



ADOBE® – PRODUCT DESCRIPTIONS AND METRICS (“PDM”) FOR  
ADOBE LIVECYCLE MANAGED SERVICES

**1. Additional Terms for Adobe LiveCycle Managed Services.** All Adobe LiveCycle Managed Services offerings and modules listed under the OnDemand Service section of the Sales Order are licensed to the Customer pursuant to all terms and conditions under the OnDemand Service Exhibit included herein and further subject to the terms and conditions of this Adobe LiveCycle Managed Services PDM.

1.1. **Definitions.** Capitalized terms not defined in this PDM shall have the same meaning as the terms are defined in the Adobe Master Enterprise Terms (“General Terms”). This PDM is incorporated into and governed by the General Terms.

1.1.1. **Authorized Users:** means employees, Development Partners, and individual contractors (*i.e.* temporary employees) of Customer. Non-licensed persons that participate in electronic processes that utilize the On Demand Service shall be deemed Authorized Users for the sole purpose of counting the number of users using the On Demand Service under the Per-Use License Metric and not for any other purpose.

1.1.2. **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 OnDemand Service in the Production Phase.

1.1.3. **CD Service Provider:** means an independent third party service vendor listed at [http://www.adobe.com/security/partners\\_cds.html](http://www.adobe.com/security/partners_cds.html).

1.1.4. **Certified Document or CD:** means a PDF file that has been digitally signed using (a) the OnDemand Service’s CD feature set; (b) a certificate; and (c) a “private” encryption key that corresponds to the “public” key in the certificate.

1.1.5. **CD Services:** means services provided by CD Service Providers, including but not limited to (a) certificates issued by such CD Service Provider for use with the OnDemand Service’s CD feature set; (b) services related to issuance of certificates; and (c) other services related to certificates, including but not limited to verification services.

1.1.6. **Component:** means a subset of unique functionality within the OnDemand Service.

1.1.7. **Customer Error Incident:** means any OnDemand Service unavailability resulting from Customer’s applications, Customer Content, or Customer’s equipment, or the acts or omissions of any user of the OnDemand Service or any agent hired by Customer to implement or maintain the OnDemand Service including the Development Partner.

1.1.8. **Customer Customizations:** means the customizations made to the OnDemand Service by Customer and/or the Development Partner during the Development Phase and Staging Phase.

1.1.9. **Customer’s Technical Support Contacts:** means the three (3) named Customer technical support contacts listed as “Customer Administrator” and “Development Partner” on the Sales Order.

1.1.10. **Data Services Features:** means the remoting features and associated data services destinations automatically installed and configured with the initial installation of the Foundation Components.

1.1.11. **Development Partner:** means the Adobe professional services team or a third party systems integrator who has rights to access and customize the OnDemand Service as a result of such party’s relationship with or connection to Customer.



