



**SERVICE LEVEL EXHIBIT –
Adobe Digital Publishing Services
(Effective 15 June 2015)**

1. SPECIFIC TERMS

1.1 **General.** This is an exhibit to the Services Level Agreement and terms that are not defined herein are defined in the Agreement.

1.2 **Covered Services.** Covered Services means the Adobe Digital Publishing Services On-demand Services.

1.3 **Service Availability Credits**

A. Availability of the Covered Services means when Adobe or its third-party monitoring services indicate that Customer is able to upload Customer Content, complete its DPS production work, publish the Customer Content, and distribute it to end users.

B. Minimum Uptime Percentage: 99.0%.

C. Service Credits

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 95.0% but < 99.0%	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
< 90.0%	25% of Monthly Fees

1.4 **Notification Processes**

A. Maintenance Notification Process for Section 2: Adobe will notify Customer of maintenance outages by sending a notice to the email address provided by Customer to Adobe for this purpose, via the DPS Portal, or at status.publish.adobe.com. To update Customer’s contact email address, Customer must contact its Adobe account manager. Requests take at least three business days to process.

B. Notification Process for Section 3.1: Customer must notify its Adobe account manager.

1.5 **Excluded Minutes**

- A. acts or omissions of Customer, its agents, employees, or contractors, or acts or modifications as directed or authorized by Customer, breach of the terms of the Agreement that apply to the Covered Service;
- B. Customer’s failure to adhere to Adobe’s documented recommendations, including hardware or software configuration necessary to meet minimum system requirements for the Covered Services;
- C. spikes in demand for system resources driven by Customer for which Customer and Adobe did previously not agree in writing to a process to allow Adobe to make accommodation for such increase in demand unless otherwise agreed to in a Sales Order or in the applicable SLA Exhibit;
- D. software, hardware, or third-party services not provided or controlled by Adobe, or events beyond Adobe’s reasonable control; and

- E. Problems due to operation under a disaster recovery plan (provided that Adobe has complied with its material obligations with respect thereto), or provision of Adobe Online Analytics and Adobe Visitor Acquisition after expiration of the Agreement.