



Adobe PDM – AEM Cloud Hosted (2013v2)

1. **Additional Terms for Adobe Experience Manager (“AEM”) Cloud Hosted.** AEM Cloud Hosted offerings are licensed to Customer under the terms of the Exhibit for OnDemand Services.

1.1 Definitions

- (a) **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 Service in the Production Phase.
- (b) **Cluster:** means a group or system of multiple Instances with the same function that are configured to stay synchronized with each other without intervention from another Instance outside of this group (e.g. if two grouped publisher Instances are kept in sync by a third author Instance outside of the group then this configuration is not a Cluster; however, if two grouped publisher Instances are kept in sync by passing information between themselves, or by sharing a common repository, then they are a Cluster).
- (c) **Clustering Functionality:** means the enablement of the OnPremise Software to work as a Cluster.
- (d) **Customer Customizations:** means the customizations made to the Managed Service by Customer and/or the Development Partner during the Development Phase and Staging Phase.
- (e) **Customer Error Incident:** means any AEM Cloud Hosted services unavailability resulting from Customer’s applications, Customer Content, or Customer’s equipment, or the acts or omissions of any user of the AEM Cloud Hosted services or any agent hired by Customer to implement or maintain the AEM Cloud Hosted services including the Development Partner.
- (f) **Customer’s Technical Support Contacts:** means the three (3) named Customer technical support contacts listed as “Customer Administrator” and “Development Partner”.
- (g) **Development Partner:** means the Adobe professional services team or a third party systems integrator, who has rights to access and customize the Managed Service as a result of such party’s relationship with Customer.
- (h) **Guidelines:** mean the “Guidelines for Customizing AEM Cloud Hosted Environments,” which shall be provided by Adobe to Customer at the beginning of the Development Phase and to which Adobe may make changes from time to time.
- (i) **Instance:** means one (1) copy of the AEM Cloud Hosted services running on the hardware infrastructure managed by Adobe.. Each Instance can be designated as either ‘author’ or ‘publisher’, but each shall be counted separately as one (1) Instance.
- (j) **Planned Scheduled Maintenance:** means any maintenance performed on the AEM Cloud Hosted 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.
- (k) **Runbook:** means a document written by Customer and/or the Development Partner that provides Adobe with a list of the Customer Customizations and configurations Customer and/or the Development Partner made to the Managed Service, as further described in the section herein entitled “Runbook”, which shall assist Adobe in running and supporting the Managed Service in the Production Phase
- (l) **Scheduled Maintenance Window:** means any maintenance on the AEM Cloud Hosted services performed by Adobe, where Adobe provides Customer with at least forty-eight (48) hours advance notice of such maintenance.
- (m) **Service Availability:** means the percentage obtained by dividing the number of minutes the AEM Cloud Hosted 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 Force Majeure Events.

- (n) **Service Availability Objective:** means Service Availability of 99.9% as measured on a monthly basis.
- (o) **User:** means employee(s) or contractors (e.g. independent contractors and consultants) of Customer that are authorized to have login access, either directly or programmatically such as through use of an API, to the OnPremise Software or OnDemand Software for any purpose, including, but not limited to, administration or authoring of the Instance(s), administration of Adobe hosted or online accounts, or maintenance of Customer Content stored within the OnPremise Software or AEM Cloud Hosted services.

1.2 **Terms Governing Use of SDKs.** Should Customer download, use or otherwise receive from Adobe, or its subsidiaries, a SDK, developer package, or other software tool intended for Customer development of additional AEM software and/or functionality (the “SDK Software”); Customer agrees that use of the SDK Software will be governed by the licensing terms available as a read me file included with the SDK. If no read me file, or other licensing terms, are included with the SDK, then the SDK Software will be governed by the applicable terms available at <http://www.adobe.com/products/eulas/>. The terms will be identified by the AEM SDK listed.

