



# SERVICE LEVEL EXHIBIT

## SERVICE LEVEL EXHIBIT – AEM Managed Services (Effective 6 September 2016)

### 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 Service(s) means the Managed Services components of the specific AEM Managed Services offering(s) licensed by Customer.

### 1.3 **Availability of the Covered Services: Publish and Dispatcher Instances for the Production Phase.**

- A. Available / Availability means when Adobe’s or its third-party monitoring services indicate that the Production Phase is capable of receiving, processing, and responding to requests.
- B. Minimum Uptime Percentage means the percentage set forth in the SKU description for the Covered Service, as detailed in the Sales Order and Documentation.

#### C. Service Credits:

##### a. For a 99.5% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 98.0% but < 99.5%	10% of Monthly Fees
≥ 95.0% but < 98.0%	15% of Monthly Fees
<95.0%	25% of Monthly Fees

##### b. For a 99.9% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 99.0% but < 99.9%	10% of Monthly Fees
≥ 98.0% but < 99.0%	15% of Monthly Fees
<98.0%	25% of Monthly Fees

##### c. For a 99.95% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 99.5% but < 99.95	10% of Monthly Fees
≥ 98.0% but < 99.5%	15% of Monthly Fees
<98.0%	25% of Monthly Fees

##### d. For a 99.99% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 99.9% but < 99.99	10% of Monthly Fees
≥ 99.0% but < 99.9%	15% of Monthly Fees
<99.0%	25% of Monthly Fees



# SERVICE LEVEL EXHIBIT

## 1.4 Availability of the Covered Services: Author Instances for the Production Phase.

- A. Available / Availability means when Adobe’s or its third-party monitoring services indicate that the Production Phase is capable of receiving, processing, and responding to requests.
- B. Minimum Uptime Percentage means the percentage set forth in the SKU description for the Covered Service, as detailed in the Documentation.
- C. Service Credits:

- a. For a 99.5% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 98.0% but < 99.5%	10% of Monthly Fees
≥ 95.0% but < 98.0%	15% of Monthly Fees
< 95.0%	25% of Monthly Fees

- b. For a 99.9% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 99.0% but < 99.9%	10% of Monthly Fees
≥ 98.0% but < 99.0%	15% of Monthly Fees
< 98.0%	25% of Monthly Fees

## 1.5 Availability of the Covered Services: Publish, Author and Dispatcher Instances for the Pre-Production Phase (relates exclusively to the Pre-Production Phase components of the 99.99% Minimum Uptime Percentage offering, as detailed in the Documentation).

- A. Available / Availability means when Adobe’s or its third-party monitoring services indicate that the Pre-Production Phase is capable of receiving, processing, and responding to requests.
- B. Minimum Uptime Percentage means the percentage set forth in the SKU description for the Covered Service, as detailed in the Documentation (relates exclusively to the Pre-Production Phase components of the 99.99% Minimum Uptime Percentage offering, as detailed in the Documentation).
- C. Service Credits:

- a. For a 99.0% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 95.0% but < 99.0%	10% of Monthly Fees



# SERVICE LEVEL EXHIBIT

≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	25% of Monthly Fees

- 1.6 **Maintenance Notification Process.** Adobe will performance maintenance on the Covered Services during Adobe’s standard maintenance windows, currently (as of the Effective Date) occurring between 8:00 PM Pacific Time and 12:00 AM Pacific Time each Friday, or at such other time as identified in the applicable Runbook. Adobe may perform maintenance on some or all of the Managed Services in order to upgrade hardware or software that operates or supports the Managed Services, implement security measures, or address any other issues it deems appropriate for the continued operation of the Managed Services.