February 12, 2024

Brad Richards
Tarrant County Purchasing
100 E. Weatherford, Ste 303
Fort Worth, Texas 76196

Dear Brad,

RE: Adobe Contract Number 01095325

This letter serves as a formal justification for the sole source procurement of proprietary and patented Adobe software for the continued operation and management of the Tarrant County website. There are no other service providers, resellers or partners that can manage the Adobe on-demand, managed services, or cloud services that facilitate the operation of the county website (https://www.tarrantcountytx.gov/). These services are offered to support the requirements of the County of Tarrant, are published by and available only through Adobe Inc., or its applicable subsidiary ("Adobe").

Best Regards,

Caroline Cerf

Adobe, Inc.
By: Caroline Cerf
Title: Manager, Enterprise Sales
Date: February 12, 2024

Adobe Sales Order

Customer	COUNTY OF TARRANT
Deal Registration ID	DR3580151
Currency	USD

Adobe Inc.

Products and Services Pricing Detail:

Adobe On-demand Services

Except as otherwise specified in this Sales Order, these On-demand Services terminate on the identified License Term End Date. Support Services are <u>attached</u> as Exhibit A.

Base Year

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric/Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
1	38055798	AEM FORMS:OD AUTO FORMS CONVERSION	Total in Advance	1	Each Per Year	01-Mar-2024	28-Feb-2025	0.00	0.00
2	38056897	AEM: CLOUD SERVICE SANDBOX FOR AEM MS	Annually in Advance	1	Each Per Year	01-Mar-2024	28-Feb-2025	0.00	0.00
3	38053546	ANALYTICS PRIME:OD	Annually in Advance	6	Million SERVER CALLS Per Month	01-Mar-2024	28-Feb-2025	634.42	45,678.24

Option Year 1

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric/Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
4	38055798	AEM FORMS:OD AUTO FORMS CONVERSION	Total in Advance	1	Each Per Year	01-Mar-2025	28-Feb-2026	0.00	0.00
5	38056897	AEM: CLOUD SERVICE SANDBOX FOR AEM MS	Annually in Advance	1	Each Per Year	01-Mar-2025	28-Feb-2026	0.00	0.00
6	38053546	ANALYTICS PRIME:OD	Annually in Advance	6	Million SERVER CALLS Per Month	01-Mar-2025	28-Feb-2026	685.17	49,332.24

Option Year 2

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric/Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
7	38055798	AEM FORMS:OD AUTO FORMS CONVERSION	Total in Advance	1	Each Per Year	01-Mar-2026	28-Feb-2027	0.00	0.00
8	38056897	AEM: CLOUD SERVICE SANDBOX FOR AEM MS	Annually in Advance	1	Each Per Year	01-Mar-2026	28-Feb-2027	0.00	0.00
9	38053546	ANALYTICS PRIME:OD	Annually in Advance	6	Million SERVER CALLS Per Month	01-Mar-2026	28-Feb-2027	739.98	53,278.56

AEM FORMS:OD AUTO FORMS CONVERSION
 Customer must not upload, submit, or convert Documents that include prefilled data fields to the On-demand Services, and, in addition, must not transmit, provide, or otherwise make available to Adobe via the On-demand Services any Prohibited Data, alone or in combination with other data. Adobe may use, copy, index, model, aggregate (including with other customers' data) Customer Content for the sole purpose of developing or improving the quality of form conversion in the On-demand Services. "Document" means an electronic or printed file that is processed or generated by AEM Forms, including Documents that contain data fields where data may be entered and saved. "Prohibited Data" means data which would allow Adobe to directly identify a specific natural person (rather than their device), such as their telephone number, email address, government issued identification number, name, postal address.

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AEM: CLOUD SERVICE SANDBOX FOR AEM MS

AEM as a Cloud Service Sandbox for Managed Service (Sandbox) may be used to deploy a disposable instance of an AEM as a Cloud Service development environment for non-production use cases only. The AEM as a Cloud Service development environment includes up to 200 gigabytes of storage. Customer may not use a Sandbox to deploy stage or production environments. A Sandbox will be made operational for 90 days after being deployed by Customer and availability will be extended by 30-day increments when the Sandbox is in use. If, at the end of the 90-day operational period or at the end of a 30-day extension period, use logs indicate that a Sandbox has not been used in the last 14 days, the Sandbox may be shut down. If a Sandbox is shut down, Customer may deploy a new Sandbox during the License Term. Sandboxes and the included development environment are not provided under the Minimum Uptime Percentage of AEM Managed Services. Sandboxes are not HIPAA-ready or FedRAMP-ready and must not be used in conjunction with data or processes requiring HIPAA or FedRAMP protections.

ANALYTICS PRIME:OD

Fees associated with Adobe Analytics Prime Primary Server Calls in excess of the Annual Primary Server Call commitment shall be billed @ 634.42 USD CPMM in the Base Year, 685.17 USD CPMM in Option Year 1, and 739.98 USD CPMM in Option Year 2. These fees shall be assessed at the close of each License Term End date (28 February 2025, 28 February 2026 and 29 February 2027) and shall be based on if the Customer exceeded the total Annual Quantity of 72 Million Server calls for the preceeding 12 month term. In the event that Customer does not have a Secondary Server Call Commitment, any Secondary Server Calls generated by Customer shall be billed at 100% of the Primary Server Call Overusage rate set forth above. Such fees are billed monthly in arrears as incurred.

Adobe Managed Services

Except as otherwise specified in this Sales Order, these Managed Services terminate on the identified License Term End Date. Support Services are <u>attached</u> as Exhibit A.

Base Year

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric/Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
10	38054739	AEM ASSETS:MS FOR SITES/FORMS CUSTOMERS	Annually in Advance	1	Each Deployment Per Year	01-Mar-2024	28-Feb-2025	31,568.96	31,568.96
11	38054721	AEM FORMS:MS FOR SITES/ASSETS 99.9+	Annually in Advance	1	Each Deployment Per Year	01-Mar-2024	28-Feb-2025	80,244.18	80,244.18
12	38054704	AEM SITES:MS ENTERPRISE 99.9%	Annually in Advance	1	Each BASE Per Year	01-Mar-2024	28-Feb-2025	410,765.52	410,765.52
13	38055792	AEM:MS DEV/QA	Annually in Advance	3	Each INSTANCE Per Year	01-Mar-2024	28-Feb-2025	21,100.54	63,301.62

Option Year 1

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric/Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
14	38054739	AEM ASSETS:MS FOR SITES/FORMS CUSTOMERS	Annually in Advance	1	Each Deployment Per Year	01-Mar-2025	28-Feb-2026	34,094.48	34,094.48
15	38054721	AEM FORMS:MS FOR SITES/ASSETS 99.9+	Annually in Advance	1	Each Deployment Per Year	01-Mar-2025	28-Feb-2026	86,663.71	86,663.71
16	38054704	AEM SITES:MS ENTERPRISE 99.9%	Annually in Advance	1	Each BASE Per Year	01-Mar-2025	28-Feb-2026	443,626.76	443,626.76
17	38055792	AEM:MS DEV/QA	Annually in Advance	3	Each INSTANCE Per Year	01-Mar-2025	28-Feb-2026	22,788.58	68,365.74

Option Year 2

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric/Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
18	38054739	AEM ASSETS:MS FOR SITES/FORMS CUSTOMERS	Annually in Advance	1	Each Deployment Per Year	01-Mar-2026	28-Feb-2027	36,822.04	36,822.04
19	38054721	AEM FORMS:MS FOR SITES/ASSETS 99.9+	Annually in Advance	1	Each Deployment Per Year	01-Mar-2026	28-Feb-2027	93,596.81	93,596.81
20	38054704	AEM SITES:MS ENTERPRISE 99.9%	Annually in Advance	1	Each BASE Per Year	01-Mar-2026	28-Feb-2027	479,116.90	479,116.90
21	38055792	AEM:MS DEV/QA	Annually in Advance	3	Each INSTANCE Per Year	01-Mar-2026	28-Feb-2027	24,611.67	73,835.01

AEM FORMS:MS FOR SITES/ASSETS 99.9+

If Customer exceeds its annual Form Submission or Document Rendering allocation by 10% or more, Customer must license additional Form

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Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric/Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees

Submission or Document Rendering capacity in a quantity that equals or exceeds the prior year's Form Submission or Document Rendering (whichever exceeded the prior year's allocation by a larger amount) for the remainder of the License Term (including any renewals) via a Sales Order Addendum.

Creative Cloud, Document Cloud and Software

"Support" services for the Products and Services are attached as Exhibit A.

Base Year

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric/Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
22	38056875	AEM FORMS:OPT OSGI DEV LIC-MS FULFILMENT	Total in Advance	1	Each Per Year	01-Mar-2024	28-Feb-2025	0.00	0.00
23	38056873	AEM:OPT DEV LICENSE FOR MS FULFILLMENT	Annually in Advance	1	Each Per Year	01-Mar-2024	28-Feb-2025	0.00	0.00

Option Year 1

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric/Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
24	38056875	AEM FORMS:OPT OSGI DEV LIC-MS FULFILMENT	Total in Advance	1	Each Per Year	01-Mar-2025	28-Feb-2026	0.00	0.00
25	38056873	AEM:OPT DEV LICENSE FOR MS FULFILLMENT	Annually in Advance	1	Each Per Year	01-Mar-2025	28-Feb-2026	0.00	0.00

Option Year 2

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric/Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
26	38056875	AEM FORMS:OPT OSGI DEV LIC-MS FULFILMENT	Total in Advance	1	Each Per Year	01-Mar-2026	28-Feb-2027	0.00	0.00
27	38056873	AEM:OPT DEV LICENSE FOR MS FULFILLMENT	Annually in Advance	1	Each Per Year	01-Mar-2026	28-Feb-2027	0.00	0.00

Summary of Fees

Base Year Fees	631,558.52
Option Year 1	682,082.93
Option Year 2	736,649.32

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Sales Order Terms and Conditions
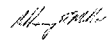
1. All Products and Services listed in the Products and Services Pricing Detail section above are provided under the following terms and conditions:

   1.1 the most recent Adobe Enterprise Licensing Terms, available here and attached hereto as Attachment A: https://www.adobe.com/legal/terms/enterprise-licensing.html and consisting of:

   A. the General Terms;

   B. the applicable Product Specific Licensing Terms ("PSLTs"); and

   1.2 this Sales Order

   (collectively, the "**Agreement**").

2. Customer agrees to purchase the Products and Services set out in the Products and Services Pricing Detail section. The offer described in this Sales Order is contingent upon Customer's execution and return of this Sales Order no later than 1 March 2024 (unless countersigned by Adobe).

3. Support Services are <u>attached</u> as Exhibit A.

4. Adobe Inc has updated its the Data Protection Terms (DPT) to address the requirements of the California Privacy Rights Act (CPRA) and other U.S. state privacy laws and regulations (altogether, "U.S. State Privacy Laws"). The updated DPT is <u>attached</u> as Exhibit B and will apply only to data that underlies the U.S. State Privacy Laws and reflects Adobe Inc's role and responsibilities as a service provider/processor.

5. License Renewal Fees. If any Products and Services in this Sales Order are eligible for renewal, the fees for each renewed License Term will be the fees then in effect as of the first day of the renewed License Term. Renewals are contingent on the applicable Products or Services continuing to be offered by Adobe as generally available (GA) solutions not designated for end-of-life or end-of-support at the time of renewal.

6. All fees will be invoiced beginning on the applicable Start Date in accordance with the Billing Cycle, as noted in the Products and Services Pricing Detail section. Payment terms are net 30 days and will be measured from the date of invoice.

7. Purchase Order ("PO") required? Yes. If a PO is required by Customer, it must be delivered to Adobe on the Effective Date of the Sales Order, or promptly thereafter. If the PO is not received by Adobe on the Effective Date of the Sales Order, or promptly thereafter, or is not required by Customer, then the Adobe Contract Number and/or the Deal Registration Number will be referenced on the Adobe invoice. Payment due date(s) will not be extended by any delays in issuing a PO.

8. For the sake of clarity, Customer is licensing the following instances:

Tarrant County Environment	Instance	Adobe Contract Terms
DEV	Author	NON PROD DEV QA
	Dispatcher	Development (QA) Instance (page 44)
	Publisher	AEM:MS Dev/QA
PRODUCTION	Author	Production (page 40)
	Dispatcher1	
	Dispatcher2	
	Publish1	
	Publish2	
QA Stage	Author	Stage Instances (page 40)
	Dispatcher1	
	Dispatcher2	
	Publish1	
	Publish2	

By signing below, each Party acknowledges that it has carefully read, fully understands, and agrees to the terms of this Agreement. This Agreement becomes effective upon the date of last signature (the "**Effective Date**"). Each of the individuals signing this Agreement represents that they have the authority to bind their respective Party to its terms.

Adobe Inc. (ADUS)
345 Park Avenue, San Jose CA 95110, United States

/s/ Anthony Miller

Authorized Signature

Anthony Miller

Print Name

Manager, Order Management

Title

Feb 7, 2024

Date

COUNTY OF TARRANT
PLAZA 200 TAYLOR STREET,
FORT WORTH, TX 76102 UNITED STATES

Authorized Signature

Print Name

Title

Date

Purchase Order Number:
ECC ID Number: 0001456328

Instructions for Signed Agreements

North America

End User: 1456328	Bill-To: 0001456328	Ship-To: 1456328
COUNTY OF TARRANT PLAZA 200 TAYLOR STREET FORT WORTH, TX, 76102 UNITED STATES	COUNTY OF TARRANT PLAZA 200 TAYLOR STREET FORT WORTH, TX, 76102 UNITED STATES	COUNTY OF TARRANT PLAZA 200 TAYLOR STREET FORT WORTH, TX, 76102 UNITED STATES
	Invoicing Contact Name: Contact Email: itinvoices@tarrantcounty.com	Customer Admin Name: Mike Webb Contact Email: mawebb2@tarrantcounty.com

1. **DEFINITIONS**

   1.1   **"Adobe"** means one or both of the following:

   (A) If the Products and Services are licensed in the United States (including its territories and possessions and military bases wherever located), Canada, or Mexico: Adobe Inc., located in San Jose, California.

   (B) If the Products and Services are licensed in any other country(ies): Adobe Systems Software Ireland Limited, located in Ireland.

   1.2   **"Adobe Partner"** means an entity that is appointed by Adobe to process orders from Customers or a reseller of Products and Services.

   1.3   **"Adobe Technology"** means technology owned by Adobe or licensed to Adobe by a third-party (including the Products and Services, Reports, software tools, algorithms, software (in source and object forms), user interface designs, architecture, toolkits, plug-ins, objects and Documentation, network designs, processes, know-how, methodologies, trade secrets, and any related intellectual property rights throughout the world), and feedback made to Adobe that are incorporated into any of the foregoing (which are hereby irrevocably assigned to Adobe), as well as any of the modifications, or extensions of the above, whenever or wherever developed.

   1.4   **"Affiliate"** means, for a Party, any other entity that controls, is controlled by, or under common control with, the Party. For the purposes of this definition, the term "control" means the direct or indirect power to direct the affairs of the other entity through at least 50% of the shares, voting rights, participation, or economic interest in this entity.

   1.5   **"Agreement"** means these General Terms, the applicable Product Specific Licensing Terms, and the Sales Order, together with any exhibits included with the applicable Sales Order.

   1.6   **"Claim"** means a claim, action, complaint, or legal regulatory body, administrative or judicial proceeding filed against a Party.

   1.7   **"Computer"** means a virtual or physical device for storing or processing data, such as servers, desktop computers, laptops, mobile devices and hardware products. Where a device contains more than one virtual environment (including virtual machines and virtual processors), each virtual environment will be counted as a separate Computer.

