



SERVICE LEVEL EXHIBIT

SERVICE LEVEL EXHIBIT – Adobe Campaign Managed Services (Effective: 29 Aug 2017)

1 SPECIFIC TERMS

1.1 **General.** This service level exhibit (“Exhibit”) is an exhibit to the Services Level Agreement (“Master SLA”) and terms that are not defined herein are defined in the Master SLA.

1.2 **Covered Services.** Covered Services means the Adobe Campaign Managed Services.

2 Service Availability.

2.1 **Definition.** Available / Availability of the Covered Services means when Adobe’s or its third party monitoring services indicate that Adobe servers can receive and respond to requests.

2.2 **Minimum Uptime Percentage.** The Minimum Uptime Percentage for the Covered Services is 99.5%.

3 Availability Service Credits.

<u>Uptime Percentage:</u>	<u>Service Credit:</u>
≥ 95% but < 99.5%	10%
≥ 90% but < 95%	15%
<90%	25%

4 Mirror Page Availability.

4.1 **Definition.** Available / Availability of the Covered Services means when Adobe’s or its third party monitoring services indicate that Mirror Pages are served within 3 seconds of receiving a request.

4.2 **Minimum Uptime Percentage.** The Minimum Uptime Percentage for the Covered Services is 99.5%.

4.3 Mirror Page Availability Service Credits.

<u>Uptime Percentage:</u>	<u>Service Credit:</u>
≥ 95% but < 99.5%	10%
≥ 90% but < 95%	15%
<90%	20%

5 Notification Process.

5.1 Maintenance Notification Process for Section 2 of the Master SLA: Customers may check the status of the Covered Services by visiting status.adobe.com.

5.2 Notification Process for Section 3.1 of the Master SLA: Customer should file a support ticket at <http://helpx.adobe.com/marketing-cloud/contact-support.html> or call or email Customer Care.

6 Other.

6.1 **Excluded Minutes.** For purposes of Section 1.5(C) of the Master SLA, if the volume of emails (or volume of requests) made to the Covered Service by Customer spikes more than 50% over the average volume of the previous three months for two consecutive months, Customer will not be

eligible for Service Credits, unless Customer and Adobe have a prior written agreement in place for Adobe to accommodate such spikes in demand.

- 6.2 **Maintenance.** Notwithstanding anything to the contrary in the Master SLA, Adobe will use commercially reasonable efforts to schedule maintenance during hours other than during 9am-5pm in Customer's Local Time Zone.
- 6.3 **Staging Instance.** Adobe will not be responsible for any failure or Downtime of the Covered Services on a Staging Instance.
- 6.4 **Sufficient Infrastructure.** Customer's must license enough Dedicated Servers to handle Customer's volume of communications and interactions in connection with the On-demand Services, else this Service Level Exhibit will not apply.

7 Definitions

- 7.1 **"Bounces"** mean those undeliverable email communications that are sent to valid addresses but excluding those email communications that are undeliverable due to SMTP error codes 5xx and those emails that are sent while the Covered Services are processing Customer's database (including the import of external files).
- 7.2 **"Local Time Zone"** means the time zone in the corresponding city as determined by the address provided by Customer in the applicable Sales Order: (i) US addresses will use Mountain Time; (ii) EMEA addresses will use Paris Time; and, (iii) APAC addresses will use Noida Time.
- 7.3 **"Mirror Page"** means the duplicative version of an email communication that is displayed in its entirety as a web page within a web browser when the original image cannot be populated.