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- 1.1.12. **Development Phase:** means the period of time during which Customer may customize and test the components and features of the OnDemand Service for the purpose of evaluating potential configurations of the OnDemand Service, per the guidelines set forth in the Guidelines.
- 1.1.13. **Features:** means (i) certain technology embedded into PDF files by the OnDemand Service 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 that contains or refers to access and usage rights designed to be enforced by LiveCycle Rights Management components of the OnDemand Service directly or through supported software applications.
- 1.1.14. **Foundation Components:** means the components of the OnDemand Service that are automatically installed with the standard configuration for first-time installations, and specifically excludes (i) Evaluation Software, the portions of the LiveCycle SDK Components other than the client libraries used to access the OnDemand Service programmatically, and Flex SDK Components; (ii) the JBoss Application Server Software, the MySQL database software and the MySQL JDBC driver software accompanying the OnDemand Service; and (iii) other components of the OnDemand Service that are separately licensed by Adobe. All usage of the Content Repository Extreme component contained within the Foundation Components is limited solely to its use in conjunction with the OnDemand Service.
- 1.1.15. **Fulfillment Date:** means the date upon which the OnDemand Service is first made available to the Customer, which such date shall be on or after the corresponding date indicated by the Customer on the Sales Order.
- 1.1.16. **Guidelines:** shall mean the “Guidelines for Customizing Adobe LiveCycle ES 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.
- 1.1.17. **Issuer Statement:** means the terms and conditions under which each CD Service Provider offers CD Services (see the links on [http://www.adobe.com/security/partners\\_cds.html](http://www.adobe.com/security/partners_cds.html)), including for example any subscriber agreements, relying party agreements, certificate policies and practice statements, and the sub-section regarding CD Service Providers in the section regarding Component Licensing Terms.
- 1.1.18. **License Metric:** One or more of the following License Metrics (or another License Metric as provided in the Sales Order) applies to each Component as further provided herein: (i) Per-Server License Metric means the OnDemand Service may only be used in connection with the number of Servers identified in the Sales Order and deployment of the OnDemand Service to servers not provided by Adobe is prohibited; and, (ii) Per-Authorized User License Metric means the total number of Authorized Users that use the OnDemand Service may not exceed the licensed quantity of Authorized Users identified on the Sales Order.
- 1.1.19. **LiveCycle SDK Components:** means the software libraries (including client libraries used to programmatically access the OnDemand Service), sample software code, application programming interfaces, header files and related information, and the file format specifications, if any, included as part of the OnDemand Service as described in the Documentation or a “Read Me” file accompanying the applicable OnDemand Service, but not including the Flex SDK.
- 1.1.20. **OnDemand Service:** means with respect to this PDM, Adobe LiveCycle Managed Services, a Customer-dedicated hosted service instance, which offers (i) functionality substantially similar to that provided by Adobe LiveCycle ES OnPremise software; and (ii) any other solutions accompanying such functionality.



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- 1.1.21. **Personal Data:** means information that can be used to identify or locate a specific natural person, including without limitation telephone number, e-mail address, and social security number.
- 1.1.22. **Privacy Policy:** means the terms of the Adobe Online Privacy Policy located at <http://www.adobe.com/go/privacy> or any successor website thereto.
- 1.1.23. **Production Phase:** means the period of time during which a Customer uses the OnDemand Service for its regular and customary business operations.
- 1.1.24. **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 OnDemand Service, as further described in the section regarding the Runbook and in any sample provided by Adobe to Customer from time to time, which such list is intended to assist Adobe in running and supporting the OnDemand Service in the Production Phase.
- 1.1.25. **Scheduled Maintenance Window:** means any maintenance on the OnDemand Service performed by Adobe where Adobe provides Customer with at least forty-eight (48) hours advance notice of such maintenance.
- 1.1.26. **Server:** means a single installation of the LiveCycle ES on-premise software installed on infrastructure provided by Adobe with the computing equivalent of 4 CPUs of capacity of a 1.0-1.2 GHz 2007 Opteron or 2007 Xeon processor.
- 1.1.27. **Software:** means, collectively, the LiveCycle SDK Components and Flex SDK components.
- 1.1.28. **Staging Phase:** means the period of time during which a Customer may conduct quality testing of the OnDemand Service configuration created by Customer during the Development Phase.
- 1.1.29. **Storage Policy:** means Adobe’s policies for retention and storage of Content and Personal Data as follows. Adobe stores all long term Content, Personal Data and related operational data on mechanisms external to the virtual machines supporting the Customer system. Adobe encrypts all Content, Personal Data and related operational data stored outside the virtual machine at a standard of no less than AES-256. Adobe backs up all long term Content, Personal Data and related operational data such that Adobe can make a rapid recovery of the Services in the event of a loss of the primary data within a system. Adobe encrypts all backups at the same standard or better as set forth above for long term storage. All backup material shall, after encryption, be distributed across multiple data centers within a given cloud region to allow for recovery within these data centers in the event of the loss of function of the primary data center. All backups shall be taken at a frequency specified by the Customer in the Customer’s Runbook, or daily if no specification is made. Adobe shall retain all backups for a period specified in the Customer’s Runbook, or for one week if no specification is made. Adobe shall delete and overwrite all backup files from media no less than seven days after the end of the retention period unless Adobe is otherwise requested to retain these files, in writing, by Customer or law enforcement. The total storage for purposes of the limits set forth in Section 1.8 (Data Storage and I/O Limitations) shall be the size of Customer’s then-current files stored outside of the virtual machine as described above, plus the total size of all back up files being retained under the Customer Runbook specifications or under the default Adobe terms if no specification is made. Adobe develops and implements backups for the rapid recovery of an entire system if necessary and are not designed to allow for the restoration of individual files.



