



SERVICE LEVEL EXHIBIT

SERVICE LEVEL EXHIBIT – AEM Dynamic Media & Video and Personalized Media (Effective 5 October 2016)

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.**

- (A) **“Covered Services”** means the Adobe-provided Origin Delivery Services and Adobe-bundled Content Delivery Network (“CDN”) for Dynamic Media & Video and Personalized Media.
- (B) **“Origin Deliver Services”** means services managed by Adobe’s worldwide data centers, which are used to deliver content not cached by the CDN.

1.3 **Service Availability Credits.**

(A) Availability of the Covered Services – “Available / Availability” means when Adobe’s or its third-party monitoring services indicate that the Customer is able to access the Covered Services.

(B) Minimum Uptime Percentage: 99.95%

(C) Service Credits:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 95.0% but < 99.95%	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 (i) by sending a notice to the email address provided by Customer to Adobe for this purpose, or (ii) via status.publish.adobe.com (or other URL provided by Adobe). Scheduled maintenance email notifications will be sent to a single Customer email address. It is Customer’s sole responsibility to ensure the provided email address is current and fully functional. Customer’s email address for notification purposes must be communicated to Adobe in writing. To update Customer’s contact email address, Customer must contact its Adobe account manager. Update requests take at least three business days to process.

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