2. **AEM Product and Services Descriptions.** Descriptions of the AEM Products and Services licensed by Customer in the Sales Order (as well as other AEM Products and Services not licensed thereunder) are included in this Section below:

2.1 **AEM Web Content Management (“AEM WCM”).**

(a) **AEM WCM Editions.**

- (i) **AEM WCM Basic Edition (licensed per base package).** An AEM WCM Basic Edition includes two (2) Instances; each additional Instance must be purchased separately and identified in the applicable Sales Order. A license for each AEM User of AEM WCM Basic Edition, its components, add-ons, or additional Instances licensed, must be licensed separately and identified in the applicable Sales Order. The AEM WCM Basic Edition consists of the following components and functionality; use of these components is licensed to Customer for use on every Instance included with AEM WCM Basic Edition and each additional AEM WCM Basic Instance(s) licensed, if any:
 - (A) AEM Web Content Management (“AEM WCM”). AEM WCM is a platform for delivering digital cross-channel customer experiences and provides an authoring environment with support for in-place editing, drag-and-drop page composition from a library of web components, and controls for Search Engine Optimization, scheduled delivery, and landing page optimization.
 - (B) Adobe Marketing Cloud Integrations. AEM WCM includes functionality for integration with other Adobe Marketing Cloud solutions, this functionality includes only the integration code and Customer must separately license for each of the additional Adobe Marketing Cloud solutions that are integrated.
 - (C) Advanced Content Management. Advanced Content Management includes forms capabilities, Offline Editor, and WebDAV access.
 - (D) Media Library. Media Library provides a limited tool for the production and distribution of digital assets. Media Library includes access to the content repository, WebDAV support which allows AEM Users to display and edit the repository content, and basic metadata management.
 - (E) CRX. CRX is a commercially packaged version of the Apache Jackrabbit and Sling open source projects and is a powerful web application development solution. CRX is built on highly scalable content repository architecture.
 - (F) Common Internet File System (CIFS) Support. The SMB/CIFS Adapter exposes the CRX repository via SMB/CIFS.
 - (G) LDAP with Single Sign On (SSO). AEM WCM Basic Edition can interact with a LDAP server that stores Customer’s user information centrally, eliminating the need for duplication. This central server is then used to verify login information that can be used to realize SSO, both with other in-house applications and external portals.

- (ii) **AEM WCM Standard Edition (licensed per base package).** An AEM WCM Standard Edition includes two (2) Instances; each additional Instance must be purchased separately and identified in the applicable Sales Order. A license for each AEM User of AEM WCM Standard Edition, its components, add-ons, or additional instances, must be licensed separately and identified in the applicable Sales Order. The AEM WCM Standard Edition consists of the following components and functionality; use of these components is licensed to Customer for use on every Instance included with AEM WCM Standard Edition, and on each additional AEM WCM Standard Instance add-on(s) licensed, if any:

- (A) AEM WCM Basic Edition. All components of the AEM WCM Basic Edition described above in Section 2.1.1.1.

- (B) AEM Digital Asset Management (“AEM DAM”) Basic Functionality. AEM WCM Standard Edition includes the following limited AEM DAM basic functionality: content repository access, Creative Suite integration, WebDAV support allowing AEM Users to display and edit the repository content, basic reporting, AEM DAM administration UI access, AEM DAM search functionality, query builder API, basic rights management features, Adobe Creative Cloud and Adobe Marketing Cloud integrations, tag management functionality, basic metadata management, digital asset versioning, and time based assets support and transcoding.

The limited AEM DAM functionality described above is included with the AEM WCM Standard Edition and granted to Customer only for use on the Instances included the AEM WCM Standard Edition or on any additional Instances purchased as add-ons to this base package. A fully functional version of AEM DAM Standard Edition can be licensed separately as an upgrade to this limited functionality for use with this AEM WCM Standard Edition and its related additional Instances or as a stand-alone product, separate from the AEM WCM Standard Edition.

- (C) AEM as a Portal. The AEM Portal Container lets Users run JSR 286-compliant portlets in AEM.

- (D) AEM Portal Director. The AEM Portal Director provides a content portlet that lets Users display content from the publish Instance, preview content from the author Instance, and provides a link within the content to open the corresponding page in a new browser window.