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- 1.1.30. **Terms of Use:** means the Adobe.com Terms of Use, the current version of which is located at <http://adobe.com/go/terms> or any successor Web site thereto, and to which Adobe may make changes from time to time, as communicated to Customer in the text of such terms.
- 1.1.31. **Transition Phase:** means the period of time before the Production Phase in which Customer creates the Runbook and obtains Adobe’s written approval of such Runbook.
- 1.2. **Authority to Use OnDemand Service.** Customer represents and warrants that it has all necessary right, power and authority to enter into the Agreement and to perform the acts required of Customer hereunder including (i) having a valid license to use the software applications that generate Customer Content, and (ii) the right to submit Customer Content and Customer’s Personal Data in connection with the OnDemand Service. Otherwise, Customer is not permitted to submit such Customer Content or Personal Data to Adobe or the OnDemand Service.
- 1.3. **Access to OnDemand Service.** Customer acknowledges that Customer’s ability to access the On Demand Service may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that Customer is responsible for paying such fees. Adobe is not responsible for any equipment Customer may need to be able to access the On Demand Service.
- 1.4. **Use of OnDemand Service.** Use of the OnDemand Service is subject to the Terms of Use, which are incorporated herein by reference. In the event this PDM conflicts with the Terms of Use, this PDM shall take precedence.
- 1.5. **Privacy.** Section 5 (Privacy) in the Exhibit for OnDemand Services shall not apply to the OnDemand Service in this PDM. Rather, the language set forth in this Section 1.4 (Privacy) shall apply to the OnDemand Service.
- 1.5.1. **Privacy Terms.** For information about Adobe’s data protection and collection practices, please read the Privacy Policy. Customer agrees that Customer’s access to and use of the OnDemand Service is subject to the Privacy Policy, which is incorporated herein by reference.
- 1.6. **Log-In Information.** To gain access to and use the On Demand Service, Customer may be required to create various log-in ID(s) and password(s) (“**Log-In Information**”). Customer is responsible for all activity occurring under Customer’s Log-In Information, and Customer must keep Customer’s Log-In Information confidential and not share Customer’s Log-In Information with third parties. Adobe has no obligation or responsibility with regard to Customer’s use, disclosure, or management of Log-In Information. Notwithstanding the foregoing, Adobe may require Customer to change Customer’s Log-In Information if such Log-In Information is inconsistent with the terms of this Agreement.
- 1.7. **Development Partners.** Customer may appoint Development Partners. Notwithstanding anything to the contrary set forth in Section 1.5 (Log-In Information) of this PDM, Customer may, if applicable, provide to Development Partners specific Log-In Information for the sole purpose of enabling such Development Partner to assist Customer in exercising its rights under this Agreement. Customer is solely responsible for all acts or omissions of Development Partners in connection with the Service. Adobe may deny access to any Development Partner it deems is adversely impacting the On Demand Service to Customer or to other users of the On Demand Service.
- 1.8. **Data Storage and I/O Limitations.** Customer is limited to a total combined storage at any one time, including active data and backups of the active data, of one terabyte (1,000 gigabytes). In the event Customer exceeds this limit, Customer shall be billed for any overage at the then-current Adobe list price. Customer is limited to a total combined input and output traffic, to and from the given Amazon Web Services cloud region specified in the Sales Order Form, of 500 gigabytes (500,000 megabytes). There is no limit on the transmission of information which



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does not depart the regional cloud and is instead terminated at another server on the cloud. In the event the Customer exceeds the limit, Customer shall be billed for any overage at the then-current Adobe list price.