   1.8   **"Confidential Information"** means non-public or proprietary information about a disclosing Party's business related to technical, commercial, financial, employee, or planning information that is disclosed by the disclosing Party to the other Party in connection with this Agreement, and (A) is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (B) is not identified as confidential at the time of disclosure, but is by its nature confidential or the receiving Party knows, or ought reasonably to know, is confidential (which may include Customer Content). Any Adobe Technology and the terms and conditions of this Agreement will be deemed Confidential Information of Adobe without any marking or further designation.   Any

Customer Data will be deemed Confidential Information of Customer without any marking or further designation. "Confidential Information" does not include information that: (1) has become public knowledge through no fault of the receiving Party; (2) was known to the receiving Party, free of any confidentiality obligations, before its disclosure by the disclosing Party; (3) becomes known to the receiving Party, free of any confidentiality obligations, from a source other than the disclosing Party; (4) is independently developed by the receiving Party without use of Confidential Information or (5) is required to be disclosed under the Texas Public Information Act.

1.9   **"Customer"** means the entity identified in the Sales Order as "Customer" or otherwise identified in the Sales Order as the end user customer.

1.10   **"Customer Content"** means any material, such as audio, video, text, or images, that is imported into the On-demand Services or Managed Services by or on behalf of Customer in connection with Customer's use of the Products and Services, including for collaboration, content delivery, digital publishing, targeted advertising, or indexing.

1.11   **"Customer Data"** means any information that is imported by or on behalf of Customer into the On-demand Services or Managed Services from Customer's internal data stores or other third-party data providers, or is collected via the Distributed Code, in connection with Customer's use of the Products and Services.

1.12   **"Customer Site"** means any current or future website or application that is owned and operated by Customer, or is hosted or operated by a third-party or Adobe on Customer's behalf, and that contains a privacy policy or terms of use governing data collection practices that Customer controls.

1.13   **"Data Privacy Claim"** means a Claim arising from (a) a Party's failure to comply with the applicable data security and privacy laws as clarified by the roles, responsibilities and obligations set forth in the applicable Data Protection Terms or (b) Customer's failure to comply with section 4.4 (Third-Party Providers) or Customer's terms of use and privacy policy.

1.14   **"Data Protection Terms"** means the applicable Data Protection Terms or E.U. Data Processing Agreement found at https://www.adobe.com/legal/terms/enterprise-licensing/data-protection.html or as otherwise agreed by the Parties.

1.15   **"Distributed Code"** means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by Adobe for use of the On-demand Services or Managed Services.

1.16   **"Documentation"** means the applicable technical specification and usage documentation for the Products and Services as such materials are made generally available on www.adobe.com. "Documentation" does not include any third-party content posted to https://www.adobe.com, content published in user forums hosted or moderated by Adobe, content related to any future functionality, or communications exchanged between Adobe and Customer, unless such communications are specifically incorporated by reference within the applicable Sales Order.

1.17   **"Enterprise Licensing Terms"** means these General Terms and the applicable Product Specific Licensing Terms.

1.18   **"Indemnified Party"** means (i) Customer when Adobe is the Indemnifying Party and (ii) Adobe when Customer is the Indemnifying Party.

1.19 **"Indemnified Technology"** means On-demand Services, Managed Services or On-premise Software (as applicable), paid for by Customer.

1.20 **"Indemnifying Party"** means (i) Adobe with respect to Claims (a) arising from Adobe's failure to comply with the applicable data security and privacy laws as clarified by the roles, responsibilities and obligations set forth in the applicable Data Protection Terms or (b) arising under section 8.2; and (ii) Customer with respect to Claims arising from Customer's failure to comply with (a) the applicable data security and privacy laws as clarified by the roles, responsibilities and obligations set forth in the applicable Data Protection Terms, (b) section 4.4 (Third-Party Providers); or (c) Customer's terms of use and privacy policy.

1.21 **"License Term"** means the earlier of the duration of the license for Products and Services as stated in the Sales Order, or any shorter term arising from a termination or expiration of this Agreement.

1.22 **"Managed Services"** means the technology services hosted by or on behalf of Adobe and provided to Customer as a dedicated instance, as set out in the Sales Order.

1.23 **"On-demand Services"** means the technology services hosted by or on behalf of Adobe and provided to Customer as a shared instance, as set out in the Sales Order.

1.24 **"On-premise Software"** means the Adobe software that is deployed by or on behalf of Customer on hardware designated by Customer, as set out in the Sales Order.

1.25 **"Party"** means Adobe or Customer, as applicable.

1.26 **"Products and Services"** means the On-premise Software, On-demand Services, Managed Services, or Professional Services, as set out in the Sales Order.

1.27 **"Product Specific Licensing Terms"** or **"PSLT"** means the Product Specific Licensing Terms document that describes the additional licensing terms for specific Products and Services.

1.28 **"Professional Services"** means any consulting, training, implementation, or technical services provided by Adobe to Customer, as set out in the Sales Order.

1.29 **"Report"** means any graphical or numerical display of Customer Data that contains Adobe's proprietary design, look and feel, and is generated by the On-demand Services or Managed Services.

1.30 **"Sales Order"** means the sales order form, statement of work, or other written document for the Products and Services that is either (A) executed between Adobe and Customer; or (B) if no such documents are executed between Adobe and Customer and Customer is purchasing through an Adobe Partner, executed between Customer and the Adobe Partner.

1.31 **"Sensitive Personal Data"** means an individual's financial information, sexual preferences, medical or health information protected under any health data protection laws, biometric data (for purposes of uniquely identifying an individual), personal information of children protected under any child protection laws (such as the personal information defined under the US Children's Online Privacy Protection Act ("COPPA")) and any additional types of information included within this term or any similar term (such as "sensitive personal information" or "special categories of personal information") as used in applicable data protection or privacy laws.

1.32 **"User"** means an individual (either an employee or temporary worker of Customer) who may use or access the Products and Services on behalf of Customer.

2. PAYMENT OF FEES

This section 2 applies only if Customer orders the Products and Services directly from Adobe. If Customer orders the Products and Services from an Adobe Partner, payment terms are agreed between Customer and the Adobe Partner.

2.1 **Payment.** Customer must pay the fees according to the payment terms in the Sales Order. All invoices will only be delivered electronically to Customer. Adobe may charge interest at a monthly rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law on any overdue fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. Any fees that are unpaid as of the date of termination or expiration will be payable in accordance with the requirements of Tex. Govt. Code Chapter 2251, the "Texas Prompt Payment Act.". Customer agrees to provide clear indication within its form of payment, or emailing to sjar@adobe.com, as to which invoices payment should be applied no later than the date of payment. If Customer is not a publicly-traded corporation, upon Adobe's request, Customer will provide the necessary financial documents to allow Adobe to ascertain the credit-worthiness of Customer.

2.2 **Failure to Pay.** If Customer fails to pay any amount due under this Agreement according to the payment terms in the Sales Order (and not disputed as described in section 2.3), Adobe will send Customer a reminder notice. If Customer fails to pay within 15 days of the date of the reminder notice, Adobe may, in its sole discretion, terminate the applicable Sales Order or suspend or restrict the provision of any and all Products and Services.

2.3 **Disputes.** If Customer believes in good faith that Adobe has incorrectly billed Customer, Customer must contact Adobe in writing within 30 days of the date payment is due under the Texas Public Information Act, specifying the error. Customer must pay the undisputed portions of Adobe's invoice as required by this Agreement.

2.4 **Taxes.** Prices do not include applicable taxes. Adobe will invoice Customer for any applicable taxes, and Customer must pay these taxes. Where applicable, Customer must provide a tax-exemption claim to Adobe before placing an order. If Customer is required to withhold income taxes from its payment to Adobe, Customer agrees to send Adobe an official tax receipt within 60 days of payment to Adobe.

3. DELIVERY

On-premise Software is deemed to be delivered and accepted by Customer on the earlier of the date the On-premise Software is made available for electronic download or, physical shipment, if applicable. On-demand Services and Managed Services are deemed to be delivered and accepted by Customer on the License Term start date.

4. LICENSE AND RESTRICTIONS

4.1 **License Grant for On-demand Services and Managed Services.** Subject to the terms and conditions of this Agreement, Adobe grants Customer for its direct beneficial business purposes, during the License Term, a non-transferable, non-exclusive license, to:

(A) permit Users to access the On-demand Services and Managed Services and where applicable, Reports, through the applicable interfaces;

(B) install, implement, and use the Distributed Code on Customer Sites;

(C) develop and test Customer Customizations (as that term is defined in the applicable PSLT) to evaluate potential configurations of the On-demand Services or Managed Services; and

(D) use the On-demand Services and Managed Services in accordance with the Documentation.

Unless otherwise specifically limited in the Sales Order, User login IDs and passwords will be provided to Customer in a quantity mutually agreed upon by Customer and Adobe.

4.2 **License Grant for On-premise Software.** Subject to the terms and conditions of this Agreement, Adobe grants Customer for its direct beneficial business purposes, during the License Term, a non-transferable, non-exclusive license to:

(A) install and use the On-premise Software in accordance with the Documentation on Computers, for the platforms and quantities set out in the Sales Order; and

(B) make a reasonable number of copies of the On-premise Software for archival purposes and install and use the copies only when the primary copy has failed or is destroyed. Customer may also install copies of the On-premise Software in a disaster recovery environment, on a cold backup basis, for use solely in disaster recovery, and not for production, development, evaluation, or testing. For purposes of the prior sentence, cold backup basis means that the backup copies are completely disconnected from any use environment and not receiving automatic data updates, and those backup copies require a manual activation process to pick up the use environment load during the failure of the primary copies.

4.3 **License Conditions.** Except to the extent expressly permitted under this Agreement, Customer agrees as a condition of the licenses that it must not:

(A) use the Products and Services in (1) violation of any applicable law or regulation (including, where applicable, COPPA and FISMA), or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, publicity or intellectual property laws); or (2) a manner that would cause a material risk to the security or operations of Adobe or any of its customers, or to the continued normal operation of other Adobe customers.

(B) copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license the Products and Services;

(C) offer, use, or permit the use of the Products and Services in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third-party;

(D) attempt to interact with the operating system underlying the On-demand Services and Managed Services, or modify, create derivative works of, adapt, translate, reverse engineer (including monitoring or accessing the inputs and output flowing through a system or an application), decompile, or otherwise attempt to discover within any Adobe Technology, the source code, data representations, or underlying algorithms, processes and methods. (This restriction will not apply to the extent it limits any non-waivable right Customer may enjoy under applicable law);

(E) remove, obscure, or alter any proprietary notices associated with the Products and Services (including any notices in Reports);

(F) use any software components, modules, or other services that may be delivered with the Products and Services, but which are not licensed to Customer and identified in the Sales Order;

(G) decouple any components of the On-premise Software for use on different Computers as the On-premise Software is designed and provided to Customer for use as a single product; or

(H) share its login IDs and passwords, or allow use of the same login ID simultaneously by two or more Users, and Customer is responsible for unauthorized access to its login IDs and passwords.

Adobe reserves all other rights not expressly granted in this Agreement.

4.4   **Third-Party Providers.**   Customer is responsible for complying with any applicable terms and conditions of any third-party data, products, services, and platforms used by Customer in conjunction with the Products and Services.

4.5   **Regional Service Limitations.** Unless use in a Restricted Country is specifically authorized in the Sales Order, or the Products and Services are part of the Limited Subset of On-demand Services listed by Adobe at https://www.adobe.com/legal/terms/enterprise-licensing/rsl-ww.html or other similar country-specific licensing terms document (incorporated herein by reference), Customer is not permitted to use or allow its Users to use the On-demand Services and Managed Services in any Restricted Country. "**Restricted Country**" means mainland China, Russia and any other country where access or usage is restricted by local laws.

5.   THIRD-PARTY ACCESS

5.1   **Use by Affiliates.** Where specified in a Sales Order, Customer may allow its Affiliates to use and access the Products and Services.

5.2   **Outsourcing and Third-Party Access.** Customer may allow a third-party contractor to operate, use or access the Products and Services solely on Customer's behalf, provided such use or access is only for Customer's direct beneficial business purposes. Customer is responsible for ensuring that any third-party or Affiliate operating, using or accessing the Products and Services on Customer's behalf complies with the terms of this Agreement. Customer is responsible for and liable for the acts or omissions of such Affiliate or third-party as if they were Customer's acts or omissions.

6.   CUSTOMER CONTENT AND CUSTOMER DATA

6.1   **Ownership.** As between Adobe and Customer, Customer owns (or where applicable, must ensure it has a valid license to) the Customer Data and Customer Content, subject to Adobe's underlying intellectual property in the Adobe Technology.

6.2   **Permitted Use.**

(A) Customer grants Adobe and its Affiliates a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display Customer Data and Customer Content : (1) to the extent necessary to perform its obligations (including, but not limited to, developing, modifying, improving, supporting, customizing, and operating the Products and Services) or enforce its rights under this Agreement; or (2) where required or authorized by law.

(B)   Adobe may use, copy, transmit, index and model Customer Data and Customer Content for the purpose of (1) developing, improving or customizing the Products and Services, and (2) publishing, displaying and distributing any anonymous information (i.e., information where neither Customer nor its site visitors are capable of being identified which may be aggregated with other customers' anonymous information) derived from Customer Data and Customer Content (such as, but not limited to, web browser, screen resolution, mobile device-type information, image resolution and number of pages in a document).

6.3   **Responsibility.**

(A) Customer will conspicuously display a privacy policy that discloses Customer's privacy practices, identifies the collection, use and sharing of information gathered in connection with the Products and Services, including types of data collected, and offers an opportunity to opt out of (or opt-in if applicable law requires) the collection, use and sharing of data gathered in connection with the Products and Services.

(B) Customer retains complete control over the installation and configuration of Distributed Code, and all Customer Sites and Customer Content. Customer must comply with its privacy policy, and is responsible for ensuring that all Customer Sites used with the On-demand Services or

Managed Services and all Customer Data and Customer Content comply with all applicable laws and regulations. Customer will take reasonable steps to identify and promptly remove any Customer Data or Customer Content that violates the requirements of section 4.3(A) ("**Unlawful Content**"), in accordance with applicable laws and regulations. If there is Unlawful Content, Adobe may suspend services and remove the Unlawful Content.

(C) **Sensitive Personal Data.** Customer agrees not to collect, process, or store any Sensitive Personal Data using the On-demand Services or Managed Services. Customer agrees not to transmit, disclose, or make available Sensitive Personal Data to Adobe or Adobe's third-party providers.

(D) **Professional Services.** For Professional Services, Customer will not provide access to Customer Data to Adobe unless specifically agreed to by Adobe in writing.

6.4 **Consumer Generated Content.** If content generated by consumers of Customer is uploaded to Adobe's On-demand Services or Managed Services, the following terms apply:

(A) Adobe does not review all content uploaded to Adobe On-demand Services and Managed Services, but Adobe may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing); and

(B) Adobe may access or disclose information about Customer, its consumers, or Customer's use of the On-demand Services and Managed Services when it is required by law or regulation (such as when Adobe receives a valid subpoena or search warrant).

6.5 **Data Retention.** With respect to On-demand Services, Customer Data may be permanently deleted from Adobe's servers 25 months from the date of its collection or receipt, unless specified otherwise in the respective PSLT.

6.6 **Usage Analytics.** Adobe may develop, modify, improve, support, customize and operate its products and services based on Customer's use, as applicable, of any Products and Services.

7. CONFIDENTIALITY

7.1 **Confidentiality.** The receiving party will treat Confidential Information with reasonable care and disclose only on a need to know basis or as permitted under this Agreement. The receiving party will only use Confidential Information for the purposes of performing its obligations or as permitted under this Agreement. However, a receiving party may disclose Confidential Information: (a) if approved by the other party in writing; (b) if required by law or regulation; (c) in the event of dispute between the parties, as necessary to establish the rights of either party; or (d) as necessary to provide the Products and Services licensed by Customer. In the case of (b) and (c), the disclosing party will provide reasonable advance notice to the other party and provide reasonable assistance to limit the scope of the disclosure unless prohibited by law or regulation.

