Adobe Sales Order

Adobe Contact: Tim Vaughan

Tel: 1-385-345-0000

Contracting Entity	City and County of Denver
Agreement Number	DR535563, DR983430
Currency	USD

Products and Services Pricing Detail:

Adobe On-demand Services

The On-demand Services will be provided for a term of 48 months ("License Term"). The License Term commences from the date of delivery of the Managed Services ("Effective Date") and is for a period of 48 months. The dates below therefore represent best estimates of Start and End Dates of the License Term. Notwithstanding anything stated to the contrary, Customer may terminate the License Term at any time after the first (1st) anniversary of the Effective Date pursuant to applicable law making any obligation under this Agreement contingent upon the availability of appropriated funds from which payments can be made or subject to regulations allowing Customer to terminate for convenience. In the event Customer so terminates the License Term, Customer shall not be entitled to a refund of any fees paid hereunder.

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit of Measure/ Metric	License Term Start Date	License Term End Date	Unit Price	Total Fees
0010	38049700	ADOBE TARGET CLASSIC[1]	Advance | Annually - In	10.00	Millions/SERVER CALLS Per Year	1 Jan 2016	31 Dec 2019	1,000.00	40,000.00
0020	38049432	ADOBE ANALYTICS STANDARD[2]	Advance | Annually - In	1.00	Millions/SERVER CALLS Per Month	1 Jan 2016	31 Dec 2019	833.33	39,999.84

Adobe On-demand Services:	**79,999.84**

[1]Embedded Professional Services will be provided during the first 12 months of the License Term and Adobe Professional Services will engage with Customer to assist the Customer in use of the Adobe Target Standard interface. The limited Services provided may include: phone or web-based enablement sessions delivering best practices for the Adobe Target Standard environment; assisting Customer to create and run up to 5 A/B tests within each quarter of this service; or reviewing with Customer test results for the chosen primary success metric for each A/B test. During the License Term that Embedded Professional Services are available, Customer will be required to: select 1 person who will engage with Adobe Professional Services for this offering; choose 1 test type (e.g. swap text/imagery or hide/show existing page elements) from Top 10 Industry List provided by Adobe; specify 1 success metric and alternate recipe per test; provide all required assets (Imagery, HTML, CSS, custom JavaScript, etc.) to run the test; and set up the required Adobe Target code in advance, set up any additional metrics and recipes, perform QA, and launch the tests. Limitations to the Embedded Professional Services are that: Adobe Professional Services will be performed remotely by Adobe; hours or Services are only for use with this purchase of Adobe Target Standard during the initial 12 months of the License Terms if the License Term for Adobe Target Standard exceeds 12 months or is renewed then Embedded Professional Services will not be included for any months beyond the initial 12 months of the initial License Term; and the Embedded Professional Services are not interchangeable with any other Adobe Professional Services project. Named Domains include the following designated sites within the Customer Site(s): <Value not found-consult local SOS>. The Page Views Per Year identified on the line item is the Estimated Annual Page View Traffic for the initial 12 months. Customer has unlimited, commercially reasonable use of Adobe Target Standard on the Named Domains during the License Term for the fee identified on the line item, except that after each 12 month period of the License Term, including any renewal thereafter, Adobe will review the actual Page View traffic across the Named Domains and if Customer's actual Page View Traffic increases by 15% over the initial estimated Annual Page View Traffic or the prior year's Annual Page View Traffic then Adobe may revise the Estimated Annual Page View Traffic for subsequent years in the License Term to match the Actual Page View Traffic and increase the flat fee for the remainder of the License Term in proportion to the increased revised Estimated Annual Page View Traffic. Customer will be responsible to pay any excess fees as a result of an increase in the Estimated Annual Page View Traffic in accordance with the billing terms in the Agreement. Customer will not receive any credit, reduction in flat fee, or revision of the Estimated Annual Page View Traffic when the Actual Page View Traffic for any 12-month period is below the Estimated Annual Page View Traffic for any prior year. For a period up to 30 days prior to the Start Date (the "Implementation Period"), but in no event earlier than the Effective Date, Customer is granted a limited license to access the Products and Services for the sole purpose of implementation and testing at no additional cost to Customer, subject to all other terms and conditions of the Agreement. Further, Adobe may provide consulting services, as further described in this Sales Order, for Adobe Target Standard during the Implementation Period.

Adobe Managed Services

The AEM Managed Services will be provided for a term of 61 months ("License Term"). The License Term commences from the date of delivery of the Managed Services ("Effective Date") and is for a period of 61 months. The dates below therefore represent best estimates of Start and End Dates of the License Term. Notwithstanding anything stated to the contrary, Customer may terminate the License Term at any time after the first (1st) anniversary of the Effective Date pursuant to applicable law making any obligation under this Agreement contingent upon the availability of appropriated funds from which payments can be made or subject to regulations allowing Customer to terminate for convenience. In the event Customer so terminates the License Term, Customer shall not be entitled to a refund of any fees paid hereunder.

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit of Measure/ Metric	License Term Start Date	License Term End Date	Unit Price	Total Fees
0030	58051635	AEM SITES:MS 99.9%[1]	Advance | Annually - In	1.00	Each/BASE Per Year	1 Dec 2014	31 Dec 2014	21,000.00	21,000.00
0040	58051593	AEM:MS USERS[2]	Advance | Annually - In	100.00	Each/USER Per Year	1 Dec 2014	31 Dec 2014	19.50	1,950.00
0050	38051570	AEM:MS NON-PRODUCTION MED CAPACITY[3]	Advance | Annually - In	2.00	Each/INSTANCE Per Year	1 Dec 2014	31 Dec 2014	750.00	1,500.00
0060	38051571	AEM:MS NON-PRODUCTION LG CAPACITY[4]	Advance | Annually - In	1.00	Each/INSTANCE Per Year	1 Dec 2014	24 Dec 2014	1,550.00	1,550.00
0070	58051668	AEM ASSETS:MS ADDITIONAL INSTANCES 99.5%[5]	Advance | Annually - In	1.00	Each/INSTANCE Per Year	1 Dec 2014	31 Dec 2014	4,000.00	4,000.00
0080	58051635	AEM SITES:MS 99.9%[6]	Advance | Annually - In	1.00	Each/BASE Per Year	1 Jan 2015	31 Dec 2015	210,250.00	210,250.00
0090	58051593	AEM:MS USERS[7]	Advance | Annually - In	100.00	Each/USER Per Year	1 Jan 2015	31 Dec 2015	190.00	19,000.00
0100	38051571	AEM:MS NON-PRODUCTION LG CAPACITY[8]	Advance | Annually - In	1.00	Each/INSTANCE Per Year	1 Jan 2015	31 Dec 2015	14,500.00	14,500.00
0110	38051570	AEM:MS NON-PRODUCTION MED CAPACITY[9]	Advance | Annually - In	2.00	Each/INSTANCE Per Year	1 Jan 2015	31 Dec 2015	9,000.00	18,000.00
0120	58051668	AEM ASSETS:MS ADDITIONAL INSTANCES 99.5%[10]	Advance | Annually - In	1.00	Each/INSTANCE Per Year	1 Jan 2015	31 Dec 2015	40,250.00	40,250.00
0130	58051635	AEM SITES:MS 99.9%[11]	Advance | Annually - In	1.00	Each/BASE Per Year	1 Jan 2016	31 Dec 2019	258,500.00	1,034,000.00
0140	58051593	AEM:MS USERS[12]	Advance | Annually - In	100.00	Each/USER Per Year	1 Jan 2016	31 Dec 2019	210.00	84,000.00
0150	38051571	AEM:MS NON-PRODUCTION LG CAPACITY[13]	Advance | Annually - In	1.00	Each/INSTANCE Per Year	1 Jan 2016	31 Dec 2019	20,000.00	80,000.00
0160	38051570	AEM:MS NON-PRODUCTION MED CAPACITY[14]	Advance | Annually - In	2.00	Each/INSTANCE Per Year	1 Jan 2016	31 Dec 2019	10,000.00	80,000.00
0170	58051668	AEM ASSETS:MS ADDITIONAL INSTANCES 99.5%[15]	Advance | Annually - In	1.00	Each/INSTANCE Per Year	1 Jan 2016	31 Dec 2019	50,000.00	200,000.00

Adobe Managed Services:	**1,810,000.00**

[1-15]**Renewal Term:** Notwithstanding any term herein to the contrary, the Products and Services listed on this Line Number does not renew.

Adobe Professional Services

In connection with the Professional Services purchased herein, the Customer will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by Adobe in connection with the Services. Except as otherwise provided in the PSD, such expenses shall be charged to the Customer at cost and shall be included on the relevant invoice for the Professional Services. Adobe shall provide the Professional Services purchased hereunder on a schedule mutually agreed to by the Parties, but in no event sooner than the Start Date set forth herein.