- 1.9. **Use Phases.** In accordance with the terms and conditions of this Agreement, Customer may use the OnDemand 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.
  - 1.9.1. **Staging Phase.** Testing conducted during the Staging Phase may include bug elimination, simulations, and integration with other Customer systems, and any customizations made to the OnDemand Service during the Staging Phase shall comply with the Guidelines.
  - 1.9.2. **Transition Phase.** Prior to Customer utilizing the OnDemand Service for the Production Phase, Customer shall (i) create a Runbook and provide such Runbook to Adobe for review; and (ii) 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 OnDemand Service caused by the Customer Customizations; (b) any failure of the OnDemand Service or inability of Adobe to provide support for the OnDemand Service caused by or related to (1) Customer’s failure to accurately list all Customer Customizations or configurations in the Runbook as required under this section regarding the Transition Phase, or (2) 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 (I) does not create a Runbook; (II) fails to keep its Runbook current and updated; or (III) does not maintain an appointed Development Partner for the duration of the Term. Further, once the OnDemand 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.
  - 1.9.3. **Production Phase.** Customer may not make customizations to the OnDemand Service during the Production Phase. If Customer desires to make any customizations to the OnDemand Service once the OnDemand Service is in the Production Phase, Customer shall (i) request that Adobe launch a cloned staging server; (ii) implement such customizations; and (iii) 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 OnDemand Service in the Production Phase while such customizations are in the Staging Phase and Transition Phase.
- 1.10. **Additional Terms for LiveCycle Digital Signatures.** The Adobe LiveCycle Digital Signatures Component allows Customer to author and validate Certified Documents in accordance with the following terms:
  - 1.10.1. **Certified Documents and CD Services.** Authoring of a CD requires that Customer obtain a certificate from an authorized CD Service Provider. Validation of a CD requires CD Services from the CD Service Provider that issued the certificate.
  - 1.10.2. **CD Service Providers.** Although the OnDemand Service provides CD authoring and validation features, Adobe does not supply the necessary CD Services required to use these features. Purchasing, availability and responsibility of the CD Services are between Customer and the CD Service Provider. Before Customer relies upon any CD, any digital signature applied thereto, and/or any related CD Services, Customer must first review and agree to the applicable Issuer Statement and this Agreement. By validating a CD using CD Services, Customer acknowledges and agrees that (a) the certificate used to digitally sign a CD may be



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revoked at the time of verification, making the digital signature on the CD appear valid when in fact it is not; (b) the security or integrity of a CD may be compromised due to an act or omission by the signer of the CD, the applicable CD Service Provider, or any other third party; and (c) Customer must read, understand, and be bound by the applicable Issuer Statement. CD Service Providers offer CD Services solely in accordance with the applicable Issuer Statement. EXCEPT AS MAY BE PROVIDED IN AN ISSUER STATEMENT, CUSTOMER’S USE OF CD SERVICES IS AT CUSTOMER’S OWN RISK, AND ALL WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED. SEE THE TERMS OF USE FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN CD SERVICES.

- 1.10.3. **CD Services – Liability.** Customer agrees to hold Adobe and any applicable CD Service Provider (except as expressly provided in its Issuer Statement) harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to any use of, or reliance on, any CD Service, including, without limitation (a) reliance on an expired or revoked certificate; (b) improper verification of a certificate; (c) use of a certificate other than as permitted by any applicable Issuer Statement and the Agreement or applicable law; (d) failure to exercise reasonable judgment under the circumstances in relying on the CD Services; or (e) failure to perform any of the obligations as required in an applicable Issuer Statement.
- 1.10.4. **CD Services – Third Party Beneficiaries.** Customer agrees that any CD Service Provider Customer utilizes will be a third party beneficiary with respect to this section regarding CD Services – Third Party Beneficiaries of this PDM and that such CD Service Provider will have the right to enforce such provisions in its own name as if the CD Service Provider were Adobe.
- 1.11. **Sub-License of Software.** Customer may sub-license use of the Software to the Development Partner to operate the Software on Customer’s behalf, provided that: (i) Customer provides Adobe with prior written notice; (ii) Customer is responsible for ensuring that the Development Partner agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the Software on the basis as applies to the Customer; (iii) such use is inly in relation to Customer’s direct beneficial business purposes as restricted herein; (iv) such use does not represent or constitute an increase in the scope of number of licenses provided hereunder; and (v) Customer shall remain fully liable for any and all acts or omissions by the Development Partner related to this Agreement. Customer may also permit non-licensed persons to participate in electronic processes that utilize the OnDemand Service provided that such non-licensed persons are not permitted to initiate such processes, and such participation does not otherwise violate any of the prohibitions on use of the OnDemand Service described in this Agreement.
- 1.12. **Prohibited Uses.** Except as expressly authorized under this Agreement, Customer is prohibited from using the Software on behalf of third parties, including use of the Software to generate PDF files from electronic documents or content provided by third parties when Customer also distributes or makes available the generated PDF files to the same third parties except to the extent such PDF files are a component of a broader service or product offering and not the sole or primary value of such service or product offering. Additionally, Customer may not attempt to interact with the operating system underlying the OnDemand Service or attempt to access Components of the OnDemand Service to which it does not have a valid license as specified in the Sales Order.
- 1.13. **OnDemand Service Termination or Suspension.** Notwithstanding anything set forth in the General Terms, Adobe may at any time and upon written notice to Customer immediately terminate access to the OnDemand Service, or suspend or restrict access to the OnDemand Service in whole or in part, if Adobe determines in its sole and exclusive judgment that terminating or suspending access to the OnDemand Service is advisable for security reasons, to protect Adobe from liability, or for the continued normal and efficient operation of the OnDemand Service for Customer or other customers of the OnDemand Service. Customer may terminate the OnDemand





