customer, the Development Partner, or both that provides Adobe with a list of the Customer Customizations and configurations Customer, the Development Partner, or both made to the Managed Services. If applicable, such list is intended to assist Adobe in running and supporting the Managed Services in the Production Phase.
- 27.17 **“Shared Webinar Room”** means a Meeting room with a size that is set based on the number of seats purchased under that Shared Webinar Room license.
- 27.18 **“Service Availability”** means the percentage obtained by dividing the number of minutes the Managed Services in the Production Phase is capable of receiving, processing, and responding to requests, during the applicable month by the number of total minutes in the applicable month, excluding in all cases Planned Scheduled Maintenance, Scheduled Maintenance, Customer Error Incidents, and any event described in the Force Majeure section of the General Terms.
- 27.19 **“Service Availability Objective”** means Service Availability of 99.9% as measured on a monthly basis.
- 27.20 **“Virtual Classroom”** means a Meeting room for up to the number of seats purchased for Meeting Attendees.
- 27.21 **“Webinar Admin”** means an individual employed or otherwise hired by Customer to administer a Shared Webinar Room license on behalf of Customer, and is a type of On-demand User. A Webinar Admin may also be referred to as a Seminar Admin.

27.22 **“Webinar Host”** means an individual employed or otherwise hired by Customer to host a Meeting for a Named Webinar Manager or a Shared Webinar Manager on behalf of Customer, and is a type of On-demand User. A Webinar Host may also be referred to as a Seminar Host. A Webinar Host is not authorized to administer any types of licenses, including but not limited to Named Webinar Manager Licenses or Shared Webinar Manager Licenses.