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit of Measure/ Metric	Start Date	End Date	Unit Price	Total Fees
0010	38051053	BLENDED SW TBE[1]	Monthly as Incurred	235.00	Hours/ One Time	31 Jan 2014	30 Jan 2015	212.50	49,937.50
0020	38051053	BLENDED SW TBE[2]	Monthly as Incurred	120.00	Hours/ One Time	31 Jan 2014	30 Jan 2015	212.50	25,500.00
0030	38050785	MILESTONE PROFESSIONAL SVC FEE TBE - NS[3]	Upon Completion of Milestone	1.00	Each/ One Time	31 Jan 2014	30 Jan 2015	110,000.00	110,000.00
0040	38050785	MILESTONE PROFESSIONAL SVC FEE TBE - NS[4]	Upon Completion of Milestone	1.00	Each/ One Time	31 Jan 2014	30 Jan 2015	110,000.00	110,000.00
0050	38050785	MILESTONE PROFESSIONAL SVC FEE TBE - NS[5]	Upon Completion of Milestone	1.00	Each/ One Time	31 Jan 2014	30 Jan 2015	165,000.00	165,000.00
0060	38050785	MILESTONE PROFESSIONAL SVC FEE TBE - NS[6]	Upon Completion of Milestone	1.00	Each/ One Time	31 Jan 2014	30 Jan 2015	255,000.00	255,000.00
0070	38050785	MILESTONE PROFESSIONAL SVC FEE TBE - NS[7]	Upon Completion of Milestone	1.00	Each/ One Time	31 Jan 2014	30 Jan 2015	90,000.00	90,000.00
0080	38050785	MILESTONE PROFESSIONAL SVC FEE TBE - NS[8]	Upon Completion of Milestone	1.00	Each/ One Time	31 Jan 2014	30 Jan 2015	90,000.00	90,000.00

Adobe Professional Services:	895,437.50

[1-2]Custom Adobe Professional Services project providing services and resources as set forth in the attached Professional Services Description up to the hours purchased herein. Customer will be invoiced for services hours delivered in accordance with this Agreement. Unused hours will not be invoiced. Additional hours may be purchased via the execution of a new Sales Order or an Amendment to the Agreement.

[3-8]Custom Milestone Adobe Professional Services project providing services and resources as set forth in the attached Professional Services Description.

Sales Order Terms and Conditions

1. All Products and Services listed on this Sales Order are provided to the City and County of Denver (the "City" or "Customer") under the terms of (a) this Sales Order, (b) the Adobe Enterprise Licensing Terms ("Licensing Terms") (2014v2) which consist of the General Terms, the Exhibit for Managed Services , the Exhibit for On-demand Services, the Exhibit for Professional Services, the Product Descriptions and Metrics (PDMs) for AEM Managed Services, Adobe Analytics and Adobe Target, the current versions of which are attached hereto, and are available at www.adobe.com/legal/terms/enterprise-licensing.html and (c) the Professional Services Description attached to this Sales Order (collectively, the "Agreement").

2. Notwithstanding anything to the contrary in the Licensing Terms, the following terms shall apply to this transaction and shall take precedence, in the event of conflict, over the Licensing Terms:

(a) **COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES**. Adobe will comply with all applicable laws in performing Services under this Agreement. Any Adobe personnel visiting City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. City will provide copies of such policies to Adobe upon request.

(b) Warranty of Authority. Each party represents and warrants that it has the right to enter into this Agreement. Adobe represents and warrants that it has the unrestricted right to provide the Services, and that it has the financial viability to fulfill its obligations under this Agreement. Adobe represents, warrants and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. Adobe represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Services. This warranty shall survive the expiration or termination of this Agreement.

(c) Third Party Warranties and Indemnities. Adobe will assign to City all Third Party warranties and indemnities that Adobe receives in connection with any products provided to City. To the extent that Adobe is not permitted to assign any warranties or indemnities through to City, Adobe agrees to specifically identify and enforce those warranties and indemnities on behalf of City to the extent Adobe is permitted to do so under the terms of the applicable Third Party agreements.

(d) Adobe acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Public Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

(e) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed THREE MILLION TWO HUNDRED AND SIXTY THOUSAND DOLLARS ($3,260,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Adobe beyond that specifically described in this Sales Order. Any services performed beyond those in this Sales Order are performed at Adobe's risk and without authorization under the Agreement.

(f) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. All travel expenses incurred by Adobe, must be agreed to by the City prior to being incurred. The City is exempt from payment of taxes and shall provide Adobe a tax exemption certificate.

(g) Examination of Records: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations subject to the following:

   1. Provide Adobe with assurance that the Audit will be conducted with the following conditions: (i) at least 30 days' notice shall be provided prior to audit; (ii) the audit shall be performed during regular business hours; (iii) the audit shall not jeopardize or threaten to jeopardize the confidentiality of Adobe data; (iv) no audit software will be installed in Adobe's environment; (v) audit will be conducted no more frequently than once per year; and (vi) avoid unnecessary disruption of Adobe's operations and unnecessary interference with Adobe's ability to perform the services.

   2. The audit will be conducted at the customer's expense.

   3. Following any audit, Customer shall conduct an exit conference with Adobe to obtain factual concurrence with the issues identified in the review.

4. Customer shall comply with Adobe's physical and information security procedures

(h) Customer may terminate the License Term at any time after the first (1st) anniversary of the Effective Date pursuant to applicable law making any obligation under this Agreement contingent upon the availability of appropriated funds from which payments can be made or subject to regulations allowing Customer to terminate for convenience. In the event Customer so terminates the License Term, Customer shall not be entitled to a refund of any fees paid hereunder.

(i) Governing Law: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Any provisions in the Licensing Terms selecting a particular judicial forum or form of alternative dispute resolution for resolving claims relating to the Agreement are hereby deleted.

(j) No Discrimination in Employment: In connection with the performance of work under the Agreement, the Adobe may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Adobe shall insert the foregoing provision in all subcontracts.

(k) Electronic Signatures and Electronic Records: Adobe consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(l) In compliance with applicable law, Customer does not agree to pay any costs, fees, or damages arising from claims against Adobe relating to use of the software by the Customer. Therefore, Customer shall not have any indemnity obligations to Adobe relating to use or distribution of the software by Customer and its contractors, subcontractors and assigns. Any contrary provisions in the Licensing Terms are hereby deleted. Notwithstanding, Customer acknowledges that Adobe is not responsible for any liabilities, losses, damages, action or claims, including all costs and expenses associated therewith, including attorney's fees ("Losses") arising out of or related to its use or distribution of the software, including use of a Certificate Authority, by Customer and its contractors, subcontractors and assigns.

(m) In addition to the indemnity obligations under the Licensing Terms, Adobe will defend Customer against any claim or lawsuit by a third party (a "Claim") to the extent that such Claim alleges bodily injury, death, or damage to real property or tangible physical equipment, proximately caused by Adobe in the course of performing this Agreement, and will indemnify Customer for all judgments finally awarded against Customer by a court of competent jurisdiction, or agreed to in a written settlement agreement signed by Adobe, arising out of such Claim. As an express condition to Adobe's obligation under this Section, Customer must: (i) promptly upon learning of or receiving a claim, notify Adobe in writing; (ii) grant Adobe the exclusive right to control and the authority to settle any claim, provided, however, that Customer shall have the right to participate in the matter at its own expense; (iii) provide Adobe, at Adobe's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim; and (iv) not admit fault or liability on the part of Adobe or of itself. Adobe will not be bound by any settlement or compromise that Customer enters into without Adobe's express prior written consent. This provision is not subject to or limited by Section 9.1(B) of the General Terms.

(n) Section 9.1 (B) of the General Terms is replaced with the following: "The maximum aggregate liability of each Party for each and all Claims (individually and together) under or relating to this Agreement or its subject matter is limited to an amount equal to three (3) times the aggregate of the fees that must be paid by

Customer under this Agreement during the 12 months before the initial Claim."

(o) Insurance:

1. <u>General Conditions</u>:   Adobe agrees to secure, at or before the time of execution of this Agreement, the following insurance covering operations, goods or services provided pursuant to this Agreement. Adobe shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.   Adobe or its designee will endeavor to provide thirty (30) days prior notification to the City in the event an insurer cancels any of the required policies herein. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. .   Adobe shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Adobe. The Adobe shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary.

2. <u>Proof of Insurance</u>: Adobe may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Adobe will provide an ACORD certificate issued by its insurance agent or broker within seven (7) business days after full execution of this Agreement evidencing the required coverages and referencing the City's contract number. The City's acceptance of a certificate of insurance shall not act as a waiver of the City's rights or remedies under this Agreement. In the event of a claim, the City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

3. <u>Additional Insureds</u>: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Adobe insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured when loss or damage is a direct result of Adobe.

4. <u>Waiver of Subrogation</u>: For coverages required under this Agreement, Adobe's insurer shall waive subrogation rights against the City with the exception of coverages in 7 and 8 below when loss or damage is a direct result of Adobe.

5. <u>Workers' Compensation/Employer's Liability Insurance</u>: Adobe shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

6. <u>Commercial General Liability</u>: Adobe shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

7. <u>Business Automobile Liability</u>: Adobe shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit, and in aggregate, applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement, if applicable.

8. <u>Technology Errors & Omissions</u>: Adobe shall maintain Technology Errors and Omissions insurance including network security, privacy liability, and claims arising out of any negligent act, error or omission in rendering or failure to render professional services or technology based products with limits of $1,000,000 per claims- made and $1,000,000 annual aggregate.