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Service at any time for any reason or no reason by contacting Adobe customer service, but all fees paid prior to the termination date shall be non-refundable.

- 1.14. Customer Content.** Customer may upload Customer Content to the OnDemand Service in connection with Customer’s use of the OnDemand Service. Adobe does not verify, endorse, or claim ownership of any Customer Content, and Customer retains all right, title, and interest in and to the Customer Content. Customer Content may be stored on Adobe’s servers at Customer’s request as necessary for Adobe to provide the OnDemand Service, and in accordance with Adobe’s Storage Policy. Customer is solely responsible for Customer Content including making and keeping backup copies of Content. Adobe shall use commercially reasonable efforts to block the uploading of Customer Content to the OnDemand Service that contains viruses detected by using industry standard virus detection software. Notwithstanding anything to the contrary herein, Adobe has no responsibility or liability for the deletion or accuracy of Customer Content, the failure to store, transmit or receive transmission of Customer Content (whether or not processed by the OnDemand Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the OnDemand Service.
- 1.14.1. Controlling Content Access.** Certain features of the OnDemand Service enable Customer to specify the level at which such OnDemand Service restricts access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content.
- 1.14.2. Adobe Access to Customer Content.** Customer acknowledges that the OnDemand Service is automated (*e.g.* Customer Content is uploaded using software tools) and that Adobe personnel, contractors or agents will not access, view, or listen to any Customer Content, except as reasonably necessary to perform the OnDemand Service, including but not limited to the following: (i) respond to support requests; (ii) detect, prevent, or otherwise address fraud, security, or technical issues; (iii) as deemed necessary or advisable by Adobe in good faith to conform to legal requirements or comply with legal process; or (iv) to enforce this Agreement, including investigation of potential violations hereof.
- 1.14.3. Customer Content Transition or Deletion.** Upon expiration or termination of the OnDemand Service, and upon Customer’s request Adobe will use commercially reasonable efforts to assist Customer in transitioning all Customer Content and Personal Data off of the OnDemand Service. Such transition must (i) be completed before the effective date of termination of the OnDemand Service; and (ii) not exceed any Customer Content transition limits imposed by Adobe. Adobe reserves the right to delete any data files associated with Customer Content, Personal Data, or Customer’s use of the OnDemand Service upon termination of the OnDemand Service or termination of this Agreement.
- 1.15. Security.** Adobe has implemented technical safeguards and procedures to protect communications with the OnDemand Service including communication of Customer Content and Personal Data. In addition, Adobe will only disclose Customer Content and Personal Data in accordance with instructions provided by Customer through use of the OnDemand Service and as otherwise provided in the Terms of Use. Notwithstanding the foregoing, the security of communications sent over the Internet (including by e-mail) is subject to many factors outside of Adobe’s control and, as a result, Adobe does not guarantee the security or privacy of such communications.
- 1.15.1. Service E-Mails.** Notwithstanding any communications preferences indicated by Customer, Adobe may send to Customer service-related e-mails regarding service maintenance events or modifications to the functionality or delivery of the OnDemand Service.
- 1.15.2. Personal Data.** As between Adobe and Customer, Customer shall have sole responsibility for any and all Personal Data used and submitted in connection with the OnDemand Service, and Adobe shall have no responsibility in connection thereto. Customer shall comply with all data protection and privacy laws and



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rules applicable to Personal Data. Customer shall defend, indemnify, and hold harmless Adobe from any claim, suit or proceeding brought against Adobe in connection with any acts or omissions with regards to such Personal Data.