7.2 For the purpose of this section 7 (Confidentiality) and the definition of "Confidential Information", a reference to a "party" means a Party and its Affiliates. The receiving party is responsible for ensuring that its representatives and Affiliates fully comply with the obligations of the receiving party under this section.

8. INDEMNITIES

8.1 **Data Privacy Claims.**

(A) **Cooperation and Mutual Assistance.** Both Parties will co-operate in good faith to avoid and mitigate Data Privacy Claims keeping in consideration the rights of affected data subjects and the reputation and brand of each Party. Each Party agrees to mitigate its losses in relation to any such Data Privacy Claims. In the event of a Data Privacy Claim, both Parties agree to

provide each other reasonable assistance in investigating, mitigating, and resolving such Data Privacy Claim. Any information and materials exchanged or discovered in the course of investigations, mitigation and resolution will be considered Confidential Information of the disclosing Party as set forth in section 1.8(B) and may not be disclosed by the receiving Party except as permitted in section 7, Confidentiality.

(B) **Data Privacy Claims.** Adobe will defend at its expense any third-party Claim against Customer against those losses of Customer set out below in this section 8.1(B) to the extent directly attributable to a third-party Data Privacy Claim against Customer:

(1)   settlement amounts negotiated by Adobe (to the extent Adobe is permitted to settle);

(2)   damages finally awarded by a court;

(3)   administrative fines or penalties imposed by a regulatory authority;

(4)   reasonable attorney's fees,

(5)   reasonable out-of-pocket expenses associated with satisfying applicable statutory requirements related to forensic analysis, credit monitoring, and notifying affected individuals of the incident giving rise to the Data Privacy Claim, as applicable.

(C) **Exception.** Adobe will have no liability for any Data Privacy Claim to the extent such Claim arises from any act or omission of Customer that impedes or prevents Adobe's ability to comply with applicable data security and privacy laws.

8.2   **Intellectual Property Claims**

(A) **Adobe's Obligations.** Adobe will defend, at its expense, any third-party Claim against Customer made during the License Term to the extent the Claim alleges that (1) the Indemnified Technology directly infringes the third-party's patent, copyright, or trademark; or that (2) Adobe has misappropriated the third-party's trade secret ("**Infringement Claim**"). Adobe will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Adobe).

(B) **Adobe's Response.** In the defense or settlement of any Infringement Claim, Adobe may , at its sole option and expense:

(1)   procure for Customer a license to continue using the Products and Services under the terms of this Agreement;

(2)   replace or modify the allegedly infringing Products and Services to avoid the infringement; or

(3)   where (1) or (2) are not reasonably or commercially feasible, terminate Customer's license and access to the Products and Services (or its infringing part) and refund:

(a)   in the case of Products and Services licensed for a limited term, any prepaid unused fees as of the date of termination; or

(b)   in the case of On-premise Software licensed for a perpetual term, an amount equal to the pro-rata value of the On-premise Software, calculated by depreciating the fee paid by Customer for the On-premise Software on a straight-line basis using a useful life of 36 months from the date of initial delivery of the On-premise Software,

but only if Customer destroys all copies of the alleged infringing Products and Services from all computer systems on which it was stored.

(C) **Exceptions.** Adobe will have no liability for any Infringement Claim that arises from any:

(1)   use of the Products and Services in violation of this Agreement;

(2)   modification of the Products and Services by Customer (or any third-party acting on Customer's behalf);

(3)   failure by Customer to install the latest updated version of the Products and Services as requested by Adobe to avoid infringement; or

(4)   third-party products, services, hardware, software, or other materials, or combination of these with the Products and Services, if the Products and Services would not be infringing without this combination.

8.3   **Conditions.** Indemnifying Party, as applicable, will have no liability for any Claim under section 8.1 or 8.2 that arises from any failure of Indemnified Party to:

(A)   notify Indemnifying Party in writing of the Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that Indemnifying Party is prejudiced by this failure;

(B)   provide Indemnifying Party with reasonable assistance requested by Indemnifying Party for the defense or settlement (as applicable) of the Claim;

(C)   provide Indemnifying Party with the exclusive right to control and the authority to settle the Claim; or

(D)   refrain from making admissions or statements about the Claim without Indemnifying Party's prior written consent.

8.4   **Sole and Exclusive Remedy.** The remedies in this section 8 (Indemnities) are, in addition to any termination or suspension remedies expressly set forth in this Agreement, Indemnified Party's sole and exclusive remedies and Indemnifying Party's sole liability regarding the subject matter giving rise to any Claim, including any claims regarding confidentiality obligations involving Customer Data and Customer Content that may arise from an incident resulting in a Data Privacy Claim (notwithstanding anything to the contrary in section 9.3(B)).

9. LIMITATION OF LIABILITY

9.1   **Subject to section 9.3, neither Party will be liable to the other Party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages; loss of profits; loss of reputation, use, or revenue; or interruption of business. This section 9.1 does not apply to those amounts expressly recoverable by the Indemnified Party under section 8 regardless of how such amounts are classified for damages purposes.**

9.2   **Subject to section 9.3, the maximum aggregate liability of each Party for all Claims under this Agreement is limited to an amount equal to the aggregate of the fees payable by Customer under the applicable Sales Order during the 12 months before the initial Claim, provided however, each Party's maximum aggregate liability for all Claims under section 8 is limited to the greater of $3,000,000.00 or two times the aggregate of the fees payable by Customer under the applicable Sales Order.**

9.3   **Sections 9.1 and 9.2 (Limitation of Liability):**

(A)   **apply regardless of the form or source of Claim or loss, including negligence, whether the Claim or loss was foreseeable, and whether a Party has been advised of the possibility of the Claim or loss;**

(B)   **do not apply to any breach of section 7 (Confidentiality), Customer's liability for Claims arising out of use of Adobe Technology beyond the scope of any license granted under this Agreement, or Customer's failure to pay any amounts owing to Adobe under this Agreement.**

10. WARRANTIES

10.1   **Limited Warranty and Remedy for On-demand Services and Managed Services.** Adobe warrants that the On-demand Services and Managed Services, as delivered to Customer, will substantially conform to the applicable Documentation during the License Term, to the extent that the On-demand Services and Managed Services constitute Indemnified Technology. Customer must notify Adobe of a claim under this warranty within 45 days of the date on which the condition giving rise to the claim first appeared. To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be a replacement of the Distributed Code (as applicable), or if replacement is not commercially reasonable, a termination of the applicable On-demand Service or Managed Service and a refund of any pre-paid fees for the unused portion of the license (calculated at the date of termination) for the applicable On-demand Service or Managed Service.

10.2   **Limited Warranty and Remedies for On-premise Software.** Adobe warrants that the On-premise Software will substantially conform to the applicable Documentation for 120 days following the delivery of the On-premise Software, to the extent that the On-premise Software constitutes Indemnified Technology. Customer must make these warranty claims to Adobe within this 120-day period. To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be, at Adobe's option, a replacement of the On-premise Software, or refund of any pre-paid fees for the unused portion of the license (calculated at the date of termination) for the On-premise Software.

10.3   **Implied Warranties.** To the maximum extent permitted by law and except for the express warranties in this Agreement, Adobe provides the Products and Services on an "as-is" basis. Adobe, its Affiliates, and third-party providers disclaim and make no other representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy. Customer acknowledges that (A) neither Adobe, its Affiliates nor its third-party providers controls Customer equipment or the transfer of data over communications facilities (including the Internet); (B) the Products and Services may be subject to limitations, interruptions, delays, cancellations, and other problems inherent in the use of the communications facilities (including search engines and social media channels); and (C) it is fully responsible to install appropriate security updates and patches. Adobe, its Affiliates, and its third-party providers are not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage resulting from these problems.

11. LICENSE COMPLIANCE

11.1   Adobe may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third-party (or both) to verify that Customer's use, installation, or deployment of the Products and Services (or other Adobe Technology used in conjunction with the Products and Services) comply with the terms of this Agreement.

11.2   For On-premise Software and any Distributed Code, the verification will require Customer to provide within 30 days of request (A) raw data from a software asset management tool of all On-premise Software and Distributed Code installed or deployed by or at the direction of Customer, including installation or deployment on servers owned by Customer or provided by third parties; (B) all valid payment documentation for all On-premise Software and Distributed Code; and (C) any information reasonably requested by Adobe.

11.3   Any verification may include an onsite audit conducted at Customer's relevant places of business upon 7 days' prior notice, during regular business hours, and will not unreasonably interfere with Customer's business activities.

11.4   If the verification shows that Customer, its Affiliates or third-party contractors of Customer or its Affiliates are deploying, installing or using the Products and Services (or other Adobe Technology used in conjunction with the Products and Services): (A) beyond the quantity that was legitimately

licensed; or (B) in any way not permitted under this Agreement, so that additional fees apply, without limiting Adobe's rights at law or in equity, Customer must pay the additional license fees and any applicable related maintenance and support fees in accordance with the requirements of the Texas Prompt Payment Act.

12. PROFESSIONAL SERVICES

12.1 License to Deliverables.

(A) Without limiting or modifying any license granted to Customer for the On-premise Software, On-demand Services or Managed Services, Adobe grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the materials developed and provided to Customer by Adobe in performing the Professional Services (**"Deliverables"**) solely in connection with use of the Products and Services for Customer's direct beneficial business purposes during the License Term.

(B) Adobe retains all rights, title and interest (including intellectual property rights) in and to the Deliverables. To the extent that Customer participates in the creation or modification of any Adobe Technology or Deliverables, Customer irrevocably assigns to Adobe all right, title and interest (including intellectual property rights) in the Adobe Technology or Deliverables. Adobe is free to use the residuals of Confidential Information for any purpose, where "residuals" means that Confidential Information disclosed in non-tangible form that may be retained in the memories of representatives of Adobe.

12.2 Employment Taxes and Obligations.
Adobe is responsible for all taxes and any employment obligations arising from its employment of personnel and contractors to perform the Professional Services.

12.3 Warranty.
Adobe warrants the Professional Services will be performed in a professional and workmanlike manner. Customer must notify Adobe in writing of any breach of this warranty within 30 days of performance of such Professional Services. To the extent permitted by law, Customer's sole and exclusive remedy for breach of this warranty and Adobe's sole liability under or in connection with this warranty will be re-performance of the relevant Professional Services.

12.4 Use of Subcontractors.
Customer agrees that Adobe may use subcontractors in the performance of the Professional Services. Where Adobe subcontracts any of its obligations concerning the Professional Services, Adobe will not be relieved of its obligations to Customer under this Agreement.

13. TERM AND TERMINATION

13.1 Term.
This Agreement applies to each of the Products and Services from the effective date of the Sales Order until the expiration of the applicable License Term or the term for Professional Services, unless terminated earlier under this Agreement.

13.2 Termination for Cause

(A) **Material Breach by Either Party.** If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate this Agreement, in whole or in part.

(B) **Other Breaches.** Adobe may terminate this Agreement, in whole or in part, immediately upon written notice to Customer, if required by law; or Customer breaches section 4.3 (D) of these General Terms.

13.3 Effect of Termination or Expiration.

(A) Upon termination or expiration of this Agreement or any License Term for the Products and Services:

(1)   the licenses and associated rights to the Products and Services will immediately terminate;

(2)   Customer must, at its expense: (a) remove and delete all copies of the On-premise Software and Distributed Code; and (b) remove all references and links to the On-demand Services or Managed Services from the Customer Sites. Some or all of the Products and Services may cease to operate without prior notice upon expiration or termination of the License Term; and

(3)   Customer Data and Customer Content stored within the On-demand Services will be available to Customer for 30 days after the termination or expiration in the same format then available within the reporting interface(s).

(B)   Customer will be liable for any fees for any On-demand Services and Managed Services that are still in use or which remain active after termination or expiration of this Agreement. These fees will be invoiced to Customer at the rate set out in the Sales Order.

(C)   If Adobe reasonably determines that Customer's deployment of the On-demand Services or Managed Services is causing a material risk to the security or operations of Adobe or any of its customers or to the continued normal operation of other Adobe customers (each a "Deployment Risk"), then Adobe may, at any time, upon written notice to Customer:

(1)   immediately suspend Customer's access, in whole or in part, to the On-demand Services or Managed Services causing the Deployment Risk, until such Deployment Risk is resolved; or

(2)   as a final option, where Adobe has first used all commercially reasonable efforts to mitigate the Deployment Risk, Adobe may terminate the affected On-demand Services or Managed Services.

13.4   **Survival.** The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, payment obligations, confidentiality, term and termination, effect of termination, intellectual property ownership, permitted use, license compliance, limitation of liability, privacy, usage analytics and the "General Provisions" section in these General Terms.

14. GENERAL PROVISIONS

14.1   **Assignment.**

(A)   Customer may assign this Agreement in its entirety to a surviving person or entity under a merger or acquisition of Customer, upon written notice to Adobe if the assignment does not expand the scope of the license granted in the Products and Services and if the assignee agrees in writing, for the benefit of Adobe, to assume all of Customer's obligations under this Agreement.

(B)   Adobe may assign this Agreement or delegate its obligations, in whole or in part, to its Affiliates or in connection with a merger, change of control, or acquisition of Adobe or the assets of the business to which this Agreement relates, upon written notice to Customer.

(C)   Except as provided in this section 14.1 (Assignment), Customer may not assign, voluntarily, by operation of law or otherwise, any rights or obligations under this Agreement without the prior, written consent of Adobe.

(D)   Any (attempted) assignment in derogation of this section will be null and void.

14.2   **Governing Law, Venue.** This Agreement is governed by and construed under the laws of the state of Texas, without regard to any conflict of law rules or principles, and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods.

14.3 **Force Majeure.** Neither Party is liable for failure to perform its obligations under this Agreement (except for any payment obligations) to the extent that performance is delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labor action, fire, flood, earthquake, denial of service attacks and other malicious conduct, utility failures, power outages, or governmental acts, orders, or restrictions.

14.4 **Injunctive Relief.** Actual or threatened breach of certain sections of this Agreement (such as, without limitation, provisions on intellectual property (including ownership), license, privacy, data protection and confidentiality) may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Either Party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.

14.5 **Notices.** Any notice given under this Agreement must be in writing by email to the following addresses (or addresses notified in writing by either Party): (A) to Adobe at ContractNotifications@adobe.com and (B) to Customer at Customer's email address stated on the Sales Order, or if Customer's Sales Order is with an Adobe Partner, at Customer's registered address.

14.6 **No Agency.** Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties. No Party has authority to bind the other Party.

14.7 **Customer's Purchase Order.** To the extent there are any terms or conditions in Customer's purchase order or any other related documentation submitted by or on behalf of Customer to Adobe (or any other party, such as an Adobe Partner) such terms and conditions do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both Customer and Adobe.

14.8 **Waiver, Modification.** Neither Party's waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties.

14.9 **Order of Precedence.** The Sales Order will prevail over the applicable Product Specific Licensing Terms, which will prevail over the General Terms (to the extent of any inconsistency).

14.10 **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter.

14.11 **Counterpart.** This Agreement (or a component) may be executed in one or more counterparts, each of which constitutes an original and all of which taken together constitutes the same agreement. Each Party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

14.12 **Severability.** If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the term and this Agreement will continue in full force and effect.

14.13 **Trade Rules.** Customer acknowledges that the Products and Services may be subject to trade control laws and regulations, and Customer will comply with them.

14.14 **Adobe Partner Transactions.** If Customer orders Products and Services from an Adobe Partner under a Sales Order with the Adobe Partner ("**Customer Order**"): (A) the terms of this Agreement apply to Customer's use of the Products and Services; and (B) the Adobe Partner is solely responsible for any variations or inconsistencies between the Customer Order and the order between the Adobe Partner and Adobe for the transaction. If Customer does not accept the terms of this Agreement, then Customer must not use, or must immediately cease using, the relevant Products and Services.

