



SERVICE LEVEL EXHIBIT – Adobe Audience Management (Effective 9 March 2015)

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 Audience Management.

1.3 **User Interface**

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

B. Minimum Uptime Percentage: 99%

C. Service Credits:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 95.0% but < 99.0%	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	25% of Monthly Fees

1.4 **API**

A. Availability of the Covered Services – API. Available / Availability means when Adobe’s or its third-party monitoring services indicate that Customer is able to use the Covered Service’s REST application programming interface to write programs to manage or access all of the following: data sources, folders, traits, segments, derived signals, destinations, algorithmic models, users, permissions, reporting numbers, impression delivery events, segmentation events and conversion events.

B. Minimum Uptime Percentage: 99%

C. Service Credits:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 95.0% but < 99.0%	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	25% of Monthly Fees

1.5 Data Collection Servers

- A. Availability of the Covered Services – Data Collection Servers. Available / Availability means when Adobe’s or its third-party monitoring services indicate that the Covered Service’s data collection servers are operational enough to record the following data collection events from the Adobe Audience Management data collection libraries deployed on client websites, applications, or devices: page view events, impression delivery events, segmentation events, and conversion events.
- 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

1.6 Internal Response Time

- A. Internal Response Time for the Covered Services. 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 sends a responding message to the Customer, excluding Permitted Downtime.
 - i. Additional Definitions:
 - 1. “Network” means Adobe’s internal network facilities that host the Covered Services and related software.
 - 2. “Service Delivery Path” means the components of the Network that are required to deliver the Covered Service, including, without limitation, the primary Adobe applications, the underlying Adobe operating systems, the network connectivity, any Adobe software and hardware required to support these Adobe components.
 - 3. “Transaction” means the single message sent, as part of a standard Covered Service server call request, to the Network in connection with Customer’s use of the Covered Service and the return message from the Network in response. API calls do not constitute a transaction covered by this section 1.6 (Internal Response Time).

B. Internal Response Time for Transactions: Internal Response Time for Transactions will not exceed an average of 150 milliseconds per calendar month for public and secure areas of the Covered Services, as measured by Adobe.

C. Service Credits:

<u>Average Milliseconds per Calendar Month:</u>	<u>Service Credit %:</u>
> 150 but ≤ 200	10% of Monthly Fees
≥ 201 but ≤ 250	15% of Monthly Fees
≥251	25% of Monthly Fees

1.7 **Notification Processes**

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

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