



# SERVICE LEVEL EXHIBIT

## SERVICE LEVEL EXHIBIT – Adobe Target Standard, Adobe Target Premium and Adobe Search&Promote (Effective 26 April 2019)

### 1. SPECIFIC TERMS

1.1 **General.** This is an exhibit to the Services Level Agreement and terms that are not defined herein are defined in the Agreement.

1.2 **Covered Services.** Covered Services means: Adobe Target Standard, Adobe Target Premium, and Adobe Search&Promote.

#### 1.3 **Adobe Target Standard and Adobe Target Premium – Uptime**

A. Available / Availability of the Covered Services means when Adobe’s or its third-party monitoring services indicate that the Customer has access to the online user interface for the Covered Services.

B. Minimum Uptime Percentage: 99.5%

C. Service Credits:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 95.0% but < 99.5%	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
< 90.0%	25% of Monthly Fees

#### 1.4 **Adobe Target Standard and Adobe Target Premium – Internal Response Time**

A. Internal Response Time for Transactions Included does not exceed 500 milliseconds, as measured by Adobe.

B. Additional Definitions:

- a. “Internal Response Time” means the time recorded from the moment upon which a message containing Transaction information has been received at the first component of the Service Delivery Path to the moment that the last component of the Service Delivery Path (“Adobe Target Load Balancer”), sends a responding message to the Customer, excluding Excluded Minutes.
- b. “Internal Response Time Percentage” means  $(\text{Transactions Included} / \text{Total Number of Completed Transactions}) * 100$ .
- c. “Service Delivery Path” means the components of Adobe’s internal network facilities (the “Network”) that are required to deliver the Covered Service, including without limitation, the primary Adobe applications, the underlying Adobe operating system, the Network connectivity, any Adobe software and hardware required to support these Adobe components, beginning at the Adobe Target Load Balancer.

- d. "Total Number of Completed Transactions" means Transactions Included that completed successfully without error in the applicable Calendar Month.
- e. "Transactions Included" means the Total Number of Completed Transactions less Transactions Excluded.
- f. "Transactions Excluded" means the Transactions in the applicable Calendar Month: whose Internal Response Time exceeded 500 milliseconds, as measured by Adobe and Transactions that are not production traffic on Adobe infrastructure (e.g., QA environment, load tests, etc.).
- g. "Transaction" means the single message sent, as part of a standard client-side request in a client-side implementation, or a single API call if a server-side implementation, to the Network, in connection with Customer's use of the Covered Services and the return message from the Network in response. If the Target batch API is used, each individual call within the batch constitutes as a separate Transaction. APIs that are not used for delivery of content (e.g., administrative APIs) do not constitute a Transaction under this Service Level Exhibit.

C. Minimum Internal Response Time Percentage: 99.5%

D. Service Credits:

<u>Internal Response Time Percentage:</u>	<u>Service Credit %:</u>
≥ 95.0% but < 99.5%	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	25% of Monthly Fees

### 1.5 Search&Promote

A. Availability of the Covered Services for Search&Promote means the ability for Adobe servers to receive requests, serve content pursuant to such requests, and the ability for Customer to access the Adobe online user interface for Search&Promote.

B. Minimum Uptime Percentage: 99.5%.

C. Service Credits

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 95.0% but < 99.5%	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
< 90.0%	25% of Monthly Fees

## 2. NOTIFICATION PROCESSES

A. Maintenance Notification Process for Section 2: Adobe will post notices regarding maintenance outages at <https://status.adobe.com>.

B. Notification Process for Section 3.1: Customer must notify its Adobe account manager.