



**SERVICE LEVEL EXHIBIT – Adobe Target Standard, Adobe Target Premium, and Adobe Search & Promote
(Effective 9 March 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, as applicable:

1.3 **Adobe Target Standard and Adobe Target Premium – Uptime**

A. Available / Availability of the Covered Services means when Adobe’s or its third-party monitoring services indicate that the Customer has access to the online reporting interface for the Covered Services.

B. Minimum Uptime Percentage: 99.5%

C. Service Credits:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 95.0% but < 99.5	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	25% of Monthly Fees

1.4 **Adobe Target Standard and Adobe Target Premium – Internal Response Time**

D. Internal Response Time for Transactions Included does not exceed 500 milliseconds, as measured by Adobe.

E. Additional Definitions:

a. “Internal Response Time” means the time recorded from the moment upon which a message containing Transaction information has been received at the first component of the Service Delivery Path to the moment that the last component of the Service Delivery Path sends a responding message to the Customer, excluding Excluded Minutes.

b. “Internal Response Time Percentage” means (Transactions Included / Total Number of Completed Transactions) *100.

c. “Service Delivery Path” means the components of the Network that are required to deliver the Covered Service, including without limitation, the primary Adobe applications, the underlying Adobe operating system, the Network connectivity, any Adobe software and hardware required to support these Adobe components.

d. “Total Number of Completed Transactions” means Transactions that completed successfully without error in the applicable Calendar Month.

e. “Transactions Included” means the Total Number of Completed Transactions less Transactions Excluded.

- f. "Transactions Excluded" means the Transactions in the applicable Calendar Month whose Internal Response Time exceeded 500 milliseconds, as measured by Adobe.
- g. "Transactions Included" means the Total Number of Completed Transactions less Transactions Excluded.
- h. "Transaction" means the single message sent, as part of a standard Adobe Target server call request, to the Adobe's internal network facilitates (the "Network") that host the Covered Services in connection with Customer's use of the Covered Service and the return message from the Network in response. API calls do not constitute a transaction covered by this Exhibit.

F. Minimum Internal Response Time Percentage: 99.5%

G. Service Credits:

<u>Internal Response Time Percentage:</u>	<u>Service Credit %:</u>
≥ 95.0% but < 99.5	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	25% of Monthly Fees

1.5 **Search and Promote**

A. Availability of the Covered Services for Search and Promote means the ability for Adobe servers to receive requests, serve content pursuant to such requests, and the ability for Customer to access the Adobe online interface for Search and Promote.

B. Minimum Uptime Percentage: 99.5%.

C. Service Credits

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 95.0% but < 99.5	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	25% of Monthly Fees

1.6 **Notification Processes.** In the event that Customer experiences a problem(s) with respect to the Covered Service(s), Customer may utilize the customer support portal or notify the Adobe Client Care team via email at clientcare@adobe.com, via telephone at 1-800-497-0335, or via the web portal at <https://customers.omniture.com/login.php>. Such notification of the problem must include a clearly written description of the problem(s) and any steps that Customer can reasonably identify that would allow Adobe to replicate the problem(s). The problem shall be promptly logged upon Adobe's receipt of clear notification of the problem.