9. Adobe shall cause all subcontractors, sub-consultants, and independent Adobes providing technology services required by this Agreement to adhere to all of the insurance requirements contained herein.

10. Adobe agrees to provide proof of insurance for all such subcontractors, sub-consultants, and independent contractors upon request by the City.

3. Customer agrees to purchase the Products and Services set out in the Product Pricing Detail section. All service fees, product pricing and discounts described in this Sales Order are contingent upon Customer's execution and return of this Sales Order no later than October 31, 2014 (unless countersigned by Adobe).

4. All fees will be invoiced beginning on the applicable Start Date in accordance with the Billing Cycle, as noted in the Product Pricing Detail herein. Payment terms are Net 35 Days and will be measured from the date of invoice and shall be paid pursuant to Customer's Prompt Payment Ordinance. Invoicing: Adobe must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

5. The Parties agree to mutually create and issue a press release announcing Customer's use of the Adobe Products and Services within sixty (60) days of the last date of the Effective Date.

6. Purchase Order (or "PO") required? Yes -> tick □. If you do not tick the box, this means that you do not need a purchase order to pay Adobe for the Products and Services, and Adobe may invoice you directly using the Adobe Agreement Number as the reference number on any applicable invoices.

By signing the signature blocks at the end of this document, each party acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of this Agreement. This Agreement becomes effective upon the date of last signature (the "Effective Date"). The individuals signing this Agreement represent that they have the authority to bind the relevant Parties to the terms of this Agreement.

Customer: 1460621	Bill-To: 0001460621	Ship-To: 1460621
CITY AND COUNTY OF DENVER	CITY AND COUNTY OF DENVER	CITY AND COUNTY OF DENVER
201 WEST COLFAX AVE DEPT 301 DENVER, Colorado 80202 UNITED STATES	201 WEST COLFAX AVE DEPT 301 DENVER, CO 80202 UNITED STATES	201 WEST COLFAX AVE DEPT 301 DENVER, Colorado 80202 UNITED STATES
	MINH LE OR GLORIA JANISCH LE AND JANISCH (720) 913-4881 or 720-913-4978 tsfinance@denvergov.org	STEVE AUBERGER

WW Deal Desk Certification

Digitally signed by WW Deal Desk Certification
DN: cn=WW Deal Desk Certification, o=Adobe Systems, Inc, ou=Sales Finance, email=Norri@adobe.com, c=US
Date: 2014.10.21 17:44:34 -04'00'

Professional Services Description (PSD) – DR983430

1. Description of Services

Overview of Scope

This document outlines the scope of a content management platform based on Adobe Experience Manager (AEM) Sites. The objective of this exercise is to offer a configured and usable website based on out-of-the-box features of AEM. The tasks are outlined in terms of what is delivered with the product vs. what needs to be developed.

Scope of project:

1. A functional responsive live website on the AEM platform:

   a.   Responsive AEM Sites components and templates corresponding to the Customer supplied designs for https://www.denvergov.org / http://www.denvergov.org
   b.   Automated migration of all static content from the legacy website to the WEM
   c.   Availability of out-of-the-box (OOTB) reports for Analytics against the AEM Sites delivered web site.

On completion of the project outlined in this PSD, the scope delivered by Adobe to production would be 1 (a), (b), (c) above contingent on the below assumptions set forth in this PSD.

The migration scripts supplied by Adobe will migrate flat HTML to the Adobe rich text editor based on agreed tags specifying the content area to be migrated, or two content areas to be migrated into two rich text editors.

Terminology:

'OOTB' refers to 'out of the box', documented AEM Sites behavior and components. Where OOTB components are specified for use on predefined templates (as described below), they are defined by their differences from the out of the box behavior as detailed here: http://docs.adobe.com/docs/en/aem/6-0.html. No behavior, other than that documented below or defined as OOTB is implied by this specification.

Information Architecture

There will be no changes to the current site's information architecture or navigation structure. Denver will supply comps detailing all responsive variations of the navigation structure including all modal variations for the display of sub-menus for the targeted platforms.

Base Template

The overall template for a page will consist of the following components by default:

- A banner to provide branding, search, social connectivity, authentication, and language selection, based on the home page.

- Top-level menu bar in global header with drop downs revealed by hovering, and an alternative responsive variation.

- Secondary menu bar for Agency content and navigation.

- A content area (the flexible AEM Sites' Parsys component to allow drag and drop of other components.)

- Global footer with links provided either to existing pages, or pages based on the Content Page Template described below.

Content Page Template and Components

The content page component will provide the option of either one column or two columns in the content area using standard AEM Sites column controls. Within these columns the following components will be available and styled:

- OOTB AEM Sites components:

  o   Heading

  o   Rich-text

  o   Text image

  o   Reference

  o   Table

  o   Image

  o   List

- Tailored AEM Sites components:

    - Photo Gallery

    - Accordion Module

    - Links Module

    - News Module

    - RSS Feed Module

    - Event Calendar Module

Template Variations

There will be six (6) variations of the base template, including the content template, which will be delivered based on the current site, with responsive variations based on comps to be supplied by the Customer. Any additional components needed to realize the site design will be implemented as static HTML components, and will be handled through the Change Order process. Customer will be responsible for any additional authoring capabilities for components not mentioned above.

2. Responsibilities

Customer assumes responsibility for the following activities:

- Information Architecture
- Content Migration Mapping XML
- Content Migration Review & Fix
- Site Build:
    - Site Build, i.e. build out of site components that cannot readily be migrated using scripts, e.g. new items that need to be authored for the migrated site such as home page, and landing pages, and configuration of the site for search and metadata. This includes content focused tasks that can be achieved through the AEM Sites Author interface, i.e. not requiring code or the use of the developer tools, such as:

        - Creating pages from predefined templates
        - Adding and configuring components on new pages
        - Cleaning up migrated pages
        - Configuring Page Properties and Metadata for SEO
        - Enhancing or creating tags for migrated or new content
        - Creating a Site Map
        - Configuring Search
        - Creating vanity URL's
- Review documentation provided by Adobe in a timely manner.
- Answer questions concerning business functionality in a timely manner.
- Provide comps, style guide and style sheets for responsive design. (based on guidelines provided by Adobe for best practices, e.g. comps will be layer PSD's with all sub-menus, variations, etc. visible separately, and notes on dynamic behaviors.)
- Specify content meta-data and tags.
- Provide protocols for SAML and related user authentication.
- Provide and enter content other than that derived from the provided feeds.
- Provide secondary language sites where needed, translating and manually entering all content.
- Test functionality of the site in all requested browsers listed in this document.
- User acceptance testing.

The Customer acknowledges that not having the above items completed or provided within the agreed upon time frame, as defined in the Baseline Project Plan, may have a material impact on the efforts performed by Adobe and may cause an increase in the cost of the engagement which will trigger a Change Request.

Adobe consulting will have primary responsibility for the following activities as a part of the fixed-bid contract:

- Validate requirements during discovery and development of the product.
- Build and configure components specified above for use on templates.
- Build and configure templates.
- Review Documentation provided by Customer in a timely manner, as defined in the Baseline Project Plan.
- Answer Customer questions regarding AEM in a timely manner, as defined in the Baseline Project Plan
- Provide a quality assurance plan.
- Provide HTML, CSS, and Javascript support to style OOTB features and components specified above.

- Migration script
- Configuring Workflow as documented in Exhibit B - City and County of Denver WCMS Workflow Processes will be available to the authors.

3. Deliverables

Milestone 1 – Discovery and Planning
Description: A timeline and quality assurance plan will be the deliverable from this milestone.
Acceptance criteria: Documents delivered to the Customer:

- Baseline Project Plan for the implementation; including dates, deliverables, owner, etc. (Giving a timeline against which the projects progress can be measured.)
- Finalized Quality Assurance Plan (Outlining the tests to be conducted, and the procedures for reporting test results.)
- Establish Project Executive Steering & Governance (See Exhibit D)

Milestone 2 – Build Product Backlog
Description: Finalize site functionality as described in Section 1 – Description of Services. Upon acceptance, the scope of work described above will be replaced wholly by a product backlog agreed between both parties, representing the work to be delivered as a part of this project.
Acceptance criteria: Documents delivered to the Customer:

- Product Backlog (A prioritized list of customer requirements and acceptance criteria.)
- System Architecture Diagram and Description for all environments

Milestone 3 - Content Migration
The migration scripts supplied by Adobe will migrate flat HTML to the Adobe rich text editor based on agreed tags specifying the content area to be migrated, or two content areas to be migrated into two rich text editors. This will migrate parsed well-formed HTML identified by 'content area' and 'left column', 'right column' tags from the source system into out-of-the-box rich text editor components on a content page in AEM Sites. Content migrated to QA according to the assumptions below.
Adobe responsibilities:

- Supplying scripts to migrate Customer supplied HTML content.
- Handle re-directs and have a mechanism to monitor so we can reduce over time.
- Running the migration scripts to migrate content to a user acceptance environment.
- Provide detailed migration reports confirming target to destination mapping.

Customer responsibilities:

- Providing the XML files that map the content to the Information Architecture, see Exhibit F for guidance.
- Content cleanup prior to and following content migration.