(b) **AEM WCM Add-ons.**

- (i) **AEM Active Clustering for AEM WCM (licensed per Cluster).** The license of Active Clustering for AEM WCM enables Cluster Functionality for AEM WCM licenses.
- (ii) **AEM Marketing Campaign Management (“AEM MCM”) (licensed per Instance).** AEM MCM enables Users to plan, design, launch, and optimize marketing campaigns across multiple digital channels, including mobile and social communities.
- (iii) **AEM Mobile (licensed per Instance).** AEM Mobile leverages the AEM WCM platform and interface to deliver web content across a range of mobile devices and applications.
- (iv) **AEM Multisite Manager (“AEM MSM”) (licensed per Instance).** AEM MSM lets Users define relations between sites and also lets Users define to what degree re-use or control is exerted on the different sites. The MSM, once set up, does this automatically.
- (v) **AEM Social Communities (licensed per Instance).** AEM Social Communities is a solution that enables marketers to create immersive social experiences as part of their website to build brand loyalty and generate demand.
- (vi) **AEM eCommerce (licensed per Instance).** AEM eCommerce provides basic commerce components including product pages, shopping cart and a standard set of APIs to integrate with eCommerce systems.
- (vii) **Content Repository Connectors (licensed per Connector).** Each Content Repository Connector is licensed to Customer for use with one (1) AEM WCM edition (Basic or Standard) and each related additional AEM WCM Instance(s) licensed.
- (viii) **Media Publisher (licensed per Instance).** AEM Media Publisher includes capabilities for easy article authoring for publications and integration with Adobe Digital Publishing Suite. Media Publisher may only be added to AEM WCM Standard Edition Instances.

- (ix) **Additional AEM WCM Instances (licensed per Instance).** The license of additional AEM WCM Basic or Standard Instances requires the license of the related AEM WCM edition. If Customer is purchasing a AEM Cloud Hosted package then additional AEM Cloud Hosted Instances are only intended to supplement Customer's implementation of an AEM Cloud Hosted version of the AEM Products and Services. The additional AEM Cloud Hosted Instance(s) can be used for either production or non-production purposes.

2.2 **AEM Digital Asset Management ("AEM DAM").**

- (a) **AEM DAM Standard Edition (licensed per base package).** AEM DAM Standard Edition is for the planning, production, and distribution of digital assets for marketing campaigns and marketing initiatives. AEM DAM Standard Edition is licensed as a standalone product or as an upgrade to the AEM WCM Standard Edition. An AEM DAM Standard Edition includes one (1) Instance; each additional Instance must be purchased separately and identified in the applicable Sales Order. When AEM DAM Standard Edition is licensed separately as a standalone product, a license for each User of AEM DAM Standard Edition, its components, add-ons, or additional Instances, must also be licensed separately. AEM DAM Standard Edition consists of the following components and functionality; use of these components is licensed to Customer for use on the Instance included with AEM DAM Standard Edition and each additional AEM DAM Instance(s) licensed:

- (i) Advanced AEM DAM Functionality. All of the basic functionality of AEM DAM described in the AEM WCM Standard Edition base package above is included, plus the following additional or enhanced functionality: asset edit features, advanced rights management, integrations including InDesign, Sharepoint, and generic systems integrations, advanced metadata management, media portal and asset share access, review and approval workflows, and the ability to add-on AEM Dynamic Media, Personalized Media, and Video capabilities (at additional cost).
- (ii) CRX. CRX is a commercially packaged version of the Apache Jackrabbit and Sling open source projects and is a powerful web application development solution. CRX is built on a modern architecture and is a highly scalable content repository.
- (iii) CIFS Support. The SMB/CIFS Adapter exposes the CRX repository via SMB/CIFS.
- (iv) LDAP with Single Sign On (SSO). AEM DAM Standard Edition can interact with a LDAP server that stores Customer user information centrally, eliminating the need for duplication. This central server is then used to verify login information that can be used to realize SSO, both with other in-house applications and external Portals.

(b) **AEM DAM Add-ons.**

- (i) **Active Clustering for AEM DAM (licensed per Cluster).** The license of Active Clustering for AEM DAM enables Cluster Functionality for AEM DAM licenses.
- (ii) **Additional AEM DAM Instances (licensed per Instance).** The license of additional AEM DAM Instances requires the license of AEM DAM Stand-alone.
- (iii) **AEM Media Products and Services.** AEM Dynamic Media, AEM Personalized Media, and AEM Video are OnDemand add-ons that enable a cross media platform for managing, enhancing and delivering dynamic, rich content to web, print, email, and mobile channels. All AEM Media Products and Services require that Customer have an active license enabled for AEM DAM Standard. The use of any AEM Media Products and Services is subject to the PDM for AEM Media.

- 2.3 **AEM Users (licensed per User).** AEM Users are licensed on a named user basis, meaning that a User license is granted to a single User who is authorized to access or use the AEM Products or Services licensed herein. User license(s) may not be used concurrently (i.e. the same login ID may not be used by more than one User or computer at a discrete moment in time) or by multiple Users.