14.15 **U.S. Government Licensing.** For US Government end users: Customer acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4,

as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

1. **Pre-Production Phase**

    1.1   During the Pre-Production Phase, Customer will:

    (A) create and provide a complete and accurate Runbook to Adobe for review and obtain Adobe's written approval of such Runbook;

    (B) create and test Customer Customizations for the purpose of evaluating potential configurations of the Managed Services;

    (C) use the Cloud Manager Framework to submit, store, process, and manage changes to, the Customer Customizations, including Customer Customization source code; and

    (D) conduct additional quality and security testing of those Customer Customizations and configurations by performing bug elimination, simulations, and integration with other Customer systems.

2. **Production Phase**

    2.1   If Customer desires to make any Customer Customizations to the Managed Services once the Managed Services are in the Production Phase:

    (A) Customer will request that Adobe launch a cloned staging server, implement such Customer Customizations, and request that such Customer Customizations be reviewed and approved by Adobe;

    (B) the Managed Services will then revert to the Pre-Production Phase in connection with such Customer Customizations on such cloned server; and

    (C) Adobe will continue to simultaneously run the Managed Services in the Production Phase while such Customer Customizations are in the Pre-Production Phase.

3. **Customer Customizations**

    3.1   Adobe will not be responsible for any defect or failure in the Managed Services caused by Customer Customizations, Customer's configuration of the Managed Services, or by Customer's failure to meet the obligations in sections 1 and 2 (Pre-Production Phase and Production Phase). Customer acknowledges and agrees that any testing of Customer Customizations via the Cloud Manager Framework represents only a subset of the overall testing that needs to be completed by Customer. Customer is solely responsible for all testing (security and quality) of Customer Customizations.

    3.2   Should Customer fail to implement changes to Customer Customizations required by the Cloud Manager Framework, Customer may need to license additional Managed Production Capacity.

4. **Development Consultant.** Any Development Consultant(s) appointed by Customer under this PSLT works expressly and exclusively at Customer's direction and Customer is responsible for any acts or omissions of such Development Consultant(s). Adobe may deny access to any Development Consultant it deems is adversely impacting the Managed Services or other Managed Services customers. References to Customer in this PSLT refer to both Customer and its Development Consultant(s).

5. **Runbook.** Customer's Runbook must, at a minimum, include the subject matters listed below in the format provided by Adobe. Customer must promptly update the Runbook each time it creates new Customer Customizations that are accepted by Adobe for use in the Production Phase. Adobe may, in its sole discretion, from time to time during the License Term, change or modify the subject matters required to be included in the Runbook, and Customer will promptly update its Runbook to include such new subject matters. Customer will immediately update the Runbook upon any Adobe request.

    5.1   **Runbook Table:**

Runbook Subject Matter	Description
System Configuration	Adobe may provide Customer with information regarding the configuration of the Managed Services, and Customer must verify whether this information is correct.

Runbook Subject Matter	Description
Customizations	A list of all Customer Customizations.
	A list and description of the functionality of all software (including of any bugs) installed by Customer in connection with the Managed Services.
	A list of all AEM Forms Reader Extensions credentials or PKI certificates applied to the Managed Services by Customer.
	Any Customer-specific backup schedule for Customer's implementation of the Managed Services.
System Monitoring	A list of any connections between the Managed Services and any other systems on which the Managed Services is dependent.
	A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the Managed Services.
	A list of parameters associated with any Customer Customizations that should be monitored by Adobe to ensure functioning of the Managed Services.
User Acceptance Testing Documentation	Describe the load testing scenarios conducted by Customer.
	Describe the user acceptance testing scenarios conducted by Customer.
	Describe the positive and negative outcomes of such testing.
Post-Production Changes	Describe the changes to the Managed Services' Production Phase, which were requested by Customer and approved and implemented by Adobe.
Events and Responses	List all known weaknesses in Customer Customizations to the Managed Services.
	Recommend actions to be taken by Adobe when providing support for the Managed Services.
	Include the following information, at a minimum:
	- all log files created by Customer; - all information source or recipient repositories; - all databases and other information storage occurring in the Managed Services; - any encryption models implemented in the Managed Services; - all communications with any upstream data sources, including forms; - any additional executables/WAR Files added to the Managed Services; - all information required for long-term administration of the Customer Customizations; and - the most common failure modes and recommendations for recovery from such failures.
Contacts and Contracts	Specify a Customer contact who Adobe should notify if the system goes down.
	Specify a Customer resource who has technical knowledge of the Managed Services and who can answer questions from Adobe.
	Specify any links between Customer's IT gate keeper for the Managed Services and other Customer systems (e.g., LDAP, data repositories, etc.).
	Specify the Customer relationship manager for Development Consultant.
	Specify the Development Consultant contact who Adobe can contact in a support emergency.
	Specify the Development Consultant contact for management escalation.
	Specify the Development Consultant contact with whom Adobe will work to test upgrades to the Managed Services.
	Describe the agreement between Customer and Development Consultant. Include details on Development Consultant's response time requirements and other special instructions from

Runbook Subject Matter	Description
	Customer regarding such response times.

6. **Long-Term Storage and Encryption**

6.1 Adobe stores all long-term Customer Content, Customer Data and related operational data on mechanisms external to the virtual machines supporting Customer's Managed Services deployment.

6.2 Adobe encrypts all Customer Content, Customer Data and related operational data stored outside the virtual machine at a standard of no less than AES-256.

7. **Backup**

7.1 Adobe backs-up long-term Customer Content, Customer Data, and related operational data of production and non-production environments such that Adobe can make a rapid recovery of the Managed Services in the event of a loss of the primary data within a system.

7.2 Adobe encrypts all backups at the same standard or better as set forth above for long-term storage. All backed-up Customer Data, Customer Content, and related operational data will, after encryption, be distributed across multiple data centers within a given cloud region to allow for recovery within these data centers in the event of the loss of function of the primary data center.

7.3 All backups of the production environment will be taken at a frequency specified by Customer in Customer's Runbook, or daily if no specification is made.

7.4 Adobe will retain all backups of the production environment for a period specified in Customer's Runbook, or for one week if no specification is made. Adobe may delete and overwrite all backup files from media seven days after the end of the retention period unless Adobe is otherwise requested to retain these files, in writing, by Customer or law enforcement.

7.5 All backups of the non-production environment will be taken daily and Customer is entitled to one non-production environment restore per week.

7.6 Adobe will retain a back-up of the non-production environment until replaced by the subsequent back-up.

7.7 Customer Data, Customer Content and Customer Customizations, including source code, stored within the Managed Services will be available to Customer for 30 days after the expiration or termination of the License Term in the same format then available within the Managed Services. Customer acknowledges and agrees that the Managed Services should not be Customer's only repository for Customer Customizations.

8. **Adobe Experience Targeting – Data Retention.** To the extent that Customer has licensed Managed Services that include bundled Adobe Experience Targeting, Customer Data collected by Adobe Experience Targeting may be permanently deleted from Adobe's servers (a) 90 days after collection for visitor profile data, and (b) 12 months after collection for Customer Site activity data. Customer Data and Customer Content associated with Adobe Experience Targeting are stored outside of the Managed Services, in the Adobe Experience Targeting On-demand Service environment.

9. **Adobe Developer App Builder.** Any integration developed by Customer using Adobe Developer App Builder is considered a Customer Customization.

10. **License for Development Software.** Customer may install and use a reasonable number of copies of the On-premise Software versions of the licensed Managed Services in a development environment only, strictly for testing and quality assurance purposes and not for production purposes.

11. **Permitted Use.** Adobe may access, use, copy and store Customer Data, Customer Content, Customer Customizations, User interactions, and Managed Services system performance to test AEM and the Managed Services and derive information which may be used to develop, build, modify, improve, support, and operate AEM and the Managed Services; provided, however, that any copy of such Customer Data, Customer Content or Customer Customizations created for the purpose of the aforementioned testing will be subject to the applicable confidentiality obligations established in the Agreement.

12. **Use of Fonts.** Except as otherwise detailed in the Agreement, Adobe's proprietary or licensed fonts are embedded with the Products and Services only for use within the user interface of the Products and Services.

13. **Patches.** Customer is prohibited from applying patches to the Managed Services, unless expressly approved by Adobe in the Runbook.

14. **Service Level Agreement.** Adobe's Minimum Uptime Percentage obligations are detailed in the Unified SLA and the AEM Managed Services Addendum found here: https://www.adobe.com/legal/service-commitments.html (together the "Service Level Agreement").

15. **Support Services.** All priority issues and issues related to the performance of the Managed Services should be submitted pursuant to the Support Policies: Terms and Conditions described at: https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html (each a "Service Request"). If a Service Request relates to a problem in the usage of the Managed Services, Customer will provide Adobe with sufficient access and detail to permit Adobe to understand and reproduce the problem. If it is mutually determined by Customer and Adobe that the problem represents an error in the Managed Services that causes it to not operate in substantial conformity with applicable Documentation, Adobe will process the Service Request as detailed in the Support Policies: Terms and Conditions. In addition, Adobe may, at its sole discretion and from time to time, implement fix releases.

16. **Software Updates and Upgrades.** During the License Term, all Managed Services include the updates and upgrades that are released to the general Adobe customer base.

    (A) **Types of Upgrades.** From time to time during the License Term, Adobe may implement upgrades to the Managed Services. Those upgrades may include a Customer-specific upgrade, an emergency upgrade necessary for the security of the Managed Services or to address issues causing Adobe not to meet the Minimum Uptime Percentage (each an "**Emergency Upgrade**"), a minor upgrade (i.e., a maintenance release or a new minor version change to the Managed Services for purposes including but not limited to, error correction), an upgrade delivered as a Service Pack specific to Adobe Experience Manager version 6.5 (each an "**AEM 6.5 Service Pack Upgrade**") or a major upgrade (i.e., a new version of the Managed Services).

    (B) **Upgrade Events Sequence.** Adobe will make all reasonable efforts to first install all upgrades on a server in the Pre-Production Phase at a mutually agreed upon time described in section 15(C) (Upgrade Timing) below. Once Adobe performs such installation, Customer will work with Adobe to test the upgrade's implementation in a timely fashion and will notify their Adobe contacts, as listed in the Runbook, of the success or failure of such testing. In the event of successful test results, Adobe will install the upgrade on server(s) in the Production Phase on a schedule described in section 15(C) (Upgrade Timing) below. In the event of the failure of the upgrade, Adobe will take corrective action if the issue is with Adobe's software. If the issue is with Customer Customizations, Adobe will take reasonable steps to support Customer in Customer's efforts to make adjustment to the code underlying Customer Customizations. Upon successful resolution of any such issues, Adobe will install the upgrade on the Production Phase server(s) as described above. A Customer may elect to defer or decline any such upgrade (excluding Emergency Upgrades) as set forth in section 15(D) (Upgrade Deferrals) below.

    (C) **Upgrade Timing.** Emergency Upgrades will be implemented by Adobe as needed. If Customer is on Adobe Experience Manager version 6.5, AEM 6.5 Service Pack Upgrades will be implemented by Adobe upon Customer's request, or at least once every 18 months, to upgrade Customer to the most recent AEM 6.5 Service Pack Upgrade. As part of the AEM 6.5 Service Pack Upgrade, Adobe, at its discretion, may also make other maintenance updates to the Managed Services system infrastructure. All other upgrades will be implemented by Adobe throughout the License Term upon prior written notice to Customer as specified in the Runbook. Adobe will notify Customer, with as much lead time as possible, of the availability of such upgrades. After Adobe provides such notification, Adobe will work with Customer to determine a mutually agreed upon time to provide a Pre-Production Phase system for Customer to start testing the upgrade. Unless Adobe agrees in writing to a longer test period, Customer must finish its testing within 5 business days after Adobe makes the upgraded Managed Services available. In the event that Customer

notifies Adobe that the tests on the Pre-Production Phase system have passed, Adobe will work with Customer to determine a mutually agreed upon maintenance window or other time period to implement the upgrade.

    (D) **Upgrade Deferrals.** A Customer may elect to defer or decline any upgrade (excluding Emergency Upgrades). If Customer defers or declines (i) an upgrade that is required to maintain the Managed Services within at least 1 major upgrade of the then-current, generally commercially available version of the Adobe Experience Manager Managed Services, or (ii) an AEM 6.5 Service Pack Upgrade that is required to maintain the Managed Services that are on Adobe Experience Manager version 6.5 within the latest six supported AEM 6.5 Service Pack Upgrades (each a "**Support Upgrade**") for any reason (including but not limited to, unwillingness to accept the Support Upgrade or unwillingness to make Customer Customizations that enable the Managed Services to become compatible with a Support Upgrade), Customer agrees to pay Adobe an additional extended operations uplift fee calculated as an additional 50% increase to any fees incurred after the effective date of Customer's deferral or declining of the Support Upgrade ("**Extended Operations Uplift Fee**"). Notwithstanding the foregoing, Customer is not obligated to pay to Adobe any such Extended Operations Uplift Fees if Customer is willing to install the Support Upgrade, but an action by Adobe causes such Support Upgrade to fail to be backward compatible with the then-current version of the Managed Services; however, Customer will work with Adobe to install the applicable Support Upgrade within a reasonable period of time.

    (E) **Emergency Upgrades.** Notwithstanding anything to the contrary herein, Customer must accept all Emergency Upgrades.

17. **Product Description.** Product limitations are detailed in the Product Description for Adobe Experience Manager Managed Services found here: https://helpx.adobe.com/legal/product-descriptions.html.

18. **Additional Claims.** Customer's indemnification obligations set forth in the General Terms will also apply to Claims that relate to or arise from any Customer Customization or Customer Content. The additional Claims in this section are treated as Data Privacy Claims or Other Claims as described in the applicable General Terms.

19. **Additional Definitions**

    19.1   "**Cloud Manager Framework**" means Adobe's continuous integration, continuous deployment and testing framework. The Cloud Manager Framework may:

    (A) store Customer Customizations, including source code (Customer agrees that it will upload only Customer Customizations into the Cloud Manager Framework repository);

    (B) test the quality of Customer Customizations;

    (C) provide recommended or required updates or changes to Customer Customizations;

    (D) provide Customer with access to Adobe's identity management system (Customer agrees that it will notify Adobe regarding any desire to use an alternative identify management system);

    (E) compile approved Customer Customizations;

    (F) deploy Customer Customizations in the Production Phase; and

    (G) allow authorized Users to make self-service increases to Managed Services system infrastructure.

    19.2   "**Customer Customizations**" means the customizations made to the Managed Services by Customer or at Customer's direction. Customer Customizations do not constitute Indemnified Technology. Customer owns (or, where applicable, must ensure it has a valid license to) Customer Customizations, subject to Adobe's underlying intellectual property in the Adobe Technology. Customer acknowledges and agrees that Adobe's access to Customer Customizations does not preclude Adobe from independently developing (without use of Customer Customizations) or acquiring similar technology without obligation to Customer.

    19.3   "**Development Consultant**" means a third-party systems integrator that (a) Customer has authorized, under section 5 of the General Terms, to access, test and customize the Managed Services during the Pre-Production Phase, and (b) has a minimum of one individual on the development team who has an

AEM 6 Architect Certification and will be significantly engaged and involved in the Managed Services development project.

19.4   **"Minimum Uptime Percentage"** means the minimum Uptime Percentage (as defined in the Service Level Agreement) identified in the Sales Order and Documentation for each Managed Service licensed by Customer.   Development (QA) Instances and Stage Instances have no guaranteed Minimum Uptime Percentage.

19.5   **"Pre-Production Phase"** means the period of time before the Production Phase.

19.6   **"Production Phase"** means the period of time when Managed Services Users use the Managed Services (A) on Customer Sites; or (B) for its internal operations.

19.7   **"Runbook"** means a document written by Customer that provides Adobe with a list of Customer Customizations and configurations Customer made to the Managed Services. Such list is intended to assist Adobe in running and supporting the Managed Services in the Production Phase.

19.8   **"Service Pack"** means a scheduled quarterly release which supports the upgrade path for a specific version, where a patch release number is a single digit number, and which, after installation, will increase the installed release number patch digit, based on the formula X.Y.Z.SPx., where X is the primary version number, Y is the secondary version number, Z is the patch number, and x is the service pack number.