Acceptance criteria:
All content migrated into the AEM environment functions according to user stories, is presented according to mockups provided by Customer, and is organized according to Information Architecture provided by Customer.

Milestone 4 – Authoring Build
Description: Configuration of components and templates.
Acceptance criteria:

- Adobe demonstrates that coding best practices were followed and the application was unit tested, in accordance with the Quality Assurance Plan.
- Configuration of Adobe AEM Sites as identified in the Product Backlog from Milestone 2.

Milestone 5 – Staging Configured
Description: Customer site migrated to Staging environment ready for user acceptance test, final content clean up and final review.

Acceptance Criteria:

- AEM Sites components and templates have been migrated to the staging environment and tested to ensure they act according to the accepted Product Backlog from Milestone 2.
- Users are created and able to access staging to work with above content and templates.
- High and critical issues/concerns identified in the user acceptance testing are fixed.

Milestone 6 – Stabilization & Deployment

Description: Final migration from staging to production ensuring that production is configured to enable the use of the website by end users

Deliver end user and developer documentation on the configuration of AEM Sites to support knowledge transfer. All project documentation, including product backlog, outlined above will be archived and made available to Denver. *Note: Run Book documentation to support operational needs will be supplied by Managed Services in concert with Adobe Professional Services and Denver.*

Acceptance criteria:

- The components and content delivered and accepted during the Author Build phase (Milestone 4) will be delivered to a full production instance of AEM Sites supplied by Adobe Managed Services.
- Knowledge transfer and documentation of configurations of AEM Sites (components, templates, workflow, site configuration, content) deployed to production instance.
- Documentation will be provided to Denver, including user manual and walk-through, as defined in the Baseline Project Plan & Quality Assurance Plan.

Post Go-Live Support (Time and Materials)

Description: The following activities are delivered:
- Workshops will be held with authors.
- User manual and system walkthrough.
- Production support on medium and low priority issues.
- Development activities as agreed and prioritize by the City and County of Denver.

Acceptance criteria: Workshops will have been conducted.

4. Deliverable Acceptance

Adobe will work with Customer to define mutually acceptable deliverables. Once Adobe provides a service or deliverable, Customer will have ten (10) calendar days to accept or reject the service or deliverable. In either case, Customer will provide notice (of acceptance or rejection) in writing (email deemed sufficient). Customer will not unduly withhold acceptance. If the Customer fails to provide notice in writing within ten (10) calendar days from the day of submission, the service or deliverable will be deemed irrevocably accepted. If the deliverable or service is not accepted, Adobe will remedy the deficit and resubmit the service or deliverable. Once resubmitted, the Customer may again accept or reject the service or deliverable. If rejected, Adobe will remedy the deficit and resubmit the service or deliverable. All other language notwithstanding, upon the second resubmission or on the 11th day from the first day of the first submission of any service or deliverable, whichever comes first, such service or deliverable will be deemed irrevocably accepted.

Where a delay in the project is caused by a failure (or partial failure) on the part of the Customer to provide information, feedback, materials, etc. within ten (10) calendar days of an agreed upon date, as mutually agreed upon in writing (email deemed sufficient) or as stipulated in the project plan established by Milestone 1 & 2, whichever came later, a payment equal to the total un-invoiced work completed to that date, regardless or acceptance or lack thereof, will come due. Work completed will be defined as the percentage of total hours worked against the total planned hours for the project to that date. Once the total project delay reaches ten (10) calendar days (regardless of the number of individual delays), Customer acknowledges that a Change Order (see Section 7 – Change Request Process) to increase the budget will be required. The total budget increase required will be determined at the time the Change Order is drafted. The minimum budget increase will be equal to the number of days of delay, however, since delays have exponential effects, the budget increase required to complete the project may be substantially greater.

Receipt of acceptance is expected in the form of electronic mail confirmation.

5. Timeline

Upon receiving a valid Purchase Order number from Customer, Adobe will begin the process of assigning the appropriate resources to the project. Customer should anticipate that the resource allocation process may take four (4) weeks after such time. The project timeline will then be established following four (4) weeks of discovery and three (3) weeks building the product backlog.

6. Assumptions

General:

- Once scope is defined through the Product Backlog and acceptance of Milestone 1 & 2 any change of scope will be managed through a change control system.
- Customer PM will be assigned and is responsible for coordinating Customer activities. The assigned Adobe PM is responsible for coordinating activities related to Adobe assigned deliverables.
- Software contract must be agreed to in conjunction with the services start.

- Adobe Team will not be held responsible for delays in the timetable due to unavailability of data or resources from Customer. The target dates will be adjusted according to those delays.
- Adobe Team will have reasonable and timely access to business and IT representatives from the Customer staff dedicated to the Customer implementation projects.
- The Adobe Team will help identify dependencies and possible areas where slippage might occur.
- Timelines will be dependent on the availability of Customer resources and outputs.
- No scope of work is implied unless explicitly addressed in this document.
- The documentation will be delivered to a standard and template mutually agreed upon during Discovery and Planning.
- After completion of Post Go-Live, customer is responsible for on-going Operations, Maintenance, Sustainment, and Upkeep along with break-fix, bug identification/resolution, and interface with Adobe Support.
- Customer will jointly triage defects discovered during testing with Adobe. Defects with custom delivered work are defined as not meeting the documented behavior from the product backlog. High and Critical bugs will be addressed within the above scope. Product defects will be handled through normal support and managed services escalation paths.

Functional and Technical:

- Configuration and coding will be based on AEM Sites 6.0.
- Out of the box search results will be used. (see, http://docs.adobe.com/docs/en/aem/6-0/develop/components.html#Search%20Component, for specific details)
- Users shall be authenticated against the customer's Identity Management (IdM) solution using standard methods which includes but is not limited to SAML authentication handler or LDAPS integration.
- All dynamic applications hosted under the denvergov.org will be moved to a subdomain prior to content migration, and are not considered a part of the scope of the content migration, template and component deliverables, or the Adobe Analytics implementation.
- Except where specified above, components are manually configured. No automated or query based optimization is included.
- No automated workflow for language translation is included in scope.

Targeted Platforms & HTML:

- The site will be delivered with responsive behavior optimized for mobile, tablet and desktop browser formats.
- Customer is responsible for desktop browser, iOS and Android compatibility testing. Issues arising will be jointly triaged to prioritize issues for implementation of fixes by Adobe.
- Customer will supply responsive comps and a style guide documenting their standard CSS classes to be used in styling the out-of-the-box components and information architecture prior to Discovery.
- The main site will be readable on iPad Safari, Android Chrome, although not optimized for a retina display on the iPad 3, 4, or 5 and with no specific touch features.
- Chrome 35 and IE 11 will be the only supported browser for authors unless agreed otherwise during discovery.
- The site will be optimized for the following browsers:

  o **Desktop**: Internet Explorer 9 and 10, Firefox 30, Safari 7, Chrome 35

- - **Tablet**: Safari (iPad iOS 7 and 7.1), Chrome (Android 4.3 and 4.4)

- Note: Browser for Desktop & Tablet support from Adobe as defined in Exhibit E

7. Change Request Process

In the event of a change to this PSD, Customer must complete Attachment 1 and submit Attachment 1 to the assigned project manager and engagement manager for processing and approval prior to commencement of work.

Changes include, but are not limited to: changes to any of the assumptions or responsibilities of the parties hereunder, failure of Customer to fulfill its responsibilities hereunder, additions to or deletions from the specifications, changes in time and place of performance, modifications to the scope or nature of the work to be delivered, modification to the estimated hours listed within this PSD to complete the deliverables, or changes to the nature and quantity of a deliverable. Modifications must be required, justified and approved in advance by Adobe and Customer. Adobe is not obligated to perform any services not defined in this PSD.

8. Warranty

The services are provided "As Is" without Warranty.

9. FEE, PAYMENT SCHEDULE, AND EXPENSES

9.1 Fixed Fee

Adobe will perform all services and provide all deliverables outlined in 'Section 3 – Deliverables', except Milestone 7, on a fixed, fee basis for $820,000.00 ("Project Fee,") which will be invoiced by Adobe at the completion of each milestone as referenced in the Invoice Schedule specified below.

9.2 Fixed Fee Invoice Schedule

The milestone deliverables outlined in Section 3 will be invoiced according to the following schedule:

Milestone 1	Discovery & Planning	$110,000.00
Milestone 2	Build Product Backlog	$110,000.00
Milestone 3	Content Migration	$165,000.00
Milestone 4	Author Build	$255,000.00
Milestone 5	Staging Configured	$90,000.00
Milestone 6	Stabilization and Deployment	$90,000.00
Total		**$820,000.00**

9.3 Time and Materials Fee

It is estimated that the total cost of the scope of work outline in 'Milestone 7 – Post Go-Live Support' will not exceed $49,937.50 (the "Project Fee"), which reflects 235 hours of effort. In addition, a separate Time & Materials line item is included to incorporation the effort associated with the AEM solutions integration with the Customer's existing IdM user authentication system as defined in Section 6 Assumptions: Functional and Technical above. This estimate is non-binding and does not, in any way, represent a fixed price or not-to-exceed Price proposal. The breakdown of the Project Fee is outlined below:

Adobe Resource Type (Role)	Hourly Rate	Est. Hours	Est. Total
Blended Rate	$212.50	235	$49,937.50
IdM Security Integration for AEM	$212.50	120	$25,500.00
Total			$75,437.50

The above hours listed are estimates, actual hours incurred will be billed on a monthly basis. If additional hours are required, Customer and Adobe will follow the change order process set forth below.

