



## ADOBE PDM – Adobe Platinum Maintenance and Support (2014v3)

The Products and Services described in this PDM are governed by the terms of this PDM, the applicable Sales Order, the General Terms, and the Exhibit for On-premise Software. This PDM sets forth the additional terms and conditions for the provision of maintenance for Adobe software licensed by Customer (“Maintenance”) and support services (“Support Services”) under the Adobe Platinum Maintenance and Support Program, which is fully described at [http://www.adobe.com/support/programs/enterprise/platinum\\_gold/](http://www.adobe.com/support/programs/enterprise/platinum_gold/).

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- 1. Platinum Maintenance and Support.** If Customer subscribes to Platinum Maintenance and Support Services for On-premise Software and pays the annual Platinum Support and Maintenance fee detailed in the applicable Sales Order (“Annual Support Fee”), Adobe shall provide the following Support Services:
- 1.1 Adobe will provide Customer technical support to four (4) named Customer technical support contacts (“Customer’s Technical Support Contacts”). Customer may name additional technical support contacts if mutually agreed between Adobe and Customer in the applicable Sales Order.
  - 1.2 Adobe will provide prioritized, toll-free Support Services for the On-premise Software to be accessed by Customer’s Technical Support Contacts between the hours of 07.00 and 20.00 Customer’s regional time Monday through Friday (excluding holidays) via telephone, facsimile, e-mail and Adobe’s Support web site (currently <http://www.adobe.com/support>, the “Support Site”), for all non-critical issues. Adobe will provide prioritized toll free Support Services for critical issues 24 hours a day, 7 days a week. Notwithstanding the foregoing, in Japan, Support Services will be provided between the hours of 9:30 through 17:30, Monday through Friday, excluding national holidays and Adobe-designated holidays, and in the Japanese language.
  - 1.3 Adobe will provide code corrections as required to correct On-premise Software malfunctions in order to bring the On-premise Software into substantial conformity with applicable documentation.
    - (A) If Customer encounters a problem in the usage of the On-premise Software, Customer will provide Adobe with sufficient 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 On-premise Software that causes it to not to operate in substantial conformity with applicable documentation, Adobe will use commercially reasonable efforts to provide a fix to Customer.
    - (B) Adobe may, at its sole discretion and from time to time, make Fix Releases generally available to users of the On-premise Software.
    - (C) ADOBE DOES NOT GUARANTEE, REPRESENT OR WARRANT CONSULTATION RESULTS, IDENTIFICATION OF ALL VIRUSES, OR THAT ALL ERRORS AND BUGS WILL BE CORRECTED.
  - 1.4 Customer shall have unlimited secure access to Adobe’s on-line support facility on the Support Site or any successor site.
  - 1.5 Customer shall have access to Adobe’s eSupport services via remote computer access.
    - (A) If Customer chooses to access such services, Customer hereby grants permission to Adobe to remotely access the On-premise Software from an external computer controlled by Adobe, including any and all of Customer’s systems on which the On-premise Software resides, for the sole purpose of providing Support Services to Customer.
    - (B) CUSTOMER ACKNOWLEDGES THAT IT MAY CONTROL ALL ADOBE ACCESS TO THE ONPREMISE SOFTWARE AND TO CUSTOMER’S SYSTEMS BY SELECTING A “HIGH” SECURITY SETTING AND MONITORING ALL SUCH ACCESS.
  - 1.6 The priority or severity of each Service Request will be established based on Adobe’s published Case Priority definitions which are currently available on the Support Site,

at <http://www.adobe.com/support/programs/policies/sla.html>. Adobe shall undertake reasonable efforts to:

- (A) Acknowledge receipt of a Service Request from a Technical Support Contact within the time allotted ("Response Time"). This will generally be via the same medium of communication by which the Service Request was reported;
- (B) Provide a short status report to Customer within a reasonable time; and
- (C) Solve 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 affected Adobe On-premise Software), replacement deliveries or any other type of software or documentation corrections or modifications.
- (D) 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 the Adobe Support team 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 Support organization.

1.7 During periods of time that Customer subscribes to Maintenance and Support Services, Adobe shall provide On-premise Software Maintenance to Customer, at no additional charge. The provision of Maintenance includes all Upgrades for the On-premise Software to make the Software current, provided that Adobe's obligations under this section with respect to each major version (defined by a x.0 version number) of a specific On-premise Software product shall continue for a period of time that upgrades for such version of the product are generally made available to customers of Adobe. Any Fix Releases provided to Customer pursuant to this Agreement will only be for the current version of each On-premise Software product.