### 1.16. Support Services.

1.16.1. **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.

1.16.2. **Adobe Response Services.** “Adobe Response Services” means the services described in this section entitled “Adobe Response Services.” Adobe will provide prioritized, toll-free support services for the OnDemand Service 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 “Service Request”) according to the following chart and related definitions:

#### “Response Times”

- **Priority 1:** 1 hour
- **Priority 2:** 2 hours
- **Priority 3:** 4 hours
- **Priority 4:** 1 business day

Adobe shall undertake reasonable efforts to: (i) acknowledge receipt of a Service Request from Customer Technical Support Contact within the Response Time. This will generally be via the same medium of communication by which the Service Request was reported and will: (i) provide a short status report to Customer within a reasonable time; and (ii) resolve the Service 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 Service, 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 Service Request. If the Service Request cannot be solved within a commercially reasonable timeframe, the Service Request may be escalated within the Adobe organization.

### 1.16.3. Case Priority Definitions.

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.

- **CRITICAL (Priority 1) — the problem results in extremely serious interruptions to the OnDemand Service (i) in the Production Phase, or (ii) in connection with user acceptance testing or training while the OnDemand Service 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 OnDemand Service or interruptions in main functions of the OnDemand Service in the Priority 1 Phase. Data integrity is compromised





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and the ServiceRequest requires immediate processing as the issue can result in financial losses. The Customer shall call Adobe Customer Support for all critical Priority 1 issues.

- **URGENT (Priority 2) — the problem results in serious interruptions to the OnDemand Service in the Production Phase, will negatively impact the OnDemand Service in the Production Phase, urgent deadlines are at risk.** While the OnDemand Service 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 OnDemand Service is in a Staging Phase, the problem hinders deployment of an enterprise installation.
- **IMPORTANT (Priority 3) — the problem causes interruptions to the OnDemand Service in either the Production Phase or the Staging Phase.** It does not prevent operation of the OnDemand Service 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 OnDemand Service in the Production Phase.
- **MINOR (Priority 4) — 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.

1.16.4. **Resolutions.** Adobe will provide resolutions as required to correct OnDemand Service malfunctions in order to bring the Adobe provided portion of the OnDemand Service into substantial conformity with applicable documentation. If Customer encounters a problem in the usage of the OnDemand Service, 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 OnDemand Service 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.

1.16.5. **Online Support.** Customer shall have unlimited secure access to Adobe’s on-line support facility on Adobe’s web site at [www.adobe.com](http://www.adobe.com).

1.16.6. **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 OnDemand Service from an external computer controlled by Adobe, including any and all of Customer’s systems on which the OnDemand Service depends, for the sole purpose of providing Support Services to Customer.

1.16.7. **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.



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1.16.8. **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, and Adobe provides no service level or availability level in association with such Customer Success Manager.

1.16.9. **Upgrades.**

1.16.9.1. **Types of Upgrades.** From time to time during the Term, Adobe may implement upgrades to the OnDemand Service. Such upgrades may include a Customer-specific upgrade, emergency upgrade necessary for the security of the OnDemand Service 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 OnDemand Service for purposes including but not limited to, error correction), or a major upgrade (*i.e.*, a new version of the OnDemand Service).

1.16.9.2. **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 Customer Customizations, Adobe will take reasonable steps to support Customer (or its Development Partner) in Customer’s effort to make adjustments to the code underlying the Customer 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.

1.16.9.3. **Upgrade Timing.** Emergency Upgrades will be implemented by Adobe as needed. All other upgrades will be implemented by Adobe on a regular schedule 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 Customer to determine a mutually agreed upon time to provide a Staging Phase system for 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 OnDemand Service available. In the event that Customer notifies Adobe that the tests on the Staging Phase system have passed, Adobe shall work with Customer to determine a mutually agreed upon maintenance window or other time period to implement the upgrade.