10. Site and Locations

The Services will be conducted at either the Customer facility or remote. Customer facilities include the following locations:

1. 201 West Colfax Ave, Denver, CO 80202

11. Exhibits & Attachments

Exhibit A – (Change Order Sample)

Exhibit B – (City and County of Denver WCMS Workflow Processes)

Exhibit C – (Adobe Best Practices – Professional Services Roles & Responsibilities)

Exhibit D – (Adobe Best Practices – Project Management & Governance)

Exhibit E – (Adobe Browser Compatibility Technical Requirements)

Exhibit F – (Adobe Best Practices – XML: Content Migration)

12. Travel

Travel expenses are included in the fees for consulting services and will not be separately charged to Customer in the completion of the consulting services defined herein. The estimated travel expenses will be approximately $80,000 to $170,000 based on the following assumption: A minimum of 40 person trips, but no more than 66 person trips to the Client site for milestones 1-7.

Taxes

Taxes required by applicable governments (including but not limited to state/provincial, country and other local government entities) for some services (e.g. installation, configuration, training, etc.) are not included in the cost estimate set forth in the PSD, but any such taxes, will be added to Customer's invoice(s) (if any). Accordingly, Customer may need to determine in advance if there are such taxes and make appropriate allowances in Customer's budgeting process.

Upon receiving a valid Purchase Order number from Customer, Adobe will begin the process of assigning the appropriate resources to the project. Customer should anticipate that the resource allocation process might take two (2) to four (4) weeks.

13. Billing Information

Billing information is contained within the Sales Order.

General

The pricing and terms in this PSD will be in effect throughout the period of the PSD provided that the Sales Order is fully executed by October 31, 2014. Any unused portion of the Adobe® Professional Services purchased as part of this engagement will expire and may not be carried over or used for any purpose on or after November 30, 2015.

Exhibit A – Sample Change Order

This Change Order #? ("CO") to the Professional Services Description DR983430 (the "PSD") is made and entered into as of the __ day of [Month], [Year] (the "Change Order Effective Date"), by and between the "Customer" and Adobe Systems Incorporated collectively, "Contractor" or "Adobe").

Change Order #:	CO #	Effective Date:	
Vendor:	Adobe	Customer Project Manager:	
Original PSD (Title and Date)			
Title of Change Order:			
Name of Requestor:		PO #:	
Description of this CO:			
Justification:			

Net Cost Increase/Decrease as result of this CO as provided in "Description of this CO" above	Item			Total Price
	Total:			

Total PSD cost after this CO	Event	Amount
	Original PSD #	
	CO #001	
	Total PSD Fixed Cost after this CO:	

Signatures:

To the extent that this CO may directly conflict with the Agreement and PSD DR983430, the terms of this CO shall control. This CO may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page of this CO shall be binding. The parties have executed this CO as of the Change Order Effective Date above.

ADOBE SYSTEM INCORPORATED	CUSTOMER
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Below are three tiers of workflow publishing processes that have been piloted with several agencies and found to be efficient and appropriate for structuring low, medium, and high impact content changes.

Workflow processes help maintain ongoing content quality, protect against redundancy, and ensure proper categorization, organization, and targeting of content. An organization should have several processes that can be applied to pieces of content and which vary based upon the level of change.
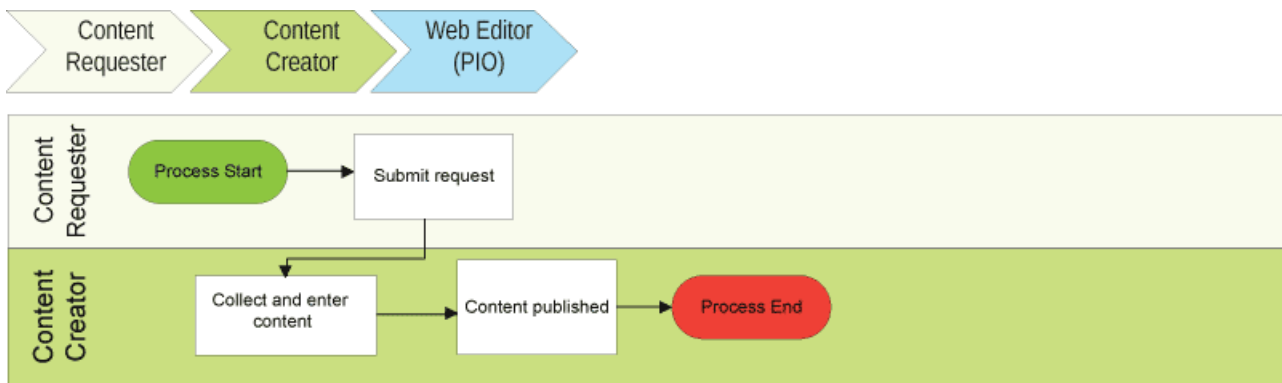
Low impact change

Direct publishing should allow content creators to publish content directly, as needed, without review by an agency PIO or Web Content Manage. This will prevent a bottleneck in publishing where repetitive tasks are necessary.

Types of low impact change (Routine)
• Uploading, organizing, linking to docs.   • Updating calendars, meeting agendas, and notices   • Updating records and data which frequently change (e.g. police cold cases, crime reports, etc.)

Figure 1: Low impact workflow process (same day turnaround)
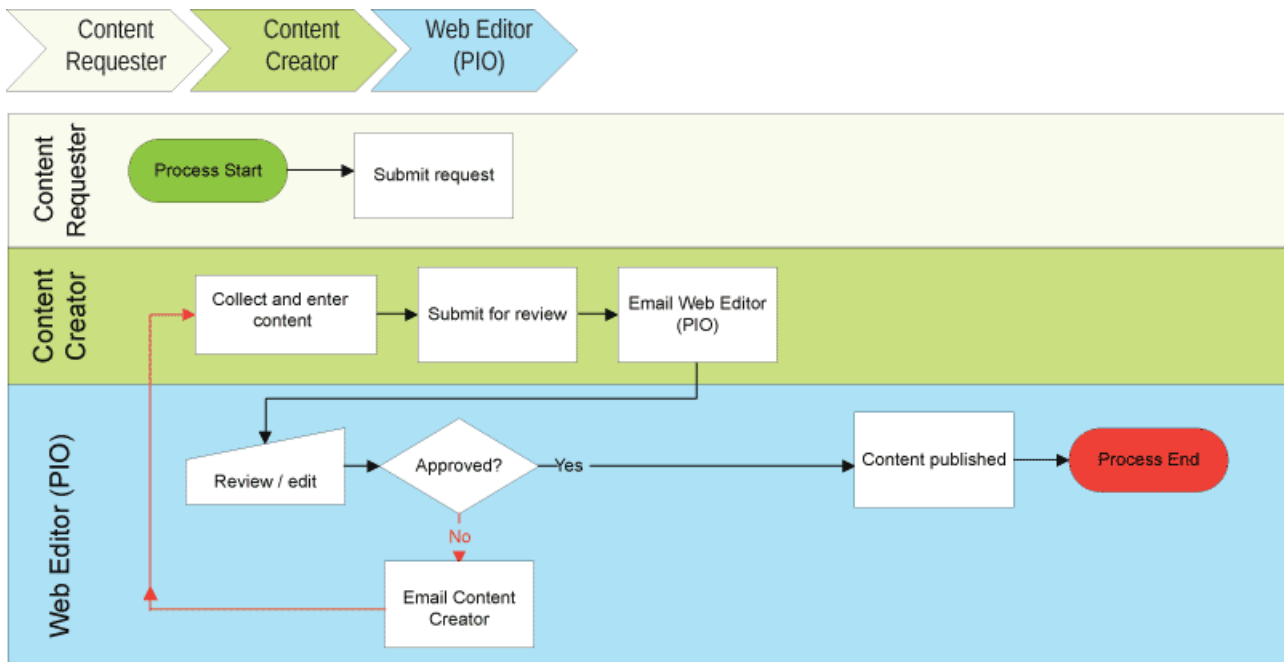

Medium impact change

Medium impact change should provide for a quick, same-day turnaround, but a more restrictive process that requires content review by an agency PIO prior to publishing to ensure content consistency and quality.

Types of medium impact change (Routine)
• Changing web copy in accordance with web publishing standards and editorial guidelines   • Temporarily reordering content on a page in compliance with layout, style and web user experience guidelines   • Uploading new content to an existing page

Figure 2: Medium impact workflow process (same day turnaround)

High impact change

High impact change can be defined as a change that has impact on the global customer experience. It can range from adding a new page of content, to developing a microsite for a strategic initiative, or even redesigning a site and adding a new online service.