- 2.4 **AEM Feature Pack.** An AEM Feature Pack is a product feature requested by a customer and built by Adobe for delivery outside of the normal product release cycle and which is not a hotfix or patch. The AEM Feature Pack may or may not be included or supported in future releases. Fees for the requested AEM Feature Pack shall be detailed in the Sales Order and a Professional Services Description shall be attached to the Sales Order describing the AEM Feature Pack and any additional rights and limitations associated with its use.

2.5 **AEM Integrations with Adobe LiveCycle Add-ons – AEM Document Services and Document Security, Powered by LiveCycle.**

(a) **Additional Definitions for AEM Integrations with Adobe LiveCycle Add-ons.**

- (i) **CPU:** means central processing units on Computers used to operate the Adobe LiveCycle OnPremise Software provided that: (i) all CPUs on a Computer on which the Adobe LiveCycle OnPremise Software is installed are deemed to operate the Adobe LiveCycle OnPremise Software unless Customer configures that Computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Adobe LiveCycle OnPremise Software is less than the total number on that Computer; and (ii) when a CPU contains more than one processing core, each group of two (2) processing cores, and any remaining unpaired processing core, will be deemed one (1) CPU unless it conforms to the guidelines described in the applicable Multicore Policy at <http://www.adobe.com/go/multicorepolicy>, or in a separate writing signed by both parties.
- (ii) **Deploy:** means to deliver or otherwise make available, directly or indirectly, by any means, a Document to one or more persons or entities including Recipients. A Document that has been Deployed will be deemed to remain Deployed until it is no longer available for distribution.
- (iii) **Document:** means an electronic or printed file that is processed or generated by Adobe LiveCycle, including Documents that contain data fields where data may be entered and saved.
- (iv) **Adobe LiveCycle Base Components:** means the Foundation Components, the Adobe LiveCycle SDK Components and the Flex SDK Components, each of which are described in the PDM for Adobe LiveCycle ES 4.0 and incorporated herein by reference. Customer may use Adobe LiveCycle Base Components in the manner, and to the extent, described in the PDM for Adobe LiveCycle ES 4.0.
- (v) **Reader Features:** means (i) certain technology embedded into PDF files by Adobe LiveCycle that enables features in Adobe Reader software that would not otherwise be available (e.g., the ability to save documents locally or add annotations); and (ii) metadata (stored on a Computer and/or embedded in an electronic file of a supported file format) that contains or refers to access and usage rights designed to be enforced by Adobe LiveCycle Rights Management directly or through supported software applications.
- (vi) **Recipient:** means, unless otherwise defined herein, a person to whom Customer directly or indirectly Deploys Documents. Each person that receives a Deployed Document shall be deemed a unique Recipient with respect to a particular software application unless the identity of that Recipient is known to Customer prior to Deployment and Customer has Deployed Documents to that Recipient before.

(b) **Additional Adobe LiveCycle features and components.** Reader Features, LiveCycle Forms, LiveCycle Forms Pro, LiveCycle Reader Extensions, LiveCycle PDF Generator and LiveCycle Rights Management are described in the PDM for Adobe LiveCycle ES 4.0 and such descriptions are incorporated herein by reference. Customer may use each of these components in the manner, and to the extent, described in the PDM for Adobe LiveCycle ES 4.0.

(c) **Restriction on Use in Japan.** AEM Integrations with Adobe LiveCycle add-ons are not available for purchase or use in Japan.

(d) **Integration Product Descriptions:**

- (i) **AEM document services, powered by LiveCycle (licensed per CPU).** AEM document services, powered by LiveCycle enables Customer to render, prefill and extract data from forms, generate PDF documents from a variety of sources, enable capabilities in the free Reader, and manage forms. The extent of these capabilities is described in the product documentation. AEM document services, powered by LiveCycle shall include LiveCycle Base Components, LiveCycle Forms Pro, LiveCycle Reader Extensions, and LiveCycle PDF Generator modules. The use of LiveCycle Reader Extensions software is limited to the following use: a) enable up to 20 PDF Documents rendered from any source; b) enable unlimited PDF Documents only when that Document has been rendered by LiveCycle Forms Pro software immediately prior to its use by an individual Recipient; and c) enable unlimited PDF Documents only when that Document has been rendered by LiveCycle PDF Generator software.
- (ii) **AEM document security, powered by LiveCycle (licensed per Recipient).** AEM document security,

powered by LiveCycle enables Customer to place certain controls on documents, such as who may open or print a document. The extent of these capabilities is described in the product documentation. AEM document security, powered by LiveCycle shall include LiveCycle Base Components and LiveCycle Rights Management and is licensed on a per-Recipient basis as provided in the Sales Order. Customer is not permitted to disable or interfere with electronic notices or dialogue boxes concerning privacy or tracking that appear in the software used for viewing electronic files that have been processed by AEM document security, powered by LiveCycle except as explicitly permitted in this Agreement or the Documentation.