1.16.9.4. **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 OnDemand Service within at least one major upgrade of the then-current, generally commercially available version of the Adobe LiveCycle ES (each a “Support Upgrade”) for any reason (including but not limited to, unwillingness to accept the Support Upgrade or unwillingness to make Customer Customizations that enable to the OnDemand Service 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 to any fees incurred after the effective date of Customer’s deferral or declining of the Support Upgrade. Notwithstanding the foregoing,



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Customer is not obligated to pay Adobe any such Extended Operations Uplift Fees if Customer is willing to install the upgrade but an action by Adobe causes such Support Upgrade to fail to be backward compatible with the then-current version of the OnDemand Service; however, Customer shall work with Adobe to install the applicable Support Upgrade within a reasonable period of time.

1.16.9.5. **Emergency Upgrades.** Notwithstanding anything to the contrary herein, Customer must accept all Emergency Upgrades.

1.17. **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 OnDemand Service. If Customer and/or the Development Partner apply any patches to the OnDemand Service, however, Customer shall describe such patches.</p> <p>Adobe will provide to Customer and/or the Development Partner information regarding the OnDemand 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 OnDemand Service.</p> <p>A list of all software installed by Customer or Development Partner in connection with the OnDemand Service. A description of the functionality of and bugs included in such software.</p> <p>A list of all Adobe LiveCycle ReaderExtensions credentials or PKI certificates applied to the OnDemand Service by Customer or Development Partner.</p> <p>Whether Customer would like Adobe to follow a backup schedule for Customer’s implementation of the OnDemand Service that is different from the backup schedule that Adobe generally follows.</p>
System Monitoring	<p>A list of any connections between the OnDemand Service and any other systems on which the OnDemand</p>



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Runbook Subject Matter	Description
	<p>Service is dependent.</p> <p>A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the OnDemand 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>Describe the load testing scenarios conducted by Customer or Development Partner.</p> <p>Describe the User Acceptance Testing scenarios conducted by the Customer or Development Partner.</p> <p>Describe the positive and negative outcomes of such testing.</p>
Post Production CAB	<p>Describe the changes to the OnDemand 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>
Events and Responses	<p>List all known weaknesses in the Customer Customizations to the OnDemand Service.</p> <p>Recommend actions to be taken by Adobe when providing support for the OnDemand Service.</p> <p>Include the following information, at a minimum:</p> <ul style="list-style-type: none"> <li>• All log files created by Customer or Development Partner;</li> <li>• all information source or recipient repositories;</li> <li>• all data bases and other info storage occurring in the OnDemand Service;</li> <li>• any encryption models implemented in the OnDemand Service;</li> <li>• all communications with any upstream data sources, including forms;</li> <li>• any additional executables/WAR Files added</li> </ul>



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Runbook Subject Matter	Description
	<p>to the OnDemand Service;</p> <ul style="list-style-type: none"> <li>• all information required for their long-term administration; and</li> <li>• the most common failure modes and recommendations for recovery from such failures.</li> </ul>
Contacts and Contracts	<p>Specify a Customer contact who Adobe should notify if the system goes down.</p> <p>Specify a Customer resource who has technical knowledge of the OnDemand Service and who can answer questions from Adobe.</p> <p>Specify any links between Customer’s IT gate keeper for the OnDemand Service and other Customer systems (e.g., LDAP, data repositories, 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 OnDemand 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>

**2. Adobe LiveCycle Managed Services Product Descriptions and License Metrics.** Adobe LiveCycle Managed Services allows Customer to outsource its IT management of Adobe LiveCycle to Adobe. Adobe will install, upgrade, and manage LiveCycle in a single tenant environment, which the Customer may then customize to meet Customer’s needs. Adobe’s LiveCycle Managed Services is licensed by module, as identified in the Sales Order, for each of the following modules:



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- 2.1. **LiveCycle Connector.** LiveCycle Connector module connects enterprise content management systems to engagement application providing content repository services. LiveCycle Content Services is licensed on a Per-Server basis, as provided in the Sales Order, for use with Adobe software applications and the non-Adobe content management software application for which it is designed as indicated by the name of the particular version of the LiveCycle Connector software licensed by Customer or as otherwise provided in the Sales Order.
- 2.2. **LiveCycle Digital Signatures.** LiveCycle Digital Signatures module allows Customer to author and validate Certified Documents. LiveCycle Digital Signatures is licensed on a Per-Server basis, as provided in the Sales Order.
- 2.3. **LiveCycle Forms.** LiveCycle Forms module enables Customer to deploy interactive XML-based forms in Adobe Reader, Adobe Flash Player or web browsers. LiveCycle Forms is licensed on a Per-Server basis, as provided in the Sales Order. Customer’s valid license to LiveCycle Forms includes a license to install and use the LiveCycle Data Services software subject to the same License Metrics, number of licenses, and other terms that apply to the LiveCycle Forms, and only to the extent necessary to utilize the LiveCycle Forms software, unless Customer has obtained a separate valid license to the LiveCycle Data Services software allowing Customer to utilize all of the features of those software components.
- 2.4. **LiveCycle Output.** LiveCycle Output module enables Customer to dynamically generate personalized documents on demand in print and electronic formats. LiveCycle Output is licensed on a Per-Server basis, as provided in the Sales order. If Customer obtains LiveCycle Output as part of an upgrade to LiveCycle Forms from a previously licensed version of LiveCycle Forms (e.g., Adobe Forms Server 7.x), Adobe grants to Customer a non-exclusive license to permit Authorized Users to install and use the LiveCycle Output, solely to generate non-interactive PDF documents (i.e., no interactive form fields included in the PDF document) for processing exclusively with the corresponding LiveCycle Forms upgrade. For the avoidance of doubt, use of LiveCycle Output, when provided as part of an upgrade to LiveCycle Forms, is restricted to deployment on the same Server on which LiveCycle Forms is installed. The foregoing license to LiveCycle Output specifically excludes other components included in the LiveCycle Output, and Customer is not permitted to use any other software applications or components accompanying, or installed with, LiveCycle Output, unless Customer obtains a separate license to do so.
- 2.5. **LiveCycle PDF Generator.** LiveCycle PDF Generator module enables Customer to automate the creation and assembly of PDF documents from many file formats. LiveCycle PDF Generator is licensed on a Per-Server or Per-Authorized User basis as provided in the Sales Order, and is subject to the following additional terms: (i) to the extent that Customer has separately licensed a Supported Adobe Software Product, Customer may use such Supported Adobe Software Product with the Adobe LiveCycle PDF Generator Component for the sole purpose of converting files in the native file formats of such Supported Adobe Software Products (e.g. files in the .psd format) subject to the following limitation: Customer may only use the Supported Adobe Software Products indirectly through the use of the Adobe LiveCycle PDF Generator module to the extent the Adobe LiveCycle PDF Generator Component is designed to access the Supported Adobe Software Products programmatically as described in the Documentation; and, (ii) Customer’s right to use the OnDemand Service in the Production Phase to generate or assemble content in the PDF Format (“Process”) is limited based on the applicable License Metric as follows: (a) when the OnDemand Service is licensed on a Per-Server basis, the Service shall be used to Process PDFs solely as a result of a predefined automated workflow process and not any other uses, including without limitations ad hoc submission and receipt of files by Authorized Users; and (b) when the Software is licensed on a Per-Authorized User basis, the PDF content must be generated as a result of any process other than the Per-Server basis specified above. “Supported Adobe Software Product” means certain other Adobe software applications as described in the Documentation, in connection with which the Adobe LiveCycle PDF Generator Component is designed to operate.





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- 2.6. **LiveCycle Process Management.** LiveCycle Process Management module enables Customer to perform task assignment and task management. It also enables Customer to initiate and participate in form-based business processes by using a web browser. LiveCycle Process Management is licensed on a Per-Server basis, as provided in the Sales Order.
  
- 2.7. **LiveCycle Reader Extensions.** LiveCycle Reader Extensions module software enables Customer to activate in documents it distributes certain features of Adobe Reader that are not usually available when a PDF document is opened using Adobe Reader. LiveCycle Reader Extensions software is licensed on a Per-Authorized User basis, as provided in the Sales Order.
  
- 2.8. **LiveCycle Rights Management.** LiveCycle Rights Management module enables Customer to place certain controls on documents, such as who may open or print a document. LiveCycle Rights Management software is licensed on a Per-Authorized User basis, as provided in the Sales Order.