**2. Software License for Upgrades and Updates.** Customer acknowledges that any and all releases provided by Adobe, whether Fix Releases, or new or Upgrade copies of the complete On-premise Software are for replacement of the copies of the On-premise Software previously licensed to Customer and are not provided as additional copies. Copies of the On-premise Software that are replaced must be destroyed. Notwithstanding the foregoing, the use of any Upgrade provided hereunder shall be governed by the updated license use and restriction terms in the applicable end user license agreement, if any. Customer's receiving any Fix Releases, updates or Upgrades shall not increase the number of copies of the On-premise Software licensed to Customer.

**3. Annual Support Fee/ Initial Term and Renewals.**

3.1 **Term.** The initial term for Maintenance and Support Services is one (1) year, unless otherwise provided in the Sales Order (the "Initial Term"). If Adobe generally makes renewals for such Maintenance and Support Services available to its customers, Adobe will provide Customer with a renewal reminder in advance of expiration of the then-current term for Maintenance and Support Services, so that Customer can order a further one year period for Maintenance and Support Services. Renewal terms after the Initial Term are optional, unless provided otherwise in a Sales Order. If Customer desires to renew, Adobe shall invoice Customer for the next renewal term. If Maintenance and Support Services lapse, Customer may be subject to additional fees, to cover the lapsed period, prior to the reinstatement of Maintenance and Support Services.

3.2 **Renewals.** Customer may elect to renew Maintenance and Support Services for any On-premise Software, provided Maintenance and Support Services are generally made available by Adobe for the that version of On-premise Software then held by Customer. If Customer so elects, the renewal Annual Support Fee is determined as follows:

- (A) For the first renewal term, the initial Annual Support Fee increased by three percent (3%),
- (B) For the second through the fourth renewal terms, the Annual Support Fee for immediately preceding renewal term increased by three percent (3%), and
- (C) For the fifth and subsequent renewal term(s), the lesser of twenty percent (20%) of the then-current List Price for the software or the Annual Support Fee for the immediately preceding renewal term

increased by the applicable Consumer Price Index (CPI), for the twelve-month period preceding the renewal date, however, in no event shall the amount be less than the Annual Support Fee paid for the prior year for the On-premise Software covered by the applicable renewal.

4. **Right to Discontinue or Modify Services.** The Adobe software for which Platinum Maintenance and Support is available is listed at <http://www.adobe.com/support/products/enterprise/eol/index.html>. Customer acknowledges that Adobe has the right to discontinue the manufacture and development of any of the On-premise Software and the Support for that Software, including the distribution of older On-premise Software versions, at any time in its sole discretion, provided that Adobe agrees not to discontinue the support for that On-premise Software during the then current annual term of this Agreement, subject to the termination provisions herein. If Adobe discontinues the manufacture and support for particular On-premise Software, Support Services for any remaining On-premise Software covered by this PDM during the same annual period shall not be adversely affected; provided however, Adobe reserves the right to alter the Support Services, from time to time, using reasonable discretion but in no event shall such alterations made during the then current annual term result in: (a) diminished support from the level of support set forth herein; (b) materially diminished obligations for Adobe; or (c) materially diminished rights of Customer. Adobe shall provide Customer with sixty (60) days prior written notice of any material changes to the Support Services contemplated herein.
5. **Extended Support.** If the version of an On-premise Software program licensed by Customer reaches end of life, Customer may elect to purchase extended support ("Extended Support") for a maximum period of another two (2) years from the end of life date, provided that Extended Support is available for that version of the Program. If Customer elects to purchase Extended Support, the annual support fee for the first year will be an additional 25% of the annual support fee for the then-current renewal term. If extended support is renewed, the renewal fee will be the annual support fee paid for the prior year increased by the applicable Consumer Price Index (CPI) for the twelve-month period preceding the renewal date.
6. **Decommissioning.** When buying Maintenance and Support Services and the customer has multiple copies of one product, if Customer chooses at its option to renew Maintenance and Support, Customer must purchase Maintenance and Support Services on one hundred percent (100%) of those licenses. If Customer wishes to renew Support Services on a lesser number of licenses, Customer must secure written approval from Adobe and will be subject to Adobe's policies on documenting decommissioned licenses.

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7. **Additional Definitions.** Unless otherwise defined herein, capitalized terms will have the meanings ascribed to them in the corresponding Adobe General Terms.
    - 7.1 **"Fix Release"** means releases designated by Adobe as third digit releases (e.g., 4.2.2 to 4.2.3). Fix Releases are not considered upgrades for the purposes of this Agreement, and must be requested by Customer.
    - 7.2 **"Service Request"** means an error or question reported to Adobe by one of Customer's Technical Support Contacts based on a material failure of the On-premise Software to conform to the published product specifications.
    - 7.3 **"Upgrade"** means those versions of the On-premise Software products that Adobe, at its discretion, deems to be logical improvements or extensions to the On-premise Software products and that have been released for general commercial distribution. In particular, upgrades are designated point releases by Adobe (e.g., 4.2 to 4.3 or 4.3 to 5.0 if 5.0 is the next version release in the series).