SERVICE LEVEL AGREEMENT

Service Level Agreement – Adobe On-demand Services and Workfront
(effective 20 October 2021)

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 "**Available or Availability**" means when Adobe's or its third-party monitoring services indicate that Customer is able to access the Adobe online user interface for the Covered Service.

   1.2 "**Calendar Month**" means the calendar month to which this SLA applies and for which Uptime Percentage is being calculated.

   1.3 "**Covered Service**" specifically means any or all of the following On-demand Services that Customer has licensed and paid for in an applicable Sales Order, except for any Excluded Services (as outlined below):
   1.3.1   Adobe Analytics Select, Prime, and Ultimate (except as excluded below in 1.6) ("Analytics");
   1.3.2   Adobe Audience Manager ("AAM");
   1.3.3   Adobe Advertising Cloud ("Advertising Cloud");
   1.3.4   Adobe Campaign Standard ("Campaign");
   1.3.5   Adobe Experience Platform ("AEP"):
      1.3.5.1   AEP Activation;
      1.3.5.2   Attribution AI Intelligent Service;
      1.3.5.3   Collection Enterprise;
      1.3.5.4   Customer AI Intelligent Service;
      1.3.5.5   AEP Intelligence;
      1.3.5.6   Customer Journey Analytics;
      1.3.5.7   Journey Optimizer;
      1.3.5.8   Journey Orchestration;
      1.3.5.9   Offer Decisioning;
      1.3.5.10 Real-time Customer Data Platform ("RTCDP");
   1.3.6   Adobe Connect On-demand Services ("Connect");
   1.3.7   Adobe Experience Manager Assets Essentials ("Assets Essentials");
   1.3.8   Adobe Experience Manager Brand Portal;
   1.3.9   Marketo Engage ("Marketo");
   1.3.10 Adobe Primetime ("Primetime"):
      1.3.10.1 Primetime Authentication;
      1.3.10.2 Primetime Concurrency Monitoring for MVPD;
      1.3.10.3 Primetime Concurrency Monitoring for Programmer Provider;
      1.3.10.4 Primetime Ad Currency Optimization;
      1.3.10.5 Primetime Ad Insertion;
      1.3.10.6 Adobe Primetime TVSDK;
   1.3.11 Adobe Sign ("Sign");
   1.3.12 Adobe Target (except as excluded in 1.6) ("Target"); and,
   1.3.13 Workfront

   1.4 "**Downtime**" means the minutes during the Calendar Month when the Covered Service is not Available to the Customer, except any Excluded Minutes as outlined below.

1.5 "**Excluded Minutes**" means the minutes that the Covered Service is 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 Service;

C) Spikes in demand for system resources 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

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 Service, or imposes significant additional costs on Adobe to provide the Covered Service, in the territory.

1.6 "**Excluded Services**" means On-demand Services that are excluded under this SLA as follows: AEM as a Cloud Service, Analytics Foundation Packs, Adobe Analytics for Streaming Media, Campaign Cloud Messaging and Campaign Transactional Messaging, Adobe Commerce (Magento Services), Creative Cloud, Dynamic Media, Adobe I/O Runtime, Payment Services, PDF Services API, Personalized Media, and Personalization Foundation Pack by Target.

1.7 "**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.

1.8 "**Maintenance Minutes**" means the number of minutes elapsed during maintenance performed by Adobe that results in the Covered Service not being Available where Adobe has provided Customer with at least three business days advance notice.

1.9 "**Minimum Uptime Percentage**" means 99.9%.

1.10 "**Spike**" means a >50% increase in the number of daily activities processed by the Covered Service above the normalized daily activity patterns (i.e., the greater of the average daily activity pattern for the prior 30-day period, excluding any Spikes, or the contracted activity volume).

1.11 "**Uptime Percentage**" means the Maximum Uptime minus Downtime and divided by Maximum Uptime.

2. **Maintenance and Incident Notification Process.** Adobe posts notices regarding maintenance and other outages at status.adobe.com. Customer can subscribe to receive notices of maintenance and other outages through status.adobe.com via the "Manage subscriptions" functionality. Notwithstanding the foregoing, for notices related to Workfront, Customer can refer to and subscribe to receive updates from status.workfront.com.

3. **Service Credits.**

Uptime Percentage. If during any full calendar month of the term of the Agreement, the Uptime Percentage for a Covered Service is lower than the Minimum Uptime Percentage, and Customer notifies Adobe in writing (through Customer's CSM, as applicable, or Adobe Customer Care) about such Downtime within 30 days of the Downtime, Adobe shall provide Customer with a service credit for that Covered Service in accordance with the table below in Section 3.2 ("**Service Credit**"). The Service Credit percentage will be calculated against Monthly Fees for the Covered Service 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 (excluding flow-through costs for

third-party services (e.g., media buys, data)). 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 Service Credit Table.

Uptime Percentage	Service Credit %
≥ 99.5% but < 99.9%	5% of Monthly Fees
≥ 95.0% but < 99.5%	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	25% of Monthly Fees

3.3 Exclusive Remedies/Cumulative Service Credits. Except as provided in section 4 below, 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 the Minimum Uptime Percentage. Failure to achieve the Minimum Uptime Percentage 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. **Termination for Chronic Failure.** If Adobe fails to maintain an Uptime Percentage of ≥ 90% for any individual Covered Service for any 3 months in a 6-month period ("Minimum Level of Service"), Customer may terminate that single affected Covered Service upon 10 days written notice to Adobe from the date there is a failure to meet the Minimum Level of Service.