3. Use of AEM Cloud Hosted Managed Services.

3.1 **Access AEM Hosted Versions during License Term.** All Managed Services versions of the AEM product and services include updates and upgrades that are released to the general Adobe customer base during the License Term. Customer may not attempt to interact with the operating system underlying the Managed Service.

3.2 **Development Partners.** Customer may appoint Development Partners. Notwithstanding anything to the contrary in the Adobe General Terms, Customer may provide Development Partners specific User login IDs or passwords for the sole purpose of enabling such Development Partner to assist Customer in exercising its rights under this Agreement, subject to following limitations and restrictions:

- (a) Access to the Managed Services by the Development Partner shall be solely for the internal business purposes of Customer and related to use of the Managed Services in support of the Customer Site(s).
- (b) Customer will enter into a confidentiality agreement with the Development Partners at least as protective as the confidentiality terms in this Agreement.
- (c) If, during the term of the 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, or any other Confidential Information of Adobe.
- (d) Customer is responsible for ensuring the Development Partners compliance with the terms of the Agreement, as applicable, and shall remain liable for any acts or omissions of the same in breach or violation of the Agreement, including indemnifying Adobe for any and all third party claims arising from such acts or omissions of Development Partner without limitation.
- (e) Adobe may deny access to any Development Partner it deems is adversely impacting the Managed Service to Customer or other users of the Managed Service.

3.3 Data Storage and I/O Limitations

(a) **Production Phase Instances.** Customer is limited to the total aggregate capacity across all Production Phase Instances of AEM Cloud Hosted for each of the items:

- (i) **Storage:** Customer is limited to a total combined storage at any one time, for all active data, of two hundred and fifty (250) gigabytes per Instance. In the event the Customer exceeds the aggregate limit, Customer shall be billed for any overage at the then-current Adobe list price.
- (ii) **Backup:** Customer is limited to a total combined backup space of one (1) terabyte per Production Phase Instance. In the event the Customer exceeds the aggregate limit, Customer shall be billed for any overage at the then-current Adobe list price.

(b) **Non-Production Instances.** Customer is limited to the total aggregate capacity across all non-Production Phase Instances of AEM Cloud Hosted for each of the items:

- (i) **Storage:** Customer is limited to a total combined storage at any one time, for all active data, of fifty (50) gigabytes per Instance. In the event the Customer exceeds the aggregate limit, Customer shall be billed for any overage at the then-current Adobe list price.
- (ii) **Backup:** Customer shall receive no backup space for non-Production Instances. In the event the Customer exceeds the aggregate limit, Customer shall be billed for any overage at the then-current Adobe list price.

3.4 **Use Phases.** Customer may use the Managed Service in the following phases, which are listed as follows in

chronological order: Development Phase, Staging Phase, Transition Phase, and Production Phase. These phases may occur in succession as many times as necessary throughout the term of the Agreement.