1. **Customer Responsibilities.** Customer is solely responsible for:

   1.1 creating and testing Customer Customizations for the purpose of evaluating potential configurations of the Cloud Service;

   1.2 submitting, storing, processing, and managing changes to Customer Customizations, including Customer Customization source code;

   1.3 conducting additional quality and security testing of Customer Customizations by performing bug elimination, simulations, and integration with other Customer systems; and

   1.4 conducting automated tests, including regression testing to validate successful implementation of Customer Customizations.

   Adobe will not be responsible for any defect or failure in the Cloud Service caused by Customer Customizations, Customer's configuration of the Cloud Service, or by Customer's failure to meet the obligations outlined in sections 1.1 to 1.4 above. Customer acknowledges and agrees that any testing of Customer Customizations represents only a subset of the overall testing that needs to be completed by Customer. Customer is solely responsible for all testing (security and quality) of Customer Customizations.

2. **Development Consultant.** Any Development Consultant(s) appointed by Customer under this PSLT works expressly and exclusively at Customer's direction and Customer is responsible for any acts or omissions of such Development Consultant(s). Adobe may deny access to any Development Consultant it deems is adversely impacting the Cloud Service or other Cloud Service customers. References to Customer in this PSLT refer to both Customer and its Development Consultant(s).

3. **Backup.** Customer Data, Customer Content and Customer Customizations, including source code, stored within the Cloud Service will be available to Customer for 30 days (or a longer period if purchased by Customer) after the expiration or termination of the License Term in the same format then available within the Cloud Service. Customer acknowledges and agrees that the Cloud Service should not be Customer's only repository for Customer Customizations.

4. **License for Development Software.** Customer may install and use a reasonable number of copies of the AEM Cloud Service SDK in Customer's own on-premise environment only, strictly for development, testing and quality assurance purposes and not for stage or production purposes.

5. **Permitted Use.** Adobe may access, use, copy and store Customer Data, Customer Content, Customer Customizations, User interactions, and Cloud Service system performance to test AEM and the Cloud Service and derive information which may be used to develop, build, modify, improve, support, and operate AEM and the Cloud Service; provided, however, that any copy of such Customer Data, Customer Content or Customer Customizations created for the purpose of the aforementioned testing will be subject to the applicable confidentiality obligations established in the Agreement.

6. **Automated Forms Conversion Service.** When using the Automated Forms Conversion Service (a feature of AEM Forms intended to convert Customer's form templates), Customer must not upload, submit, or convert Documents that include prefilled data fields or personal data.

7. **Adobe Learning Manager.** Any use of Adobe Learning Manager through or connected with Adobe Experience Manager as a Cloud Service is subject instead to the Adobe Learning Manager Product Specific Licensing Terms found here: https://www.adobe.com/legal/terms/enterprise-licensing/product-specific-terms.html.

8. **Edge Delivery Services – Third-Party Integrations.** Edge Delivery Services may enable integrations with compatible third-party products and services that Customer has independently licensed. The full list of such compatible third-party products and services is available in the Documentation. Adobe is not responsible for any such third-party products or services. Use of Edge Delivery Services with incompatible third-party products and services may result in errors, faults, or losses, and Customer acknowledges and agrees that Adobe will not be responsible or liable for any such errors, faults, or losses. Customer will not use any specified third-party product or service in connection with Edge Delivery Services if prohibited by Adobe.

9. **Edge Delivery Services Regions.** Customer Data and Customer Content published (whether live or for preview purposes) via Edge Delivery Services may be processed in data center regions determined by Adobe or its vendors at their sole discretion, for the duration such Customer Data and Customer Content are published. Data submitted via online forms in connection with Edge Delivery Services form submission features may be temporarily processed in data center regions determined by Adobe or its vendors at their sole discretion, before transmission to Customer-specified or customer-controlled locations.

10. **Use of Fonts.** Except as otherwise detailed in the Agreement, Adobe's proprietary or licensed fonts are embedded with the Products and Services only for use within the user interface of the Products and Services.

11. **Service Level Agreement.** Adobe's service commitments are detailed in the Unified SLA and the Actionability Addendum found here: https://www.adobe.com/legal/service-commitments.html (together the "**Service Level Agreement**"). Service commitments for Adobe Learning Manager are provided separately.

12. **Software Updates.** During the License Term, the Cloud Service includes the updates that are released to the general Adobe customer base ("**Updates**"). The Updates may include emergency updates necessary for the security of the Cloud Service or to address issues causing Adobe not to meet its service commitments (each an "**Emergency Update**"). In the event of the failure of the Update, Adobe will take corrective action if the issue is with Adobe's software. If the issue is with Customer Customizations, Adobe will take reasonable steps to support Customer in Customer's efforts to adjust the code underlying Customer Customizations. Emergency Updates will be implemented by Adobe as needed.

13. **Product Description.** Product limitations are detailed in the Product Description for Adobe Experience Manager as a Cloud Service found here: https://helpx.adobe.com/legal/product-descriptions.html.

14. **Additional Claims.** Customer's indemnification obligations set forth in the General Terms will also apply to Claims that relate to or arise from any Customer Customization or Customer Content. The additional Claims in this section are treated as Data Privacy Claims or Other Claims as described in the applicable General Terms.

15. **Additional Definitions**

15.1 "**AEM Cloud Service SDK**" means an On-premise Software package allowing for local development and testing of applications for the licensed Cloud Service.

15.2 "**Cloud Service**" means the AEM as a Cloud Service (and applicable add-ons) On-demand Services as set out in the Sales Order.

15.3 "**Customer Customizations**" means the customizations made to the Cloud Service by Customer or at Customer's direction. Customer Customizations do not constitute Indemnified Technology. Customer owns (or, where applicable, must ensure it has a valid license to) Customer Customizations, subject to Adobe's underlying intellectual property in the Adobe Technology. Customer acknowledges and agrees that Adobe's access to Customer Customizations does not preclude Adobe from independently developing (without use of Customer Customizations) or acquiring similar technology without obligation to Customer. Any application or microservice developed by or on behalf of Customer using Adobe Developer App Builder is also considered to be a Customer Customization.

15.4 "**Development Consultant**" means a third-party systems integrator that (a) Customer has authorized, under section 5 of the General Terms, to access, test and customize the Cloud Service, and (b) has a minimum of one individual on the development team who has a current and applicable AEM developer certification and will be significantly engaged and involved in the Cloud Service development project.

15.5 "**Document**" means an electronic or printed file that is processed or generated by AEM Forms, including Documents that contain data fields where data may be entered and saved.

Exhibit A

Support Services – Terms and Conditions

Effective Date: March 10, 2023

Adobe Experience Cloud Expert Support Services Terms

The following terms describe Adobe's provision of Adobe Experience Cloud Expert Support services ("Expert Support") to Customer's applicable Adobe Experience Cloud On-premise Software, On-demand Services, and/or Managed Services set forth on the respective Sales Order(s) between Adobe and Customer (for the purposes of these Expert Support terms, each an "AEC Product" and, collectively, the "AEC Products"). For the avoidance of doubt, only the Products and Services described at this website (excluding Adobe Sign) are AEC Products. More information regarding eligibility and applicability of Expert Support may be obtained by contacting Adobe Customer Support. Adobe may modify these Expert Support terms from time to time, provided that such modifications do not materially diminish Adobe's obligations or Customer's rights set forth herein. Any capitalized terms used herein but not defined shall have their respective meanings set forth in the Sales Order between Adobe and Customer for the applicable AEC Product(s).

LIVE TELEPHONE AND ONLINE TECHNICAL SUPPORT

Live, technical Expert Support services can be provided by Adobe for up to four (4) support admins designated by Customer on the admin console (each, a "Named Support Contact"). Customer's Named Support Contacts can contact Adobe:

    (a) for Priority 1 incidents on a 24x7x365 basis via phone or by initiating a support case, and

    (b) for Priority 2 through Priority 4 incidents, during regional business hours via chat (if supported) or by initiating a support case.

The applicable regional business hours are established by the Customer's billing address in the applicable Sales Order or other Adobe Support purchasing document.

If required, Japanese language support is available* during Japan regional business hours, excluding any national holidays, bank holidays, and days designated by Adobe. Otherwise, Expert Support will only be provided by Adobe in English. If Adobe is contacted for support by individuals other than Named Support Contacts, Adobe may not be able to respond or will request that such support case be initiated by a Named Support Contact.

*Japanese language support is not available for Adobe Commerce

SUPPORT ACCESS

Customer shall allow and enable Adobe to access any applicable Customer systems on which the AEC Products depend, via remote support tools controlled by Adobe, for the purpose of Adobe's provision of Expert Support services to Customer.

INITIATION AND ACKNOWLEDGEMENT OF SERVICE REQUEST

To initiate a request for Expert Support services from Adobe ("Service Request"), Named Support Contacts must contact Adobe as described above and specifically identify the purported failure of the applicable AEC Product to perform in accordance with its Documentation. Upon receipt of a properly submitted Service Request, Adobe will undertake commercially reasonable efforts to acknowledge receipt of such Service Request within the identified timeframe below ("Targeted Initial Response Time") via the same medium of communication by which the Service Request was reported.

The priority of each Service Request will be addressed as follows:

TARGETED INITIAL RESPONSE TIMES FOR EXPERT SUPPORT

Priority	Description	Targeted Initial Response Time	Customer Requirements
("P1")	**Critical Business Impact:** Customer's production business functions are down or have significant data loss or service degradation and immediate attention is required to restore functionality and usability.	1 hour	Customer commits to continuous, 24x7 engagement with Adobe Customer Support until mitigation. If Adobe Customer Support is unable to obtain critical information for managing the support response from Named Support Contacts, Adobe may decrease a P1 Service Request to a

			lower priority level.
("P2")	**Major Business Impact:** Customer's business functions have major service degradation or potential data loss, or a major feature is impacted.	2 hours during Adobe's normal business hours	Adobe support will contact Named Support Contacts during Adobe's business hours only. If Adobe Customer Support is unable to obtain critical information for managing a support response from Named Support Contacts, Adobe may decrease a P2 Service Request to a lower priority level.
("P3")	**Minimal Business Impact:** Customer's business functions have minor service degradation but there exists a solution/workaround allowing business functions to continue normally.	4 hours during Adobe's normal business hours	Adobe Customer Support will contact Named Support Contacts during Adobe's business hours only.
("P4")	**No business impact:**	1 business	Adobe

	General question regarding current product functionality or an enhancement request.	day	Customer Support will contact Named Support Contacts during Adobe's business hours only.

PROCESSING OF SERVICE REQUEST

Once the Service Request is acknowledged and its priority level verified, Adobe will use commercially reasonable efforts to diagnose the problem and provide a remedy, if available, that could take the form of eliminating the defect, providing updates, or demonstrating how to achieve a workaround or otherwise avoid the effects of the defect using a commercially reasonable level of effort. The Service Request may be escalated within the Adobe Customer Support organization as needed for resolution within a commercially reasonable time frame. Notwithstanding the foregoing, Adobe's efforts to diagnose and remedy any purported error or issue for Customer is subject to Customer's Named Support Contacts' cooperation with Adobe while Adobe is processing the Service Request.

ISSUANCE OF UPDATES

Adobe, in its sole discretion, may provide Customer with an update to an AEC Product which may consist of code corrections, bug fixes, and minor modifications or enhancements to the AEC Product. Adobe's issuance of an update to an AEC Product will be a replacement of the AEC Product previously licensed and/or provided to Customer and shall in no way be considered a license expansion.

TERM AND DISCONTINUATION OF PRODUCT SUPPORT

Adobe will provide Expert Support services for an AEC Product solely with respect to the hardware, platform, and operating systems applicable to the AEC Product's applicable Documentation. Adobe, in its sole discretion, may alter and/or discontinue/sunset (FKA "end of life") the manufacture and development of, any of the AEC Products and/or the Expert Support services available for such AEC Products; provided, however, Adobe shall use commercially reasonable efforts during Customer's then-current License Term for such AEC Products to not: (a) materially diminish the applicable level of Expert Support services from the levels described herein; or (b) materially diminish Customer's other rights or benefits to the affected AEC Products as set forth in the applicable Sales Order.

Notwithstanding the foregoing, the availability of maintenance and support for perpetual On-premise Software licenses of AEC Products are governed by the Support Lifecycle Policy. If any perpetual On-premise AEC Product

licensed by Customer has been sunset, as determined by Adobe, Customer may elect to purchase extended support ("Extended Support") for a maximum period of two (2) years from the sunset date, provided that such Extended Support is made available by Adobe for the perpetual On-premise AEC Product. Without limiting the foregoing, the listed end dates of general support services and/or Extended Support for versions of all AEC Products shall be published here.

ADDITIONAL TERMS APPLICABLE TO CREATIVE CLOUD PRODUCTS

For Creative Cloud Products, Support Services vary based on the version of the On-premise Software, operating systems (e.g., iOS, Android) used by Customer, and other factors. Support Services may not be available for older versions. For more information, please refer to the Creative Cloud Support Policy.

Exhibit B

Data Protection Terms
for Cloud Services

These data protection terms ("**Data Protection Terms**") state the parties' obligations to comply with applicable Data Protection Laws in connection with Adobe's provision and Customer's use of the Cloud Services.

1. Definitions

The capitalized terms will have the meanings set out below. All capitalized terms not defined in these Data Protection Terms shall have the meanings ascribed to them in the License Agreement.

a. "**Cloud Services**" means the On-demand Services and Managed Services provided by Adobe and its Affiliates.

b. "**Data Protection Laws**" means any applicable privacy and data protection laws, regulations, and rules.

c. "**License Agreement**" means the agreement under which Adobe supplies Customer with the Cloud Services, whether directly or indirectly.

d. "**Instruction**" means any documented instruction or data input received by Adobe from Customer.

e. "**Personal Data**" is given the meaning under Data Protection Laws relating to this term or any similar term (such as "personal information" or "personally identifiable information") used in Data Protection Laws, or where no such laws apply, means any information that by itself or when combined with other information (such as telephone

number, e-mail address, precise real-time GPS location, and government-issued identification number) can be used by Adobe to identify a specific natural person.

    f. **"Process"** or **"Processing"** is given the meaning under the relevant Data Protection Laws relating to this term, or where no such term exists, shall mean any operation which is performed upon Personal Data, such as collecting, recording, storing, adaptation or alteration, retrieval, use, disclosure, or otherwise making available, erasing or destructing.

2. **General Provisions.**

These Data Protection Terms are applicable to the Processing of Personal Data by Adobe in providing the Cloud Services under the License Agreement. Any data privacy claim or claim related to Personal Data will be subject to the liability cap in the License Agreement. In case of inconsistencies between these Data Protection Terms and the License Agreement, these Data Protection Terms shall prevail. These Data Protection Terms replace any prior version of the Data Protection Terms.

3. **Processing and Types of Personal Data.**

For the purpose of applicable Data Protection Laws, Adobe is the "processor" or "service provider," as defined, and Customer is the "controller" or "business."

The subject matter, nature, purpose, and details of the data Processing, and the types of Personal Data Processed are determined by the Customer through Customer's use of the Cloud Services and may include Personal Data such as email, name, address, IP address, marketing profiles, unique user IDs (such as cookie IDs), or images, documents or content containing Personal Data. The duration of Processing will be for the duration of the applicable Cloud Service as set forth in the License Agreement.

    a. In relation to any Personal Data contained in Customer Data or Customer Content:

        i. the parties acknowledge and agree that as between the parties, Adobe will Process the Personal Data on behalf of Customer and pursuant to Customer's Instructions, in accordance with the License Agreement and these Data Protection Terms;

        ii. Adobe must comply with its obligations under Data Protection Laws and protect Personal Data as required by Data Protection Laws in the course of Processing Personal Data for Customer (including any such obligations that relate to Adobe's use of subcontractors); and

        iii. Customer must comply with its obligations under Data Protection Laws and perform all acts required under Data Protection Laws in order for Adobe to Process the Personal Data for the purposes of the License Agreement (including but not limited to giving any notifications, obtaining any consents, and making any disclosures required under the Data Protection Laws).

    b. Notwithstanding anything in the License Agreement, the liability of a party for breach of this clause 3 or its obligations under Data Protection Laws will be reduced proportionately to the extent that any wrongful (including negligent) act or omission of

the other party or its personnel or any third party acting on its behalf directly caused or contributed to such breach.

