



SERVICE LEVEL AGREEMENT

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(effective 5 December 2016)

This Service Level Agreement (“SLA”) is governed by the terms of the General Terms, the applicable PSLT, and the applicable Sales Order.

1. Definitions.

Capitalized terms not defined herein will have the same meaning as defined in the Agreement.

- 1.1 “**Calendar Month**” means the calendar month to which this SLA applies and for which Uptime Percentage is being calculated.
- 1.2 “**Available / Availability**” of Covered Services has the definition given in the applicable Service Level Exhibit.
- 1.3 “**Covered Services**” has the definition given in the applicable Service Level Exhibit.
- 1.4 “**Downtime**” means the minutes during the Calendar Month when the Covered Services are not Available to the Customer, except any Excluded Minutes.
- 1.5 “**Excluded Minutes**” means the minutes that the Covered Services are not Available caused by one or more of the following:
 - (A) acts or omissions of Customer, its agents, employees, or contractors, or acts or modifications as directed or authorized by Customer, or 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; or
 - (D) software, hardware, or third-party services not provided or controlled by Adobe, or events beyond Adobe’s reasonable control, including but not limited to force majeure events, any law, regulation or order issued by the government, or any agency or department, which, in the reasonable opinion of Adobe, effectively prohibits or restricts Adobe from offering the Covered Services, or imposes significant additional costs on Adobe to provide those Covered Services, in the territory.
- 1.6 “**Maximum Uptime**” means the total minutes in the Calendar Month (e.g. 44,640 minutes in the month of July) minus Maintenance Minutes during the same Calendar Month.
- 1.7 “**Maintenance Minutes**” means the number of minutes elapsed during maintenance performed by Adobe that results in the Covered Services not being Available where Adobe has provided Customer with at least one business day advance notice.



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1.8 “**Service Level Exhibit**” means the document attached to, or referenced in, the applicable Sales Order that describes the Availability, Uptime Percentage and other details for the applicable Covered Services.

1.9 “**Uptime Percentage**” means the Maximum Uptime minus Downtime and divided by Maximum Uptime.

2. Maintenance Process

Adobe will use commercially reasonable efforts to schedule maintenance during hours other than during Adobe’s regular business hours. Maintenance notifications for each Covered Service will be communicated as described in the Service Level Exhibit for the applicable Covered Service.

3. Service Credits

3.1 **Uptime Percentage.** If during any full calendar month of the term of the Agreement, the Uptime Percentage is lower than the minimum defined in the applicable Service Level Exhibit (“Minimum Uptime Percentage”), and Customer notifies Adobe in writing about such Downtime within 10 days of the Downtime, Adobe shall provide Customer with a service credit in accordance with the table in the applicable Service Level Exhibit (“**Service Credit**”). If the Service Credit is represented as a percentage value, then it shall be calculated against Monthly Fees and will be paid against future fees. The “**Monthly Fee**” will be calculated based upon the licensing fees for the Covered Service as stated in the applicable Sales Order. If, for example, the licensing fee for the Covered Service is an annual licensing fee, then the Monthly Fee will be equal to the annual licensing fee applicable to the Covered Service divided by 12.

3.2 **Exclusive Remedies; Cumulative Service Credits.** Any Service Credits provided pursuant to this Service Level Agreement will constitute Adobe’s sole liability and Customer’s sole and exclusive remedy for any failure to achieve Uptime Percentages. Failure to achieve the Uptime Percentages for the Covered Service will result in the Service Credit % applicable to each Covered Service, subject to a maximum cumulative Service Credit % of 25% of total Monthly Fees for the Covered Service (regardless of the number of individual service failures in the applicable month).

4. **Conflicts.** In the event of any inconsistency or conflict between this SLA and any Service Level Exhibit, the terms of the applicable Service Level Exhibit will prevail over the terms of the SLA for the applicable Covered Service.