These types of changes should be managed through a more rigorous workflow process to ensure content collaboration, proper tagging, targeting, optimization, organization, linking, branding, and marketing. Turnaround for these changes would be commensurate with the level of effort to develop the new content and would vary project by project.

Types of high impact change (Turnaround Varies)	Other types of priority content change
• Adding a new page of content (Same day) • Creating a new page template (1 week) • Redesigning a site or redesigning a page (Varies) • Creating a microsite (2-3 weeks) • Creating a splash page (2-3 days) • Add new feature from pre-built framework (2-3 weeks) (GIS map, dynamic web form, gallery, etc.) • Add new application or payment service (project request)	• New online services for citizens to conduct business online • New microsites providing information about key mayoral or strategic initiatives • New content that has relevancy across multiple sections of the site • New global content that can be accessed from anywhere on the site (header, footer, nav bar)

Figure 3: High impact workflow process (turnaround varies)

Adobe Best Practices – Professional Services Roles & Responsibilities

Roles and Responsibilities

Combined Team

A combined Adobe and CLIENT project team will provide the analysis, design, development, and implementation. Adobe resources will lead the team in design, SEO, social and technical implementation of AEM.. It is expected that each Adobe role will be paired to a CLIENT role from project kickoff to project close out. Project team roles are defined below.

Adobe Roles

Project Manager

- o Owning the plan and ensuring a common understanding of sprint and release objectives
- o Communicating with and reporting to CLIENT's project steering committee
- o Planning and managing project
- o Managing Adobe team resources and coordinating CLIENT resources with CLIENT project manager
- o Developing and reviewing deliverable templates and final written deliverables
- o Acting as Scrum Master in the Scrum delivery framework

Product Owner (Senior Business Analyst)

- o Coordination with business users to gather User Stories
- o Writing of User Stories and identification of a 'definition of done', i.e. user test
- o Prioritization of User Stories
- o Coordination with the Scrum team to explain User Stories and answer questions

User Experience (UX) Architect (Information Architecture and Interaction Design)

- o Conducting user and business stakeholder interviews
- o Creating initial solution concepts for the project team
- o Creating wireframes and interactive design patterns
- o Creating visual style, design and branding concepts

Visual Designer

- o Creating visual design assets including images
- o Creating style, design and branding standards guide for CLIENT
- o Creating animations or transitions if needed

Technical Architect

- o Coordinating with CLIENT Enterprise Architect on analysis, definition and review of:

- Implementation requirements (business and technical)
- Integration requirements
- Globalization requirements
- Application architecture (templates, components, workflows)
- System architecture
- Guidance for the project team on technical decision points including communications with CLIENT's business and other CLIENT IT teams on technical decision points and decision implications

Quality Analyst Lead

- Authoring system and user tests in cooperation with the Product Owner (CLIENT Senior Business Analyst)
- Planning test activities and onboarding of testers as part of the Scrum team
- Managing the test-fix-verify process
- Coordinating with CLIENT QA team

Development Lead

- Design of AEM configurations in partnership with customer staff
- Development of configurations for AEM according to best practices
- Clear communication with CLIENT IT staff in gathering requirements and validating approaches
- Knowledge transfer to CLIENT IT staff

Developer

- Development of configurations for AEM according to best practices
- Knowledge transfer to CLIENT IT staff

The following roles supplement the above AEM development team with Adobe Social and Analytics expertise.

Senior Social Strategist

- Conducting user and stakeholder requirements interviews with CLIENT Business Analysts
- Facilitating client requirements with Social Account Managers, Training, Support and other Adobe consulting teams
- Managing multiple social media project executions
- Developing and implementing social media marketing strategies and programs
- Creating and defining strategy, user experience, analytics and KPIs for social media projects
- Developing and reviewing deliverable templates and final written documentation

Social Strategist

- Creating and defining strategy, user experience, analytics and KPIs for social media projects with CLIENT Business Analysts
- Conducting Adobe Social core functionality enablement

- o Conducting services discovery interviews and services kick off meetings
- o Developing and reviewing deliverable templates and final written documentation

SEO Expert

- o Creating and defining strategy for search engine optimization
- o Coordinate with UX team and Technical Architect on information architecture, metadata, and URL structure
- o Define vanity URL's and coordinate landing page experience

Analytics Consultant

- o Working to configure the Analytics solution to work with the CLIENT Web instance with CLIENT Business Analysts
- o Reviewing reporting needs with the business users from CLIENT
- o Enabling knowledge transfer concerning the addition of new metrics to the site
- o Enabling knowledge transfer concerning the building of custom reports

CLIENT Roles

CLIENT ITD roles largely mirror the above Adobe roles. CLIENT IT staff will be closely integrated in the project development team in the following capacities:

Project Steering Committee

- o Ensure project alignment with IT and corporate governance
- o Provide overall project direction
- o Set implementation priorities: build consensus on methodology to prioritize webpage development
- o Social Media Policy and Handbook development oversight

Project Manager

- o Coordination of CLIENT resources and fulfillment of CLIENT responsibilities and deliverables outside of the project team.
- o Coordination with the Adobe project manager daily on the Project Scrum ceremonies

Enterprise Architect

- o Consulting with Adobe Technical Architect on analysis, definition and review of:
  - Implementation requirements (business and technical)
  - Integration requirements
  - Globalization requirements
  - Application architecture (templates, components, workflows)
  - System architecture
  - Guidance for the project team on technical decision points including communications with CLIENT's business and other CLIENT IT teams on technical decision points and decision implications

Business Analyst

- o Work with the Product Owner to document business requirements and User Stories
- o Writing of User Stories and identification of a 'definition of done', i.e. user test
- o Coordination with the Scrum team to explain User Stories and answer questions
- o Work with Quality Analyst team to verify successful delivery of system requirements

Quality Analyst

- o Design and production of test plans and test cases
- o Documentation in an accurate and reproducible manner of any bugs or behaviors not in the specification
- o Execution of quality control exercises to ensure adherence to and with CLIENT Information Technology Department operating policies and procedures

Web Developer

- o Development of configurations for AEM according to best practices
- o Development of responsive HTML where appropriate, with guidance from Adobe user experience specialists
- o Development of web services required to integrate existing applications with Adobe web solution

Server Systems Administrator

- o Work with the CLIENT Enterprise Architect to ensure industry standard infrastructure for successful delivery of the Adobe AEM solution.
- o Development of configurations for server installation of onsite solution
- o Configuration of external systems integration, such as SharePoint

Database Administrator

- o Work with the migration team and support migration of original content to the new web solution.
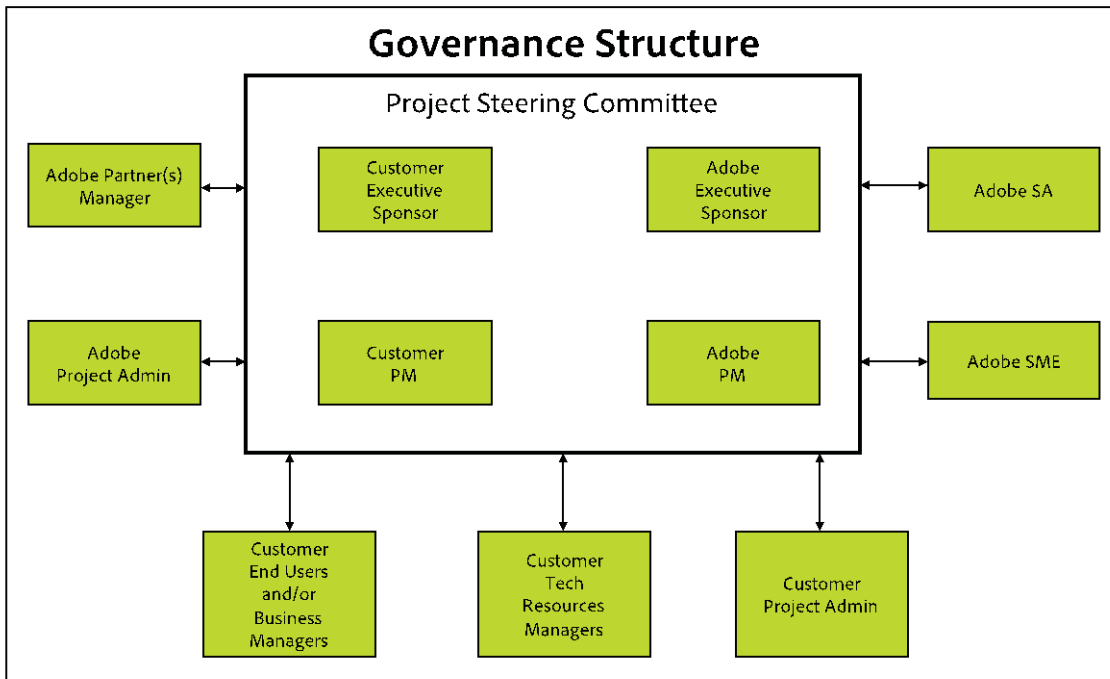
Security Analyst

- o Development of configurations for secure analytic data transfer functionality with AEM according to best practices
- o Work with CLIENT Enterprise Architect to ensure industry standard security and privacy interaction with constituent

Adobe Best Practices – Project Management & Governance

Adobe Systems Federal– Professional Services Governance Model

Governance Structure

Project Steering Committee

Adobe Partner(s) Manager

Customer Executive Sponsor

Adobe Executive Sponsor

Adobe SA

Adobe Project Admin

Customer PM

Adobe PM

Adobe SME

Customer End Users and/or Business Managers

Customer Tech Resources Managers

Customer Project Admin

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Program Management and Governance

§ Provide Program and Project Management support throughout the Adobe implementation

   § Project initiation:

      § Creates and executes project work plans and revises as appropriate to meet changing needs and requirements.