- (a) **Development Phase.** The period of time during which Customer may customize and test the components and features of the Managed Service for the purpose of evaluating potential configurations of the Managed Service, per the guidelines set forth in the Guidelines. The Development Phase begins on or after the Start Date identified in the Sales Order.
 - (b) **Staging Phase.** The period of time during which a Customer may conduct quality testing of the Managed Service configuration created by Customer during the Development Phase. Testing conducted during the Staging Phase may include bug elimination, simulations, and integration with other Customer systems, and any customizations made to the Managed Service during the Staging Phase shall comply with the Guidelines.
 - (c) **Transition Phase.** The period of time before the Production Phase in which Customer creates the Runbook and obtains Adobe's written approval of such Runbook. Prior to Customer utilizing the Managed Service for the Production Phase, Customer shall: (a) create a Runbook and provide such Runbook to Adobe for review; and (b) obtain Adobe's written approval of such Runbook. Customer shall be responsible for the completeness and accuracy of the Runbook, including the listing of all Customer Customizations in such Runbook. Adobe shall not be responsible for (a) any defect or failure in the Managed Service caused by the Customer Customizations; (b) any failure of the Managed Service or inability of Adobe to provide support for the Managed Service caused or related to (i) Customer's failure to accurately list all Customer Customizations or configurations in the Runbook as required under this section regarding the Transition Phase, or (ii) any errors or omissions in the Runbook; or (c) any claims by any third party arising out of any Customer Customization, and Customer shall defend and indemnify Adobe against any such claims. 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 Term. Further, once the Managed Service is in the Production Phase, Adobe shall be responsible for providing support solely to Customer's Technical Support Contacts pursuant to the terms of the section regarding Support in this PDM.
 - (d) **Production Phase.** The period of time during which a Customer uses the Managed Service for its regular and customary business operations. Customer may not make customizations to the Managed Service during the Production Phase. If Customer desires to make any customizations to the Managed Service once the Managed Service is in the Production Phase, Customer shall: (a) request that Adobe launch a cloned staging server; (b) implement such customizations; and (c) request that such customizations be reviewed and approved by the CAB. Customer shall then revert back to the Staging Phase (and eventually move on to the Transition Phase and Production Phase) in connection with such customizations on such cloned server. Adobe will continue to simultaneously run the Managed Service in the Production Phase while such customizations are in the Staging Phase and Transition Phase.
- 3.5 **Content Transition or Deletion.** Notwithstanding anything set forth to the contrary herein, upon Customer's request, Adobe will use commercially reasonable efforts to assist Customer in transitioning all Customer Content and personal information off of the Managed Service. Such transition must: (a) be completed before the effective date of termination of this Agreement; and (b) not exceed any Customer Content transition limits imposed by Adobe. Adobe reserves the right to delete any data files associated with Customer Content, personal information, or Customer's use of the Managed Service upon termination of the Managed Service or termination of this Agreement.
- 3.6 **Other Adobe Online Services Provided by Adobe.** The AEM Cloud Hosted Services may facilitate Customer's access to content and various services that are hosted on websites maintained by Adobe or its affiliates ("Adobe Online Services"). Examples of such Adobe Online Services might include, but are not limited to: AEM Package Share, Adobe Marketing Cloud, Acrobat.com, Search for Help, and product Welcome Screens. In some cases an Adobe Online Service might appear as a feature or extension within the Managed Service even though it is hosted on a website. Access to an Adobe Online Service may require Customer to activate the Adobe Online Services, obtain an Adobe ID, consent to Additional Terms of Use, or may require a separate fee in order to access such Adobe Online Services. Adobe Online Services might not be available in all languages or to residents of all countries and Adobe may, at any time and for any reason, modify or discontinue the availability of any Adobe Online Service. Adobe also reserves the right to begin charging a fee for access to or use of an Adobe

Online Service that was previously offered at no charge.

- 3.7 **Runbook.** Customer’s Runbook shall, at a minimum, include the subject matters listed below in the format provided by Adobe. Customer shall 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 Term, change or modify the subject matters required to be included in the Runbook, and Customer shall promptly update its Runbook to include such new subject matters. Customer and/or its Development Partner shall immediately update the Runbook upon any Adobe request.

Runbook Subject Matter	Description
System Configuration	<p>The Guidelines prohibits Customer and/or the Development Partner from applying patches to the Managed Service. If Customer and/or the Development Partner apply any patches to the Managed Service, however, Customer shall describe such patches.</p> <p>Adobe will provide to Customer and/or the Development Partner information regarding the Managed Service, and Customer and/or Development Partner shall 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 Service.</p> <p>A list of all software installed by Customer or Development Partner in connection with the Managed Service. A description of the functionality of such software.</p> <p>Whether Customer would like Adobe to follow a backup schedule for Customer’s implementation of the Managed Service that is different from the backup schedule that Adobe generally follows.</p>
System Monitoring	<p>A list of any connections between the Managed Service and any other systems on which the Managed Service is dependent.</p> <p>A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the Managed Service.</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>Describes the User Acceptance Testing scenarios conducted by the Customer or Development Partner.</p> <p>Describe the positive and negative outcomes of such testing that should be expected by Adobe in order to allow it to repeat such tests in order to assure the successful function of the system.</p>
Post Production CAB	<p>Describes the changes to the Managed Service in the Production Phase made by Adobe and approved by the CAB as a result of change requests made by Customer and/or Development Partner.</p>