4. **Customer's Responsibility.**

   a. Customer shall give Instructions to Adobe as agreed by the Parties in the License Agreement, or through its use of the Cloud Services.

   b. If Customer becomes aware of any breaches of, or other irregularities with, the requirements of applicable Data Protection Laws, if required by applicable Data Protection Laws, Customer shall promptly notify and provide Adobe with commercially reasonable Instructions to avoid non-compliance with applicable Data Protection Laws.

5. **Adobe's Responsibility.**

   a. Adobe will only Process Personal Data within the scope of Customer's Instructions and as permitted in the License Agreement for the business purposes specified in the License Agreement for the applicable Cloud Service. If Adobe becomes aware, based on its reasonable belief, that an Instruction from Customer is in breach of Data Protection Laws, Adobe shall notify Customer. Adobe shall be entitled, but not obliged, to suspend execution of the Instructions concerned, until Customer confirms in writing that such Instructions are in accordance with applicable Data Protection Laws. Notwithstanding the foregoing, Adobe may Process the Personal Data if it is required under the Data Protection Laws to which it is subject. In this situation, Adobe shall inform the Customer of such a requirement before Adobe Processes the data unless the Data Protection Laws prohibit this on important grounds of public interest.

   b. Upon Customer's reasonable request, and if required by applicable Data Protection Laws, Adobe shall: (i) delete or return, or provide technical and/or organizational measures designed to enable Customer to delete and/or download, all Personal Data contained in Customer Data or Customer Content to Customer as requested upon the end of the provision of applicable Could Services, unless retention of Personal Data is required by law; (ii) make available information necessary to demonstrate compliance with applicable Data Protection Laws; and (iii) make available to Customer, via the Adobe Trust Center, third-party certifications and audits related to the Cloud Services. If Adobe determines it can no longer meet its obligations under applicable Data Protection Laws, and if required by applicable Data Protection Laws, Adobe will notify Customer without undue delay.

   c. Adobe will require that each person Processing Personal Data contained in Customer Data or Customer Content is subject to confidentiality with respect to such Personal Data.

   d. Customer agrees that Adobe shall be entitled to use subcontractors (also referred to as sub-processors) for the respective Cloud Services: https://www.adobe.com/go/processing ("Processor Website"). Such subcontractors may be Affiliates of Adobe or third-party service providers. Adobe has entered into agreements with the subcontractors which ensure that such subcontractors shall be obliged to meet equivalent obligations as those set out in these Data Protection Terms.

To receive notice of any new subcontractor, Customer may subscribe to receive email notifications for updates to the Processor Website via the link on the Processor Website.

e. Adobe will not:

    i. sell, or share for targeted advertising or cross-context behavioral advertising, as defined by applicable Data Protection Laws, the Personal Data it receives from or on behalf of Customer, except as directed by Customer and as permitted in the License Agreement;

    ii. retain, use, or disclose Personal Data received from or on behalf of Customer outside of its direct business relationship with Customer or for any business or commercial purpose other than the business purpose(s) specified in the License Agreement, or as permitted by applicable Data Protection Laws; or

    iii. combine Personal Data received from or on behalf of Customer with Personal Data received from or on behalf of another person or persons, except for a permitted business purpose as specified in the License Agreement or as permitted by applicable Data Protection Laws.

6. **Security of Personal Data.**

a. Adobe has implemented and maintains reasonable and appropriate Technical and Organizational Measures for Cloud Services regarding the protection of Personal Data Processed under these terms, assessable via this link: https://www.adobe.com/go/CloudSvcsTOSM.

b. Adobe has obtained the third-party certifications and audits evaluating these Technical and Organizational Measures and which are listed on Adobe's Trust Center website (also accessible via https://www.adobe.com/security/compliance.html).

c. Adobe's Technical and Organizational Measures are subject to technical progress and further development. Accordingly, Adobe reserves the right to modify the Technical and Organizational Measures provided that the functionality and security of the Cloud Services are not degraded.

7. **Individual Requests.**

If Adobe receives a data rights request from an individual that relates to Customer, Adobe will promptly inform Customer of said request(s) it receives from an individual in connection with the Cloud Services licensed by Customer. Customer is responsible for ensuring such requests are handled in accordance with Data Protection Laws.

8. **Costs.**

In the event that Customer requests that Adobe provide assistance with Customer fulfilling its obligations under applicable Data Protection Laws which goes beyond the standard functionality of the Cloud Services, Adobe may charge Customer for any costs beyond the agreed upon license fees to the extent it is not commercially reasonable for Adobe to provide such assistance without charge

(considering relevant factors such as volume of requests, complexity of Instructions and timescale requested). This shall include, without limitation, costs incurred by Adobe in executing Customer's Instructions relating to the erasure or return of Customer's Personal Data, additional storage costs, or retention of Customer's Personal Data.

Exhibit C

Effective as of: 1 October 2023

What is Adobe Analytics?

Adobe Analytics provides reporting, visualizations, and analysis of Customer Data that allows Customers to discover actionable insights.

Products and Services	License Metric	Deployment
Adobe Analytics - Prime	Primary Server Call, Secondary Server Call, or both	On-demand Services

3.   Adobe Analytics - Prime

Analysis Workspace.

- **Reports.** Each Report may contain up to 500,000 unique values or data elements per month.

- **Props.** This feature is limited to 75 Props per Report Suite. Additionally, each Prop may contain up to 500,000 unique values or data elements per month.

- **eVars.** This feature is limited to 200 eVars per Report Suite. Additionally, each eVar may contain up to 500,000 unique values or data elements per month.

- **Events.** This feature is limited to 1,000 Events per Report Suite.

- **Processing Rules.** This feature is limited to 150 Processing Rules per Report Suite.

Concurrent Adobe Analytics Reports Requests. Adobe Analytics supports up to 5 concurrent report requests unless additional reporting capacity is licensed separately. Should Customer run more than 5 concurrent report requests at any time, Customer may experience performance degradation; Adobe will not be responsible for such performance degradation. Customers who consistently run more than 5 concurrent requests may need to license additional capacity to avoid performance degradation.

Contribution Analysis. This feature is subject to the following limitations: (i) Contribution Analysis within Analysis Workspace is limited to 10 Tokens per month; (ii) Contribution Analysis is limited to analysis of the top 50,000 dimension items per dimension of the available 500,000 unique values or data elements per month; and (iii) Only 1 Contribution Analysis may be run per Report Suite per User at a time.

Customer Attributes. This feature is limited to 15 attributes.

Report Builder. This capability is limited to 10 Scheduled Reports run concurrently per login ID.

Additional Use Restrictions. For purposes of clarity, Adobe Analytics - Prime does not include a license to access or use and Customer agrees that it will not access or use any Live Stream features (except rules based triggers from Analytics to Campaign), mobile app marketing capabilities, Media Starts, or any additional features, functionality, services, or enhancements available as part of the other Adobe Analytics offerings or add-ons described herein.

Definitions

Adobe Analytics Reports Requests means any data request made from applications including but not limited to: Analysis Workspace, Workspace Scheduled Projects, Report Builder, 1.4 API, 2.0 API, Scheduled Reports, Intelligent Alerts, Segment Sharing, Segment IQ, Reporting Services, Mobile App, Activity Map, Contribution Analysis, Reports & Analytics, Labs, Component Builder, and any new capabilities added that query the Analytics reporting engine.

Data Rows Scanned means the total rows of data scanned in a Report Suite for the date range as specified by Customer, not the rows of data repaired by the Data Repair API.

License Metric means the Products and Services Customer licenses in the applicable Sales Order.

Media Start means each single video or audio stream playback as soon as the user clicks the play button (or it auto-plays) and results in the video or audio stream beginning.

Overusage Cycle means the period in which the monthly License Metric as used by Customer is totaled to determine whether the committed Quantity of the monthly License Metric is fully consumed and whether the Overusage Rate will apply. As an example, for illustrative purposes only, if the Overusage Cycle is annual, and the committed monthly Quantity is 10 M, the committed Quantity of the monthly License Metric will be fully consumed when 120 M of the License Metric is fully consumed, and any consumption above 120 M during the remainder of the Overusage Cycle will incur overages and be billed at the Overusage Rate per Unit of Measure.

Overusage Rate means the Overusage Rate as detailed in the Adobe Products and Services Pricing Detail table of the applicable Sales Order. Should Customer's use of the Product and Services exceed its committed Quantity, Customer will incur overusage fees. These fees are billed at the Overusage Rate per Unit of Measure and monthly in arrears as incurred.

Primary Media Start means each Media Start to the extent Customer tags, allows to be tagged, or causes to be tagged such Media Start.

Primary Server Call means each page view, exit link, download, customer link, or other event on the Customer Site(s) to the extent that Customer tags, allows to be tagged, or causes to be tagged such page views, exit links, downloads, custom links, and other events for purposes of accessing and using Adobe Analytics. Each tagged page view, exit link, campaign container request, download, custom link, or other event will be counted as one Primary Server Call. Each row of data imported from offline sources will be counted as one Primary Server Call.

Report Suite is a repository of Customer Data within the Adobe Analytics platform pertaining to a specific source of traffic that has been identified by Customer.

Secondary Media Start means each duplicate Media Start to the extent Customer enables multi-suite tagging or real-time segmentation of Customer Data using VISTA rules (Visitor Identification, Segmentation, and Transformation Architecture) on such Customer Site(s).

Secondary Server Call means each duplicate page view, exit link, download, custom link, or other event on the Customer Site(s) to the extent that Customer enables multi-suite tagging or real-time segmentation of Customer Data using VISTA rules (Visitor Identification, Segmentation, and Transformation Architecture) on such Customer Site(s). In the event that Customer does not have a Secondary Server Call commitment, any Secondary Server Calls generated by Customer shall be billed at 100% of the Primary Server Call Overusage Rate as detailed in the applicable Sales Order set forth above. Such fees are billed monthly in arrears as incurred.

Token means one-time run of Contribution Analysis. Tokens will expire on a monthly basis and will not be carried over from month to month.

Effective as of May 8 2023

The product description for Customers that licensed Adobe Experience Manager Forms Managed Services prior to March 25, 2021, or licensed AEM Screens Managed Services prior to August 27, 2021, is available here.

The product description for Customers that licensed Adobe Experience Manager Managed Services version 6.3 or prior to April 4, 2018, is available here.

Adobe Experience Manager Managed Services ("AEM Managed Services")

What is Adobe Experience Manager Sites 6.5 ("AEM Sites")?

AEM Sites is a content and experience management platform for delivering digital cross-channel customer experiences. AEM Sites enables organizations to create and manage digital experiences at scale across all channels.

Products and Services	License Metric
AEM Sites Managed Services Enterprise	Per AEM Sites Managed Services Enterprise Base Package

AEM Sites Managed Services: Product limitations

2. AEM Sites Managed Services Enterprise

Licensing. A separate AEM Sites Managed Services Enterprise Base Package must be licensed for each AEM Deployment of AEM Sites Managed Services Enterprise. AEM Sites Managed Services Enterprise includes a license to use Content Fragments and Media Library which are part of the AEM Assets user interface, and Experience Fragments. AEM Sites Managed Services Enterprise is subject to the AEM Sites Performance Guardrail.

AEM Sites Managed Services Enterprise Base Package means the following configurations, as identified in this Sales Order:

(a)   **AEM Sites: MS Enterprise 99.9%.** Includes:
- 99.9% Minimum Uptime Percentage for 2 Publish Instances and 2 Dispatcher Instances for use in the production environment;
- 99.5% Minimum Uptime Percentage for 1 Author Instance for use in the production environment;
- total aggregate capacity across all production environment Author and Publish Instances of:
    o   Storage: 750 gigabytes;
    o   Network I/O: 1.5 terabytes per month; and
    o   Backup: 2.25 terabytes.
- 5 Stage Instances designated as 1 Author Instance, 2 Publish Instances, and 2 Dispatcher Instances for use in the non-production environment;
- total aggregate capacity across all Stage Instances of:
    o   Storage: 500 gigabytes;
    o   Network I/O: 250 gigabytes per month; and
    o   Backup: 500 gigabytes.
- up to 40 Concurrent Users;
- Service Tier 2; and
- the following Bundled On-demand Services:

- o use of the Adobe Analytics Essentials Distributed Code on any Customer Site maintained by AEM Sites Managed Services Enterprise; and
- o use of the Adobe Experience Targeting Distributed Code on any Customer Site maintained by AEM Sites Managed Services Enterprise.

What is Adobe Experience Manager Assets 6.5 ("AEM Assets")?

AEM Assets is a digital asset management tool that is integrated with the Adobe Experience Manager platform and enables Customer to share and distribute digital assets. Users can manage, store, and access images, videos, documents, audio clips, and rich media for use on the web, in print, and for digital distribution.

Products and Services	License Metric
AEM Assets Managed Services Enterprise	Per AEM Assets Managed Services Enterprise Base Package

AEM Assets Managed Services: Product limitations

2. AEM Assets Managed Services Enterprise

Licensing. A separate AEM Assets Managed Services Enterprise Base Package must be licensed for each AEM Deployment of AEM Assets Managed Services Enterprise. AEM Assets Managed Services Enterprise does not include use of Content Fragments, Experience Fragments and Content Services.

AEM Assets Managed Services Enterprise Base Package means the following configurations, as identified in this Sales Order:

(b) **AEM Assets: MS Enterprise 99.9%.** Includes:
- 99.9% Minimum Uptime Percentage for 2 Extra-Large Author Instances and 2 Dispatcher Instances for use in the production environment;
- total aggregate capacity across all production environment Author Instances of:
    - o Storage: up to the quantity of terabytes of Managed Services asset storage detailed in the AEM Assets Managed Services Enterprise SKU description on the Sales Order;
    - o Network I/O: 2 terabytes per month; and
    - o Backup: 3 times the amount of production environment storage.
- 4 Stage Instances designated as 2 Extra-Large Author Instances and 2 Dispatcher Instances for use in the non-production environment;
- total aggregate capacity across all Stage Instances of:
    - o Storage: 400 gigabytes;
    - o Network I/O: 200 gigabytes per month; and
    - o Backup: 400 gigabytes.
- up to 40 Concurrent Users;
- Service Tier 2; and
- the following Bundled On-demand Services:
    - o use of Brand Portal for up to 1000 Brand Portal Users and up to 10 terabytes of On-demand Storage;
    - o use of Smart Content Services; and

    o   use of the Adobe Analytics Essentials Distributed Code on any Customer Site for the sole purpose of monitoring the use of Customer Content managed within AEM Asset Managed Services Enterprise.

What is Adobe Experience Manager Forms 6.5 ("AEM Forms")?

AEM Forms is an enterprise document and form platform that enables Customer to capture and process information, deliver personalized communications, and protect and track information. AEM Forms extends business processes to a mobile workforce and clients by broadening service access to users equipped with a desktop, laptop, smartphone, or tablet.