      § Identifies resources needed and assigns individual responsibilities.

   § Project Execution:

      § Manages day-to-day operational aspects of a project and scope.

      § Provide customer with bi-weekly status and burn rate report.

      § Work with Adobe account team to manage project issues and change requests

      § Work with Adobe engineering team to manage product level escalations and enhancement requests

   § Project Monitoring and Control

      § Effectively applies Adobe methodology and enforces project standards.

      § Minimizes exposure to the risks on project.

   § Project Closing

      § Ensures project documents are complete, current, and stored appropriately.

Technical Requirements

| **NOTE**

Adobe supports Experience Manager on the following platforms according to the information listed below.
For any issues that are specifically related to the platform itself you will need to contact the platform vendor directly.

PREREQUISITES

To install Adobe Experience Manager you need:

- Java Platform, Standard Edition - the Server JRE or JDK in the supported version - see Java Virtual Machines
- Experience Manager Quickstart file (Standalone JAR or web-application deployment WAR)

| **NOTE**

If you are using Dynamic Media, you also need to meet the requirements outlined in the Dynamic Media Prerequisites section.

MINIMUM SIZING REQUIREMENTS

The following are the *minimum* requirements:

- 4 GB free disk space in the installation directory
- 1.5 GB memory
  Mind that digital asset use cases need more base memory. See installation instructions for details.

You will have to increase these in accordance with your operational expectations. Please see the Hardware Sizing Guidelines for further information.

SUPPORT LEVELS

This document lists the supported client and server platforms for Adobe Experience Manager. Adobe provides several levels of support, both for our recommended configurations and for other configurations.

RECOMMENDED CONFIGURATIONS

Adobe recommends these configurations and provides full support as part of the standard software maintenance agreement.

Support Level	Description
A: Supported	Adobe provides full support and maintenance for this configuration. This configuration is covered by Adobe's quality assurance process.

| **NOTE**

In previous releases, Adobe used three different support levels for the fully supported configurations (A,B,C). Currently the supported platforms are all on level A.

CONFIGURATIONS WITH OPTIONAL SUPPORT AGREEMENT

Adobe cannot guarantee that the configuration works as expected, and support for these configurations is not included in the standard software maintenance agreement.

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Support Level	Description
D: Validated, optional support available.	This configuration has been validated by Adobe or a third party, or it is or has been in productive use. This platform is only sporadically tested by Adobe or third parties. Adobe offers optional platform support service agreements for this configuration.
E: Expected to work	The configuration is expected to work, and there are no reports to the contrary. Adobe offers optional platform support service agreements for this configuration.

UNSUPPORTED CONFIGURATIONS

Support Level	Description
Z: Not supported	The configuration is not supported. Adobe does not make any statements about whether the configuration works, and does not support it.

Supported Platforms

JAVA VIRTUAL MACHINES

The application requires only a Java Virtual Machine to run, which is provided by the Java Runtime Environment (JRE) distribution. Generally Adobe recommends using the Java Development Kit (JDK) distribution. Both JRE and JDK distributions are a part of the Java Standard Edition (Java SE). Adobe Experience Manager operates with the following versions of the Java Virtual Machine (Runtime Environment).

CAUTION

It is recommend to track the Security Bulletins from the Java vendor to ensure the safety and security of production environments and install the latest Java Updates.

Platform	Support Level
Oracle SE 8 JRE 1.8.x	Z: Not supported
Oracle SE 7 JRE 1.7.x	A: Supported
Oracle SE 6 JRE 1.6.x	Z: Not supported
Oracle SE 5 JRE 1.5.x	Z: Not supported
IBM J9 VM (build 2.6, JRE 1.7.0)	A: Supported
IBM J9 VM (build 2.4 & 2.6, JRE 1.6.0)	A: Supported
IBM J9 VM (build 2.3, J2RE 1.5.0)	Z: Not supported
HP JRE 7.0.x	A: Supported

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HP JRE 6.0.x	A: Supported
HP JRE 5.0.x	Z: Not supported

- The IBM JRE is only supported on IBM server platforms (AIX), or in conjunction with WebSphere Application Server.
- The HP JRE is only supported on HP server platforms (HP-UX).

STORAGE & PERSISTENCE

There are various options to deploy the repository of Adobe Experience Manager. Following a list of supported technologies and storage options.

Platform	Description	Support Level
File System	Repository Microkernel (TAR files)	A: Supported
File System	to store binaries	A: Supported
MongoDB 2.6	Repository Microkernel	A: Supported
Amazon S3	to store binaries	A: Supported
Apache Solr	to use as internal search engine	A: Supported

SERVLET ENGINES / APPLICATION SERVERS

Adobe Experience Manager can run either as a standalone server (the quickstart JAR file) as web application within a third party application server (the WAR file).

Minimum Servlet API Version required: 2.5
For production use, Adobe offers optional support for these platforms:

Platform	Support Level
Quickstart built-in Servlet Engine (Jetty 8.1)	A: Supported
Oracle WebLogic Server 12.1 (12c)	A: Supported
Oracle WebLogic Server 10.3.6, 10.3.5 (11g)	Z: Not supported
IBM WebSphere Application Server 8.5	A: Supported
IBM WebSphere Application Server 8	A: Supported
IBM WebSphere Application Server 7	Z: Not supported
IBM WebSphere Application Server 6.1	Z: Not supported
Apache Tomcat 7	D: Validated
Apache Tomcat 6	Z: Not supported
JBoss Application Server 7.1	A: Supported
JBoss Application Server 5	Z: Not supported

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Jetty 7-9	E: Expected to work

SERVER OPERATING SYSTEMS

Adobe Experience Manager works with the following server platforms:

Platform	Support Level
Microsoft Windows Server 2012 R2	A: Supported
Microsoft Windows Server 2012	A: Supported
Microsoft Windows Server 2008 R2	A: Supported
Microsoft Windows Server 2008	Z: Not supported
Oracle Solaris 11	A: Supported with limitations (3,5)
Oracle Solaris 10	A: Supported with limitations (3,5)
RedHat Linux Kernel 2.6 and 3.x (1)	A: Supported
HP-UX 11i v1-3	A: Supported with limitations (2,3,4,5)
IBM AIX 7.1	A: Supported with limitations (2,3,5)
IBM AIX 6.1	A: Supported with limitations (2,3,5)
SUSE Linux Enterprise Server 11	E: Expected to work
Apple OS X Server	D: Validated

1. Linux Kernel 2.6 and 3.x includes derivatives from Red Hat distribution, including Red Hat Enterprise Linux, CentOS, Oracle Linux and Amazon Linux.
2. Please see the section Support for XMP metadata write-back
3. No support for Dynamic Media Imaging
4. No support for XFA to PDF and/or HTML conversion (Experience Manager Forms)
5. No support for Advanced Raw file transformation (Experience Manager Assets)

VIRTUAL & CLOUD COMPUTING ENVIRONMENTS

Adobe Experience Manager running in virtual machines in the cloud computing environments is supported in compliance with Adobe's support policy for all other system components (operating system, JVM, application server, etc).

For example, Experience Manager works with virtual machines in the following cloud computing environments, similar to the deployment on other virtual servers or dedicated servers:

*   Amazon EC2
*   Microsoft Azure Virtual Machines
*   Rackspace Cloud
*   VMware vCloud

DISPATCHER PLATFORMS (WEB SERVERS)

The Dispatcher is the caching and load balancing component. Download the latest Dispatcher version from Adobe PackageShare. Experience Manager 6 requires Dispatcher version 4.1.7 or higher.
The following web servers are supported for use with a Dispatcher version 4.1.7:

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Platform	Support Level
Apache httpd 2.4	A: Supported (1)
Apache httpd 2.2	A: Supported (1)
Apache httpd 2.0	Z: Not Supported
Apache httpd 1.3.x	Z: Not Supported
Microsoft IIS 8.5 (Internet Information Server)	A: Supported
Microsoft IIS 8.0 (Internet Information Server)	A: Supported
Microsoft IIS 7.5 (Internet Information Server)	A: Supported
Microsoft IIS 7 (Internet Information Server)	Z: Not Supported
Microsoft IIS 6 (Internet Information Server)	Z: Not Supported
Oracle iPlanet Web Server 7	A: Supported

(1) Web servers built on the basis of Apache httpd source code will have the same level of support as the version of httpd on which it is based only in the following cases:
• The HTTP server was built using only official Apache source distributions, or
• The HTTP server was delivered as part of the operating system on which it is running.
Examples: IBM HTTP Server, Oracle HTTP Server
If in doubt, please ask Adobe for confirmation of the support level related to the respective server product.