Runbook Subject Matter	Description
Events and Responses	<p>List all known weaknesses in the Customer Customizations to the Managed Service.</p> <p>Recommend actions to be taken by Adobe response team(s) when providing support for the Managed Service in association with Customer Customizations.</p> <p>Include the following information, at a minimum:</p> <ul style="list-style-type: none"> • all logging processes and file locations for any log files created by the Development Partner or Customer; • all information source or recipient repositories; • all databases and other info storage occurring in the Managed Service; • any encryption models implemented in the Managed Service; • all communications with other (outside) data sources; • any additional executables added to the Managed Service; • 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 who Adobe should notify if the system goes down.</p> <p>Specify a Customer (or Development Partner) resource who has technical knowledge of the customizations of the Managed Service and who can answer questions from Adobe.</p> <p>Specify a point of contact on the Customer side for any links between Customer’s IT systems and the Managed Service (e.g. SSO, etc.).</p> <p>Specify the Customer relationship manager for the Development Partner relationship.</p> <p>Specify the Development Partner contact who 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 Service.</p> <p>Describe the 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>

4. Upgrades.

- 4.1 **Types of Upgrades.** From time to time during the License Term, Adobe may implement upgrades to the AEM Cloud Hosted services. Such upgrades may include a Customer-specific upgrade, emergency upgrade necessary for the security of the AEM Cloud Hosted 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 AEM Cloud Hosted services for purposes including but not limited to, error correction), or a major upgrade (i.e., a new version of the AEM Cloud Hosted services).
- 4.2 **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 shall 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.

- 4.3 **Upgrade Timing.** Emergency Upgrades will be implemented by Adobe as needed. All other upgrades will be implemented by Adobe throughout the Term upon prior written notice to Customer as specified in the Runbook. Adobe shall 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 AEM Cloud Hosted services available to Customer for testing. In the event that the Customer notifies Adobe that the tests on the Staging Phase system have failed, Adobe and the Customer shall work together to determine the schedule for resolving the issues detected. In the event that the Customer notifies Adobe that the tests on the Staging Phase system have passed, Adobe shall work with the Customer to determine a mutually agreed upon Maintenance Window or other time period to implement the upgrade.
 - 4.4 **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 AEM Cloud Hosted services within at least one major upgrade of the then-current, generally commercially available version of the AEM Cloud Hosted 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 AEM Cloud Hosted 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 AEM Cloud Hosted services; however, Customer shall work with Adobe to install the applicable Support Upgrade within a reasonable period of time.
 - 4.5 **Emergency Upgrades.** Notwithstanding anything to the contrary herein, Customer must accept all Emergency Upgrades.
5. **AEM Cloud Hosted - Service Level Agreement.** 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 AEM Cloud Hosted services in order to upgrade hardware or software that operates or supports the AEM Cloud Hosted services, implement security measures, or address any other issues it deems appropriate for the continued operation of the AEM Cloud Hosted services.
 - 5.1 **Remedy for Failure to Achieve Service Availability Objective.** 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 AEM Cloud Hosted services unavailability exceeds one (1) continuous hour, Customer is entitled to receive a one (1) day AEM Cloud Hosted services credit, subject to the Agreement. For purposes of calculating the Service Availability Objective, Adobe will only consider the AEM Cloud Hosted services unavailable if Customer opened a trouble ticket relating to the AEM Cloud Hosted services unavailability with the Adobe customer support department within three (3) business days of the AEM Cloud Hosted services unavailability. 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 AEM Cloud Hosted 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 shall prevail. Any AEM Cloud Hosted services credit due hereunder will be applied to Customer's account at the conclusion of the then current License Term. The AEM Cloud Hosted services credit offered in this section regarding remedies for failure to achieve the Service Availability Objective shall be Customer's sole and exclusive remedy for any failure of the AEM Cloud Hosted services or any failure of Adobe to meet the Service Availability Objective. Any unused AEM Cloud Hosted services credits shall expire upon termination of this Agreement.

