



PSLT – Adobe Workfront (2023v1)

- 1. License Scope.** Notwithstanding anything to the contrary in the Agreement, Customer may assign Users and give access to the On-demand Services to Customer's affiliate companies, partners, vendors and customers, solely in their capacities as such in relation to Customer and within the scope of Customer's business projects or environment, with Customer being responsible for their acts and omissions.
- 2. Data Retention.** During the License Term, Customer Data and Customer Content stored in the On-demand Services will be retained during the License Term until deleted by Customer, subject to Customer's overall storage limits, as detailed in the applicable Sales Order.
- 3. Over-Usage Charges.** If Customer deploys more than the purchased license quantity ("Baseline"), Adobe may bill in arrears 100% of the true-up fees ("Over-Usage Charges"). Over-Usage Charges are determined by multiplying the fee per license at the rate stated in the Sales Order by the Annual Average Over-Deployment Count. Over-Usage Charges shall be calculated and billed annually on the anniversary of the contract period start date. For subsequent annual periods remaining under the contract term, the Baseline will be increased to reflect the most recent Annual Average Over-Deployment Count and the Customer will be billed for the increase in Baseline license count at the standard license rate. The highest total number of licenses over-deployed above the Baseline on any given day during the month is the "Monthly High-water Mark." The "Annual Average Over-Deployment Count" means a license count calculated by (i) summing up the Monthly High-water Mark for each of the most recent 12 Months of the applicable annual term, and (ii) dividing the sum by 12 (prorating accordingly if necessary). In addition, if Customer has purchased Workfront Fusion, Adobe may, on an annual basis, bill in arrears for additional Fusion Add-Ons if Customer's operations in any month exceed the operations permitted under Customer's purchased Fusion Add-Ons. Auto-upgrades, as defined in the Workfront Product Description, shall not apply toward license count when calculating the Annual Average Over-Deployment Count or determining an increased Baseline.
- 4. Support.** If Customer has purchased the legacy Workfront Team or Workfront Professional licenses, notwithstanding anything to the contrary in the Agreement, support will only be available to Customer Monday through Friday from 6:00 AM to 6:00 PM (Mountain Time in the Americas; Greenwich Time in Europe, the Middle East, and Africa; and Australian Eastern Time in APAC), excluding national holidays and Adobe designated holidays.
- 5. Beta.** This section is only applicable if Customer elects, in its sole discretion, to participate in a Workfront Beta Program ("Beta Program") during the License Term. Beta Programs are available to participating customers and allow early access to services and or functionality at no additional charge, in exchange for user feedback. Access to a Beta Program is limited to the duration of the applicable program and may be designated as early access, early preview, alpha, beta, pilot, limited release, or by a similar description. Customer support services, availability, and service warranties, as described in the Agreement, do not apply to Beta Programs accessed through Customer's preview environment, and Customer accepts all liability associated with use of such Beta Programs. All warranties and services levels will apply for Beta Programs accessed through the Customer's production environment, but Workfront reserves the right to remove access to the functions of such Beta Programs at any time.