Products and Services	License Metric
AEM Forms Managed Services Basic	Per AEM Forms Managed Services Basic Base Package
AEM Forms Managed Services Enterprise	Per AEM Forms Managed Services Enterprise Base Package

AEM Forms Managed Services: Product limitations

2. AEM Forms Managed Services Enterprise

Licensing. A separate AEM Forms Managed Services Enterprise Base Package must be licensed for each AEM Deployment of AEM Forms Managed Services Enterprise. AEM Forms Managed Services Enterprise includes use of the Media Library functionalities of AEM Assets. AEM Forms Managed Services Enterprise is subject to the AEM Forms Licensing Limitations. All AEM Forms Base Packages include a version of Adobe Acrobat. Notwithstanding any Adobe Acrobat license provided within AEM Forms, (1) licensed use of the included Adobe Acrobat is limited solely to processing automation within the PDFg functionality of AEM Forms as described in the Documentation, and (2) the Adobe Acrobat license will terminate on their earlier of (a) the License Term End Date and (b) if the included Acrobat license is not a feature restricted license, January 1, 2024. In the case of (b) above where Customer's license continues past this date, Customer must transition to a feature-restricted license for the duration of the License Term.

AEM Forms Managed Services Enterprise Base Package means the following configurations, as identified in this Sales Order:

(a)   **AEM Forms: MS Enterprise 99.99 - 10M Submissions.** Includes:
- 99.99% Minimum Uptime Percentage for 4 Publish Instances and 4 Dispatcher Instances for use in the production environment;
- 99.9% Minimum Uptime Percentage for 2 Author Instances for use in the production environment;
- total aggregate capacity across all production environment Author and Publish Instances of:
  - Storage: 1.5 terabytes;
  - Network I/O: 3 terabytes per month; and
  - Backup: 4.5 terabytes.
- 99.0% Minimum Uptime Percentage for 2 Author Instances, 4 Publish Instances, and 4 Dispatcher Instances for use in the pre-production environment;
- total aggregate capacity across all pre-production environment Author and Publish Instances of:
  - Storage: 1.5 terabytes;
  - Network I/O: 3 terabytes per month; and

- o   Backup: 4.5 terabytes.
- 10 Stage Instances designated as 2 Author Instances, 4 Publish Instances, and 4 Dispatcher Instances for use in the non-production environment;
- total aggregate capacity across all Stage Instances of:
  - o   Storage: 1 terabyte;
  - o   Network I/O: 500 gigabytes per month; and
  - o   Backup: 1 terabyte.
- up to 40 Concurrent Users;
- up to 10,000,000 Form Submissions per year;
- an average of 2 Documents of Record associated with each licensed Form Submission per year; not to exceed a total aggregate of 20,000,000 Documents of Record per year;
- Service Tier 2; and
- the following Bundled On-demand Services:
  - o   use of the Adobe Analytics Essentials Distributed Code on any adaptive forms or interactive communications (i.e., HTML renditions for capturing or displaying data that responds to the layout of the device and automatically serves up relevant sections of the form/document as needed) created and maintained by AEM Forms Managed Services Enterprise that meet the definition of Customer Sites; and
  - o   use of the Adobe Experience Targeting Distributed Code on any adaptive forms or interactive communications (i.e., HTML renditions for capturing or displaying data that responds to the layout of the device and automatically serves up relevant sections of the form/document as needed) created and maintained by AEM Forms Managed Services Enterprise that meet the definition of a Customer Site.

ADD-ONS

Products and Services	License Metric	Add-On Product and Services Applicability
AEM Assets for Sites/Forms	Per Deployment	AEM Sites or AEM Forms
AEM Forms for Sites/Assets (Submissions)	Per Deployment	AEM Sites or AEM Assets

Development (QA) Instance	Per Deployment	AEM Sites, AEM Assets or AEM Forms

Add-ons: Product Limitations

AEM Assets for Sites/Forms. AEM Assets for Sites/Forms Deployments may only be added to an AEM Deployment where an AEM Sites Managed Services Basic or Enterprise Base Package or an AEM Forms Managed Services Basic or Enterprise Base Package has been licensed. AEM Assets for Sites/Forms Deployments include:

- a Minimum Uptime Percentage equivalent to the Minimum Uptime Percentage of the production environment of the AEM Sites Managed Services Base Package or AEM Forms Managed Services Base Package to which AEM Assets is being added;
- a 2 vCPU increase in the production environment Author Instance and a 2 vCPU increase in the non-production environment Author Instance of the AEM Sites Managed Services Base Package or AEM Forms Managed Services Base Package to which AEM Assets is being added;
- up to the total number of Concurrent Users authorized in the AEM Sites Managed Services Base Package to which AEM Assets is being added or up to 40 Concurrent Users if AEM Assets is being added to an AEM Forms Managed Services Base Package;
- up to 1 terabyte of Managed Services asset storage;
- up to 3 terabytes of backup;
- a Service Tier equivalent to the Service Tier of the production environment of the AEM Sites Managed Services Base Package or AEM Forms Managed Services Base Package being to which AEM Assets is being added; and
- the following Bundled On-demand Services:
  - o use of Brand Portal for up to 200 Brand Portal Users and up to 1 terabyte of On-demand Storage;
  - o use of Smart Content Services; and
  - o use of the Adobe Analytics Essentials Distributed Code on any Customer Site for the sole purpose of monitoring the use of Customer Content managed within AEM Asset Managed Services.

AEM Forms for Sites/Assets (Submissions). AEM Forms for Sites/Assets (Submissions) Deployments may only be added to an AEM Deployment where an AEM Sites Managed Services Basic or Enterprise Base Package or an AEM Assets Managed Services Basic or Enterprise Base Package has been licensed. AEM Forms for Sites/Assets Deployments are subject to the AEM Forms Licensing Limitations. AEM Forms for Sites/Assets Deployments include:

- a Minimum Uptime Percentage equivalent to the Minimum Uptime Percentage of the production environment of the AEM Assets Managed Services Base Package or AEM Sites Managed Services Base Package to which AEM Forms is being added;
- 1 additional Publish Instance for use in the production environment and 1 additional Stage Instance designated as a Publish Instance for use in the non-production environment when added to an AEM Assets Managed Services Basic or Enterprise Base Package;
- up to the total number of Concurrent Users authorized in the AEM Assets Managed Services Base Package or AEM Sites Managed Services Base Package to which AEM Forms is being added;
- up to 100,000 Form Submissions per year;
- a Service Tier equivalent to the Service Tier of the production environment of the AEM Assets Managed Services Base Package or AEM Sites Managed Services Base Package to which AEM Forms is being added; and
- the following Bundled On-demand Services:
  - o use of the Adobe Analytics Essentials Distributed Code on any adaptive forms or interactive communications (i.e., HTML renditions for capturing or displaying data that responds to the layout of the device and automatically serves up relevant sections of the form/document as needed) created and maintained by AEM Forms Managed Services that meet the definition of Customer Sites; and
  - o use of the Adobe Experience Targeting Distributed Code on any adaptive forms or interactive communications (i.e., HTML renditions for capturing or displaying data that responds to the

layout of the device and automatically serves up relevant sections of the form/document as needed) created and maintained by AEM Forms Managed Services that meet the definition of a Customer Site.

- A version of Adobe Acrobat necessary for PDFg functionality. Notwithstanding any Adobe Acrobat license provided within AEM Forms, (1) licensed use of the included Adobe Acrobat is limited solely to processing automation within the PDFg functionality of AEM Forms as described in the Documentation, and (2) the Adobe Acrobat license will terminate on their earlier of (a) the License Term End Date and (b) if the included Acrobat license is not a feature restricted license, January 1, 2024. In the case of (b) above where Customer's license continues past this date, Customer must transition to a feature-restricted license for the duration of the License Term.

Development (QA) Instance (AEM: MS Dev/QA). Development (QA) Instances may only be added to the non-production environment of an AEM Deployment where an AEM Sites/Assets/Forms Managed Services Base Package has been licensed, and may not be used independently to perform any features or functions of AEM Managed Services.

DEFINITIONS

Activities means Page Views or API Calls made to the AEM Sites Managed Services to deliver content or data to the Customer Site. Each Page View or each quantity of five API Calls will be counted as one Activity. Activities do not include calls to a content delivery network.

Adobe Experience Targeting means, for customers without a license to Adobe Target that have not licensed a HIPAA-ready deployment of AEM Managed Services, use of the Adobe Experience Targeting Distributed Code as detailed in the definition of the applicable AEM Managed Services Base Package and the Adobe Experience Targeting rules-based targeting functionality available within the applicable AEM Managed Services Base Package, for up to 150 million Page Views per month (i.e., if Customer has multiple Adobe Experience Targeting deployments across AEM Sites Managed Services and Forms Managed Services Customer is limited to a cumulative 150 million Page Views per month across all such deployments (e.g., 150 million Page Views per month spread across Customer's Sites Managed Services and Forms Managed Services Adobe Experience Targeting deployments)). No access to the Adobe Experience Cloud user interface, or use of any associated functionality, and no A/B testing functionality is included with Adobe Experience Targeting.

Customer Data collected by Adobe Experience Targeting is stored outside of AEM Managed Services in an On-demand Services environment.

AEM Deployment means an independent Author Instance or linked cluster of Author Instances, with any number of connected Publish Instances.

AEM Forms Licensing Limitations means the following license limitations:

- **AEM Forms Portal**
  - The AEM Sites functionality included as part of AEM Forms Portal may only be used for the creation, management, administration and delivery of forms and Documents on a website, such as creation and customization of a web page associated with the search, display, retrieval and processing of forms and Documents, and for the authoring of emails that link back to Documents delivered on a website. Customer may not use the AEM Sites functionality included as part of AEM Forms Portal to publish web content or manage websites not related to forms processing or Document display.
  - Media Library may only be used in the composition of forms, Documents and correspondence, and related AEM Forms Portal web pages, but may not be used for general asset storage and management.

- **Reader Extensions.** For each AEM Forms Managed Services Basic or Enterprise Base Package licensed by Customer:
  - o Customer may use Reader Extensions on up to 100 unique Documents and Deploy these Documents to an unlimited number of Recipients.
  - o Customer may use Reader Extensions on an unlimited number of Documents when the Document has been rendered by the PDF Forms Rendering Engine immediately prior to its Deployment to a Recipient. In this unlimited use scenario, the Reader Extended Document may not be posted to a website or otherwise Deployed to more than one Recipient without re-rendering the Document using the PDF Forms Rendering Engine.

- **Fonts.** For fonts identified as "Licensed for print and preview embedding" here: http://www.adobe.com/products/type/font-licensing/additional-license-rights.html, Customer may embed copies of the font software distributed to Customer for use with AEM Forms into Customer's Documents only for the purpose of printing and viewing Documents.

- **AEM Forms Designer.** Copies of AEM Forms Designer must only be used by Customer on desktop or laptop Computers for use in conjunction with AEM Forms Managed Services. Any such use will not be counted as an additional Instance.

- **Digital Certificates.** Any purchase, use, or reliance upon digital certificates issued by third-party certificate authorities in conjunction with Customer's use of AEM Forms Managed Services is done at Customer's sole determination, risk, and responsibility.

- **Adobe Acrobat Professional.** Any Adobe Acrobat Professional provided to Customer in conjunction with AEM Forms Managed Services may only be installed on Computers where AEM Forms Managed Services has been installed and may only be used indirectly to the extent that the AEM Forms PDF Generator is designed to access Adobe Acrobat Professional programmatically as described in the Documentation.

- **Document Renditions Overages.** If Customer exceeds its annual Document Rendition allocation by 10% or more, Customer must license additional Document Renditions in a quantity that equals or exceeds the prior year's Document Renditions for the remainder of the License Term (including any renewals) via a Sales Order Addendum.

- **Form Submissions Overages.** If Customer exceeds its annual Form Submission allocation by 10% or more, Customer must license additional Form Submissions in a quantity that equals or exceeds the prior year's Form Submissions for the remainder of the License Term (including any renewals) via a Sales Order Addendum.

- **Form Submissions.** Customer's license to AEM Forms Managed Services Renditions does not include a license to use Form Submission features and functionality, which requires purchasing the AEM Forms Managed Services Additional Submissions (Form Submissions) add-on.

- **Document Renditions.** Customer's license to AEM Forms Managed Services Submissions does not include a license to use Document Rendition features and functionality, which requires purchasing the AEM Forms Managed Services Additional Renditions (Document Renditions) add-on.

AEM Forms Portal means an AEM Forms Managed Services module that allows for limited access to AEM Sites functionality and Media Library for use in conjunction with AEM Forms Managed Services. A reasonable number of User licenses are included with AEM Forms Portal, but any such Users are only authorized to use the AEM Sites

functionality and Media Library subject to the limits of AEM Forms Portal and are not authorized to access the full functionality of AEM Sites and AEM Assets.

AEM Sites Performance Guardrail means each production environment Publish Instance included with AEM Sites Managed Services Enterprise may support up to 20 million Activities per month based on normalized traffic patterns (i.e., traffic patterns with traffic spikes of less than 25% over the monthly average) and reasonable Customer Customizations. If Activities increase beyond normalized traffic patterns in a way that threatens system performance, Adobe will make reasonable efforts to support excess Activities for up to 2 weeks per quarter at no additional charge to Customer. However, Adobe will not be responsible for any performance degradation due to such increase in Activities beyond normalized traffic patterns or quantity and quality of Customer Customizations. Customers who consistently exceed the AEM Sites Performance Guardrail may elect to license additional capacity to avoid performance degradation. Customer may exceed the AEM Sites Performance Guardrail if system performance is not adversely affected.

API Call means an HTTP application program interface (API) request to get or change data made by an application that is using an HTTP client to make the request.

Author Instance means the environment where Users can enter and manage the content of Customer's website. All Author Instances are Large Instances unless otherwise designated as Extra-Large Instances.

Backup means the total combined backup space available for each AEM Deployment.

Brand Portal means the Brand Portal On-demand Service. Brand Portal On-demand Services-based storage is counted as part of Customer's total storage.

Brand Portal User means an individual who may use or access the Brand Portal user interface. Brand Portal Users licenses may not be used concurrently (i.e., the same login ID may not be used by more than one User or Computer at a discrete moment in time) or by multiple Users.

Concurrent Users means the number of Users simultaneously accessing the production environment Author Instance(s) of the Managed Services. The out-of-the-box, non-customized AEM Managed Services have been scoped to support a specified number of Concurrent Users (as detailed in the description of the Products and Services) based on the average User-driven load placed on the production environment Author Instance(s) of the Managed Services. If the number of Concurrent Users at any point exceeds the number of Concurrent Users specified in the description of the applicable Products and Services, or Customer's average User-driven load placed on the production environment Author Instance(s) of the Managed Services exceeds Adobe's pre-scoped average, Customer may experience performance limitations. If Customer's average User-driven load placed on the production environment Author Instance(s) of the Managed Services is less that Adobe's pre-scoped average, Customers' AEM Managed Services deployment may support more than the specified number of Concurrent Users (as detailed in the description of the Products and Services).

Content Fragment means a unit of structured content with content elements whose interrelationships are defined in a content model.

Customer Enablement Engineer means a pooled resource that may answer questions regarding Managed Services best practices from up to 10 named Customer technical support contacts for up to 90 total hours of Customer Enablement Engineer time per year, unless otherwise set forth in a Sales Order. Adobe provides no specific response times in association with a Customer Enablement Engineer.

Customer Success Engineer means a resource that may answer questions from a maximum of 10 named Customer technical support contacts regarding the initial implementation of the Managed Services, the upgrade process, and Managed Services best practices. Such Customer Success Engineer will be available from 9am to 5pm Monday

through Friday in the time zone where the Customer's Customer Success Engineer is located. Adobe provides no specific response times in association with a Customer Success Engineer.

Deploy means to deliver or otherwise make available, directly or indirectly, by any means, a Document to one or more persons or entities including Recipients. A Document that has been Deployed will be deemed to remain Deployed until it is no longer available for distribution.

Development (QA) Instance means the non-production environment for performing development functions such as designing, coding, testing and quality assurance. All Development (QA) Instances are Large Instances.

Dispatcher Instance means the environment for the caching or load balancing tool for a dynamic web authoring environment. For caching, the Dispatcher Instance works as part of an HTTP server that caches as much of the static website content as possible and accesses the website's layout engine as infrequently as possible. In a load-balancing role, the Dispatcher Instance distributes load across different clustered Instances. All Dispatcher Instances are Large Instances.