5.2 Support Services

- (a) **Technical Support Contacts.** Adobe will provide Customer technical support to a maximum of three (3) named Customer technical support contacts (“Customer’s Technical Support Contacts”) only, which such contacts are listed on the Sales Order as the Customer Administrator and Development Partner.
- (b) **Adobe Response Services.** “Adobe Response Services” means the services described in this section entitled “Adobe Response to AEM Cloud Hosted services.” Adobe will provide prioritized, toll-free support services for the AEM Cloud Hosted services to be accessed by Customer’s Technical Support Contacts 24 hours a day, 7 days a week, 365 days a year (each such report a “AEM Cloud Hosted services Request”) according to the following chart and related definitions:
- (c) **Response Times.** The Customer identifies the priority level. Accurately prioritizing the technical issue is critical to success. The following guidelines will assist in determining the appropriate priority level. When a request is submitted as a Priority 1 – Priority 3 issue, a Customer Technical Support Contact must be available to work with the Adobe Technical Support team while we resolve Customer’s issue.
- (i) **Priority 1: CRITICAL – 1 hour.** The problem results in extremely serious interruptions to the AEM Cloud Hosted services (i) in the Production Phase, or (ii) in connection with user acceptance testing or training while the AEM Cloud Hosted services is in the Staging Phase (collectively, “Priority 1 Phase”). It has affected, or could affect, the entire user community. Tasks that should be executed immediately cannot be executed because of a complete crash of the AEM Cloud Hosted services or interruptions in main functions of the AEM Cloud Hosted services in the Priority 1 Phase. Data integrity is compromised and the service request requires immediate processing as the issue can result in financial losses. The Customer shall call Adobe Customer Support for all critical Priority 1 issues.
- (ii) **Priority 2: URGENT - 2 hours.** The problem results in serious interruptions to the AEM Cloud Hosted services in the Production Phase, will negatively impact the AEM Cloud Hosted services in the Production Phase, urgent deadlines are at risk. While the AEM Cloud Hosted services is in the Production Phase, important tasks cannot be performed, but the error does not impair essential operations. Processing can still continue in a restricted manner, and data integrity may be at risk. The service request requires timely processing, because the malfunction could cause serious interruptions to critical processes or negatively impact business. While the AEM Cloud Hosted services is in a Staging Phase, the problem hinders deployment of an enterprise installation.
- (iii) **Priority 3: IMPORTANT – 4 hours.** The problem causes interruptions to the AEM Cloud Hosted services in either the Production Phase or the Staging Phase. It does not prevent operation of the AEM Cloud Hosted services in either the Production Phase or the Staging Phase, but there could be minor degradation in performance. The error is attributed to malfunctioning or incorrect behavior of the AEM Cloud Hosted services in the Production Phase.
- (iv) **Priority 4: MINOR – 1 business day.** The problem results in minimal or no interruptions to normal operations (no business impact). The issue consists of "how to" questions including issues related to APIs and integration, installation and configuration inquiries, enhancement requests, or documentation questions.
- (d) **Response Procedure.** Adobe shall undertake reasonable efforts to: (i) acknowledge receipt of an AEM Cloud Hosted services Request from Customer Technical Support Contact within the Response Time. This will generally be via the same medium of communication by which the AEM Cloud Hosted services Request was reported and will: (i) provide a short status report to Customer within a reasonable time; and (ii) resolve the AEM Cloud Hosted services 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 AEM Cloud Hosted 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. Processing time for Adobe starts from the date and time when Adobe acknowledges receipt of a AEM Cloud Hosted services Request. If the AEM Cloud Hosted services Request cannot be solved within a commercially reasonable timeframe, the AEM Cloud Hosted services Request may be escalated within the Adobe organization.

- (e) **Resolutions.** Adobe will provide resolutions as required to correct AEM Cloud Hosted services malfunctions in order to bring the Adobe provided portion of the AEM Cloud Hosted services into substantial conformity with applicable documentation. If Customer encounters a problem in the usage of the AEM Cloud Hosted services, Customer will provide Adobe with sufficient access and 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 AEM Cloud Hosted services that causes it to not operate in substantial conformity with applicable documentation, Adobe will use commercially reasonable efforts to provide a fix release to Customer. In addition, Adobe may, at its sole discretion and from time to time, implement fix releases.
- (f) **Online Support.** Customer shall have unlimited secure access to Adobe's on-line support facility on Adobe's web site at "www.adobe.com."
- (g) **eSupport.** Customer shall 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 AEM Cloud Hosted services from an external computer controlled by Adobe, including any and all of Customer's systems on which the AEM Cloud Hosted services depends, for the sole purpose of providing Support AEM Cloud Hosted services to Customer.
- (h) **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 shall 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 shall provide Customer with sixty (60) days prior written notice of any material changes to the Adobe Response Services contemplated herein.
- (i) **Customer Success Manager.** During the Development Phase, Staging Phase, and Transition Phase, Adobe shall 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.

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