Document means an electronic or printed file that is processed or generated by AEM Forms, including Documents that contain data fields where data may be entered and saved. A Document will be deemed "unique" unless it is an identical copy of a Deployed Document, is a direct language translation of a Deployed Document, differs from other Deployed Documents only with respect to correction of typographical errors, or contains pre-Deployment customizations of information about Recipients (e.g. name, address, account number, etc.) and similar differences that do not alter the fundamental business purpose of the Document.

Document of Record means a pdf representation of the form that is generated upon submission which may be downloaded by the end user submitting the form or archived by Customer.

Document Rendition means the rendering of a Document by combining a template and data, digitally signing or certifying a Document, or the conversion of a Document from one format to another–regardless of the length or final format of the Document. The out-of-the-box, non-customized AEM Forms Managed Services have been scoped to support a specified number of Document Renditions per year (as detailed in the description of the Products and Services) based on normalized Document Rendition patterns (i.e., Document Rendition patterns with hourly Document Rendition spikes of less than 25% over the hourly average). If Document Renditions increase beyond normalized Document Rendition patterns in a way that threatens system performance, Adobe will make reasonable efforts to support Document Renditions spikes for Customer for up to 2 weeks per quarter at no additional charge to Customer.

Extra-Large Instances means an allocation of 4 vCPUs.

Form Submission means the submission of data from any form of any type authored by AEM Forms that results in the submission of data to a database or other storage repository, regardless of location. Where a form consists of multiple pages or panels, a submission of the form is considered a single Form Submission. Partially completed forms do not count as Form Submissions: only the final form submission is considered a Form Submission. Each form in a form set counts as an individual Form Submission. The out-of-the-box, non-customized AEM Forms Managed Services have been scoped to support a specified number of Form Submissions per year (as detailed in the description of the Products and Services) based on normalized Form Submission patterns (i.e., Form Submission patterns with hourly Form Submission spikes of less than 25% over the hourly average). If Form Submissions increase beyond normalized Form Submission patterns in a way that threatens system performance, Adobe will make reasonable efforts to support excess Form Submissions for Customer for up to 2 weeks per quarter at no additional charge to Customer.

Instance means:

(a)   for Managed Services deployments, one copy of AEM Managed Services running on one Computer; and

(b)   for On-premise Software deployments, one copy of the On-premise Software instantiated and running within a java virtual machine process on one physical Computer or virtual environment.

Each Instance can be designated as either an Author Instance or Publish Instance, but each will be counted separately as one Instance.

Large Instance means an allocation of 2 vCPUs.

Media Library means the following functionalities available in AEM Assets for use at the individual digital asset level: storage of ready to use digital assets in support of Customer's web content management system and enterprise document and form use cases; managing metadata properties under the Properties Basic tab; accessing the Timeline features (including viewing Comments, managing asset Versions, starting Workflows and viewing Activities); adding comments via the Annotate icon; managing static Renditions; for web and digital usage. Use of any other features of AEM Assets requires a full AEM Assets license.

Network I/O means the total combined input and output traffic, to and from the given cloud region, for each AEM Deployment. There is no limit on the transmission of information that does not depart the regional cloud and is instead terminated at another server with than regional cloud.

Page View means a single view of an email or web page of an internet site, including application screen views, application screen states, mobile web pages, and social network pages. Page Views occur each time a web page is loaded or refreshed, an application is loaded, or when content renders or is shown through an opened or viewed email. With respect solely to Dynamic Media, (a) Page Views are further counted any time a request triggers activity at the origin and/or cache service, and (b) Page Views are counted on all of Customer's internet sites, applications, mobile web pages, and social network pages, irrespective of Dynamic Media use.

PDF Forms Rendering Engine means the server-based component of AEM Forms that dynamically renders and Deploys a PDF form for filling, saving and submission.

Player means a digital media computer on which the AEM Screens application is installed for the purpose of managing content and experiences on a connected display panel. One Player may only drive up to two displays and may not be used to re-broadcast content to more displays.

Primary Server Call means each page view, exit link, download, customer link, or other event on the Customer Site(s) to the extent that Customer tags, allows to be tagged, or causes to be tagged such page views, exit links, downloads, custom links, and other events for purposes of accessing and using Adobe Analytics Essentials. Each tagged page view, exit link, campaign container request, download, custom link, or other event will be counted as one Primary Server Call. If applicable, each row of data imported from offline sources will be counted as one Primary Server Call.

Processing Instance means the environment where run-time processing operations, which do not occur on the Publish Instance, are conducted.

Publish Instance means the environment that makes content available to Customer's intended audience. All Publish Instances are Large Instances unless otherwise designated as Extra-Large Instances.

Reader Extensions means an AEM Forms Managed Services module that, when used on Documents, enables Customer to activate additional Reader Features in Adobe Acrobat Reader.

Reader Features means:

(a)   certain technology embedded into PDF files by AEM Forms Managed Services that enables features in Adobe Acrobat Reader software that would not otherwise be available (e.g., the ability to save documents locally or add annotations); and

(b)   metadata (stored on a Computer and/or embedded in an electronic file of a supported file format) that contains or refers to access and usage rights designed to be enforced by Adobe Forms Rights Management directly or through supported software applications.

Recipient means a person to whom Customer directly or indirectly Deploys Documents. Recipient licenses may not be shared or used by more than one individual Recipient but may be reassigned:

(a)   when new Recipients replace former Recipients who have terminated their engagement with Customer; or

(b)   upon written permission from Adobe.

Secondary Server Call means each duplicate page view, exit link, download, custom link, or other event on the Customer Site(s) to the extent that Customer enables multi-site tagging or real-time segmentation of Customer Data using VISTA rules (Visitor Identification, Segmentation, and Transformation Architecture) on such Customer Site(s).

Service Tier means

Features	Tier 1	Tier 2
Access to a Customer Enablement Engineer	up to 90 hrs/yr	
Access to a Customer Success Engineer		X
Self-service automation	X	X
24/7 user support & monitoring	X	X
Patches & upgrades	X	X
Backup, restore & disaster recovery	X	X
Pre-configured installation	X	X
Onboarding call for customers & partners	X	X
Best practice coaching		X
Go-live readiness & upgrade coaching		X
Dedicated launch day support	As requested	X
Customized monitoring		X
System architecture customization support		X
Ongoing code deployment with managed code repository		X
Ongoing performance tuning & production customization support		X
Managed scheduled maintenance		X
Production administration		X

Smart Content Services means the Smart Content Services On-demand Service. Customer may elect to send its tagged images to Smart Content Services for processing. Customer acknowledges that such processing will enable Smart Content Services to learn and more closely replicate Customer's tagging methodology when processing future images.

Stage Instance means the non-production environment used to validate content changes before being applied in the production environment. All Stage Instances are Large Instances unless otherwise designated as Extra-Large Instances.

Storage means the total combined storage available, at any one time, for all active data in each AEM Deployment. Storage may include object storage and solid-state drive storage as necessary for the efficient operation of the Managed Services at a ratio specified solely by Managed Services standard operating procedure.

Unit means 1 million GB-seconds per month with respect to I/O Runtime On-demand Services.

User has the meaning set forth in the General Terms, but also includes individuals who may access the Products and Services programmatically (such as through the use of an API) for any purpose.

Visual Configurator means real-time image rendering technology and framework to enable Customer online visual configuration solutions for personalization and customization effects, such as real-time rendering of colors, textures, surfaces, patterns, monograms, engravings into product images or scenes. Customer's license of Visual Configurator includes 10 Instances of Scene7 Image Authoring.

1:1 Templates means dynamically assembled and delivered 1:1 personalized rich media content (e.g., banners and email) for targeted site visitors.

Exhibit D

<div align="center">

Unified Service Level Agreement – Adobe On-demand and Managed Services
(effective 10 October 2023)

</div>

This Unified Service Level Agreement ("SLA") is governed by the terms of the General Terms, the applicable PSLT, and the applicable Sales Order.

1. **Definitions.** Capitalized terms not defined herein will have the same meaning as defined in the Agreement.

    1.1 **"Available or 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 Service.

    1.2 **"Calendar Month"** means the calendar month to which this SLA applies and for which Uptime Percentage is being calculated.

    1.3 **"Covered Service"** for purposes of this SLA specifically means any or all of the following On-demand or Managed Services that Customer has licensed and paid for in an applicable Sales Order, except for any Excluded Services (as outlined below):
    - 1.3.1   Adobe Analytics Select, Prime, and Ultimate (except as excluded below in 1.6) ("Analytics");
    - 1.3.2   Adobe Audience Manager ("AAM");
    - 1.3.3   Adobe Advertising Cloud ("Advertising Cloud");
    - 1.3.4   Adobe Campaign Standard ("Campaign");
    - 1.3.5   Adobe Campaign Managed Cloud Services;
    - 1.3.6   Adobe Commerce on Cloud (Production Environment only) (except as excluded below in 1.6);
    - 1.3.7   Adobe Commerce on Managed Service (Production Environment only) (except as excluded below in 1.6);
    - 1.3.8   Adobe Connect ("Connect"):
        - 1.3.8.1 Connect On-demand Services;
        - 1.3.8.2 Connect Managed Services;
    - 1.3.9   Adobe Experience Platform ("AEP"):
        - 1.3.9.1 AEP Intelligence;
        - 1.3.9.2 Customer Journey Analytics for Adobe Analytics (including Select, Prime, and Ultimate);
        - 1.3.9.3 Customer Journey Analytics (including Foundation and Select);
        - 1.3.9.4 Journey Optimizer Prime, Select and Ultimate;
        - 1.3.9.5 Profile Orchestration
        - 1.3.9.6 Offer Decisioning;
        - 1.3.9.7 Real-time Customer Data Platform (including the B2C, B2B and B2P Prime and Ultimate Editions);
        - 1.3.9.8 Real-time Customer Data Platform Connections;
    - 1.3.10   Adobe Experience Manager Assets Essentials ("Assets Essentials");
    - 1.3.11   Adobe Experience Manager Brand Portal;
    - 1.3.12   Frame.io ("Frame");
    - 1.3.13   Adobe Learning Manager;
    - 1.3.14   Marketo Engage ("Marketo");
    - 1.3.15   Adobe Primetime ("Primetime"):
        - 1.3.15.1 Primetime Authentication;
        - 1.3.15.2 Primetime Concurrency Monitoring for MVPD;
        - 1.3.15.3 Primetime Concurrency Monitoring for Programmer Provider;
        - 1.3.15.4 Primetime Ad Currency Optimization;
        - 1.3.15.5 Primetime Ad Insertion;
        - 1.3.15.6 Adobe Primetime TVSDK;

1.3.16　Adobe Acrobat Sign Solutions for Enterprise ("Acrobat Sign");

1.3.17　Adobe Target (except as excluded in 1.6) ("Target"); and,

1.3.18　Workfront

1.4 **"Downtime"** means the minutes during the Calendar Month when the Covered Service is not Available to the Customer, except any Excluded Minutes as outlined below.

1.5 **"Excluded Minutes"** means the minutes that the Covered Service is not Available caused by one or more of the following:

A) acts or omissions of Customer, its agents, employees, or contractors, or acts or modifications as directed or authorized by Customer, or breach of the terms of the Agreement that apply to the Covered Service;

B) Customer's failure to adhere to Adobe's documented recommendations, including hardware or software configuration necessary to meet minimum system requirements for the Covered Service;

C) Spikes in demand for system resources for which Customer and Adobe did previously not agree in writing to a process to allow Adobe to make accommodation for such increase in demand unless otherwise agreed to in a Sales Order; or

D) software, hardware, or third-party services or third-party integrations not provided or controlled by Adobe, or events beyond Adobe's reasonable control, including but not limited to force majeure events, any law, regulation or order issued by the government, or any agency or department, which, in the reasonable opinion of Adobe, effectively prohibits or restricts Adobe from offering the Covered Service, or imposes significant additional costs on Adobe to provide the Covered Service, in the territory.

1.6 **"Excluded Services"** means the On-demand or Managed Services that are excluded from the definition of Covered Services for the purpose of the definition of Availability under this SLA as follows: AEM as a Cloud Service, AEM Managed Service, Commerce Business Intelligence, Commerce Order Management, Advanced Reporting, Commerce Integration Framework, payment services for Adobe Commerce and Magento Open Source, Analytics Foundation Packs, Adobe Analytics for Streaming Media, Campaign Cloud Messaging and Campaign Transactional Messaging, Campaign Classic Managed Services, Creative Cloud, Dynamic Media Classic, Dynamic Media, Adobe Developer App Builder, Adobe I/O Runtime, PDF Services API, Personalized Media, and Personalization Foundation Pack by Target. Product add-ons not specifically listed under a Covered Service are Excluded Services.

1.7 **"Maximum Uptime"** means the total minutes in the Calendar Month (e.g. 44,640 minutes in the month of July) minus Maintenance Minutes during the same Calendar Month.

1.8 **"Maintenance Minutes"** means the number of minutes elapsed during maintenance performed by Adobe that results in the Covered Service not being Available where Adobe has provided Customer with at least three business days advance notice.

1.9 **"Minimum Uptime Percentage"** means 99.9%.

1.10 **"Spike"** means a >50% increase in the number of daily activities processed by the Covered Service above the normalized daily activity patterns (i.e., the greater of the average daily activity pattern for the prior 30-day period, excluding any Spikes, or the contracted activity volume).

1.11 **"Uptime Percentage"** means the Maximum Uptime minus Downtime, divided by Maximum Uptime.

2. **Maintenance and Incident Notification Process.** Adobe posts notices regarding maintenance and other outages at status.adobe.com. Customer can subscribe to receive notices of maintenance and other outages through https://status.adobe.com/ via the "Manage subscriptions" functionality. Notwithstanding the

foregoing, for notices related to Frame, Customer can refer to and subscribe to receive updates from https://status.frame.io/.

3. **Service Credits.**

   3.1 Uptime Percentage. If during any full calendar month of the term of the Agreement, the Uptime Percentage for a Covered Service is lower than the Minimum Uptime Percentage, and Customer notifies Adobe in writing (through Customer's CSM, as applicable, or Adobe Customer Care) about such Downtime within 30 days of the Downtime, Adobe shall provide Customer with a service credit for that Covered Service in accordance with the table below in Section 3.2 ("**Service Credit**"). The Service Credit percentage will be calculated against Monthly Fees for the Covered Service and will be paid against future fees. The "**Monthly Fee**" will be calculated based upon the licensing fees for the Covered Service as stated in the applicable Sales Order (excluding flow-through costs for third-party services (e.g., media buys, data)). If, for example, the licensing fee for the Covered Service is an annual licensing fee, then the Monthly Fee will be equal to the annual licensing fee applicable to the Covered Service divided by 12. Adobe reserves the right to apportion value to Covered Services when Customer has licensed multiple products under one SKU in order to calculate Service Credits.

   3.2 Service Credit Table.

Uptime Percentage	Service Credit %
≥ 99.5% but < 99.9%	5% of Monthly Fees
≥ 95.0% but < 99.5%	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	25% of Monthly Fees

   3.3 Exclusive Remedies/Cumulative Service Credits. Except as provided in section 4 below, any Service Credits provided pursuant to this Service Level Agreement will constitute Adobe's sole liability and Customer's sole and exclusive remedy for any failure to achieve the Minimum Uptime Percentage. Failure to achieve the Minimum Uptime Percentage for the Covered Service will result in the Service Credit % applicable to each Covered Service, subject to a maximum cumulative Service Credit % of 25% of total Monthly Fees for the Covered Service (regardless of the number of individual service failures in the applicable month).

4. **Termination for Chronic Failure.** If Adobe fails to maintain an Uptime Percentage of ≥ 90% for any individual Covered Service for any 3 months in a 6-month period ("Minimum Level of Service"), Customer may terminate that single affected Covered Service upon 10 days written notice to Adobe from the date there is a failure to meet the Minimum Level of Service.

07 February **2024** 11:14:52 AM
CONFIDENTIAL

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: $_____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

_____
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.