Supported Client Platforms

BROWSERS

The Adobe Experience Manager user interface works with the following client platforms. All browsers are tested with the default set of plug-ins and add-ons.

| NOTE

User interface performance
The authoring user experience highly depends on the ability for the web browser to execute JavaScript in a performant way. Browser vendors made big progress in the last few years to improve the performance of web browsers. It is therefore recommended to use current browser versions for a good content authoring experience.

| NOTE

Support for browsers with rapid release cycles:
Mozilla Firefox and Google Chrome release updates every few months. Adobe is committed to provide updates for Adobe Experience Manager to maintain the support level as stated below with upcoming versions of these browsers.

Browser	Support for Classic UI	Support for Touch-optimized UI
Microsoft Internet Explorer 11	A: Supported	A: Supported

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Microsoft Internet Explorer 10	A: Supported	A: Supported
Microsoft Internet Explorer 9	A: Supported	A: Supported
Microsoft Internet Explorer 8	A: Supported (6)	Z: Not supported
Microsoft Internet Explorer 7	Z: Not supported	Z: Not supported
Microsoft Internet Explorer 6	Z: Not supported	Z: Not supported
Mozilla Firefox 30	A: Supported	A: Supported
Mozilla Firefox 24 (ESR) (3)	A: Supported	A: Supported
Google Chrome 35+	A: Supported	A: Supported
Apple Safari 7.0 (OS X)	A: Supported	A: Supported
Apple Safari 6.0 (OS X)	A: Supported	A: Supported
Apple Safari 7.0 (iOS) (5)	Z: Not supported	A: Supported
Apple Safari 6.0 (iOS) (4)(5)	Z: Not supported	A: Supported

- (3) Mozilla Firefox 24 are Extended Support Releases. Learn more about this on mozilla.org
- (4) There is no native support of file upload in iOS 5; support for this starts with iOS 6. Therefore AEM supports file upload starting from iOS 6.
- (5) support for Apple iPad and Apple iPad mini
- (6) Microsoft Internet Explorer 8 has a known issue, which leads to a growing memory consumption. It is recommended to use a newer browser version.

WEBDAV CLIENTS

Windows Vista, Windows 7, Windows 8
Note: On Windows Vista, Service Pack 2 of Windows Vista is required to connect AEM using WebDAV.
To successfully connect with Windows Vista, Windows 7 and 8 to an AEM instance that is not secured with SSL, basic authentication over unsecured network must be enabled in Windows. This requires a change in the Windows Registry of the WebClient:
1. Locate the registry subkey:
   - HKEY_LOCAL_MACHINE\SYSTEM\CurrentControlSet\Services\WebClient\Parameters
2. Add the BasicAuthLevel registry entry to this subkey using a value of 2 or more.
See Microsoft Support KB 841215.
To improve responsivness of the WebDav Client under Windows - see Microsoft Support KB 2445570

Additional Platform Notes

This section provides special notes and more detailed information about running Adobe Experience Manager and its add-ons.

IPV4 AND IPV6

All elements of Adobe Experience Manager (Instance, Dispatcher) can be installed in both IPv4 and IPv6 networks.
Operation is seamless as no special configuration is required, when needed you can simply specify an IP address using the format that is appropriate to your network type.
This means that when an IP address needs to be specified you can select (as required) from:

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- an IPv6 address
  for example http://[ab12::34c5:6d7:8e90:1234]:4502
- an IPv4 address
  for example http://123.1.1.4:4502
- a server name
  for example, http://www.yourserver.com:4502
- the default case of localhost will be interpreted for both IPv4 and IPv6 network installations
  for example, http://localhost:4502

DYNAMIC MEDIA ADD-ON PREREQUISITES

With dynamic media enabled, the system also has additional technical requirements. Dynamic Media is enabled by default. You can explicity disable Dynamic Media.

Hardware

The following hardware requirements are applicable for both Linux and Windows:
- Intel Xeon or AMD Opteron CPU with at least 4 cores
- 16GB of RAM minimum

Linux

If you are using Dynamic Media on Linux, the following prerequisites need to be met:

- RedHat Enterprise 5 or CentOS 5.5 and later with latest fix patches
- 64-bit Operating System
- Swapping disabled (recommended)
- SELinux disabled (See note that follows)

| NOTE

> **Disabling SELinux:** Image Serving does not work with SELinux turned on. This option is enabled by default. To remedy this issue, edit the **/etc/selinux/config** file and change the SELinux value from:
> SELINUX=enforcing to SELINUX=disabled

| NOTE

> **NUMA Architecture:** Systems with processors featuring AMD64 and Intel EM64T are typically configured as non-uniform memory architecture (NUMA) platforms, which means that the kernel constructs multiple memory nodes at boot-time rather than constructing a single memory node. The multiple node construct can result in memory exhaustion on one or more of the nodes before other nodes become exhausted. When memory exhaustion happens the kernel can decide to kill processes (for example, the Image Server or Platform Server) even though there is available memory.
> Therefore, Adobe recommends that if you are running such a system you turn off NUMA using the **numa=off** boot option to avoid the kernel killing these processes.

| NOTE

> **Hostname of server must be resolvable:** Make sure that the hostname of the server is resolvable to an IP address. If that is not possible, please add the fully qualified hostname and the IP address to**/etc/hosts**:
> <ip address> <fully qualified hostname>

Windows

- Microsoft Windows Server (2008 R2, 2012, 2012 R2)
- Swap space equal to at least twice the amount of physical memory (RAM)

To use Dynamic Media on Windows, the Microsoft Visual Studio redistributable must be installed. The redistributable can be found at: http://www.microsoft.com/en-us/download/details.aspx?id=13523.

MacOS

- 10.9.x and later
- Only supported for trial and demo purposes

XMP METADATA WRITE-BACK PREREQUISITES

XMP write-back is supported and enabled for the following platforms and file formats:

Operating Systems
- Linux (32bit, needs 32bit application support on 64bit systems)
- Windows Server
- Oracle Solaris
- Mac OS X

File Formats
- JPEG
- PNG
- TIFF
- PDF
- INDD

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Adobe Best Practices – XML : Content Migration

```xml
<PAGES>
  <PAGE>
    <OLD_URL></OLD_URL>
    <NEW_URL></NEW_URL>
    <METADATA>
      <AUTHOR></AUTHOR>
      <KEYWORDS></KEYWORDS>
      <DESCRIPTION></DESCRIPTION>
      <EXPIRATION></EXPIRATION>
      <LAST_MODIFIED></LAST_MODIFIED>
    </METADATA>
  </PAGE>
  <PAGE>
    <OLD_URL></OLD_URL>
    <NEW_URL></NEW_URL>
    <METADATA>
      <AUTHOR></AUTHOR>
      <KEYWORDS></KEYWORDS>
      <DESCRIPTION></DESCRIPTION>
      <EXPIRATION></EXPIRATION>
      <LAST_MODIFIED></LAST_MODIFIED>
    </METADATA>
  </PAGE>
</PAGES>
```

Additional Notes:
1. The given XML structure is pretty flexible to accommodate any additional metadata, properties that need to come into CQ.
2. Need 1 XML per page or a consolidated XML for a set of pages (as far as the size of XML is manageable to be consumed for parsing)
3. All text will be wrapped in CDATA tag to support parsing of XML

1. INTRODUCTION

1.1 **Agreement and Order of Precedence.** A reference to "**Agreement**" means:

(A) the Enterprise Licensing Terms, consisting of:

(1) these General Terms;

(2) the applicable exhibits; and

(3) the applicable Product Descriptions and Metrics; and

(B) the Sales Order.

If there is any inconsistency between any of the above parts, the part listed later will prevail (to the extent of the inconsistency) over a part listed earlier.

1.2 **Definitions**

(A) "**Adobe**" means one or both of the following:

(1) If the Products and Services are licensed in the United States, Canada, Mexico, United States territories and possessions, and United States military bases wherever located:

Adobe Systems Incorporated (a Delaware corporation, of 345 Park Avenue, San Jose, California 95110, USA).

(2) If the Products and Services are licensed in all other countries:

Adobe Systems Software Ireland Limited (an Irish company, of 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland).

(B) "**Adobe Partner**" means an entity that is appointed by Adobe to process orders from end users, or a reseller of Products and Services to end users.

(C) "**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 suggestions made to Adobe that are incorporated into any of the foregoing (which will be deemed assigned to Adobe), as well as any of the derivatives, modifications, improvements, enhancements, or extensions of the above, whenever developed.

(D) "**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.

(E) "**Claim**" means a claim, action, or legal proceeding made against a person or entity, however arising and whether present or future, fixed or unascertained, actual, threatened or contingent.

(F) "**Computer**" means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, consistent with the configuration recommendations in the Documentation, including desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or software applications.

(G) "**Confidential Information**" means a Discloser's or Discloser's Affiliates' non-public information (including copies, summaries, and extracts): (i) that is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (ii) that is disclosed in non-tangible form, identified as confidential at the time of disclosure, summarized in a writing labeled as "confidential", and

delivered to Recipient or Recipient's Affiliate (as applicable) within 15 days after disclosure. The Party disclosing Confidential Information is referred to as "Discloser" and the Party receiving Confidential Information is referred to as "Recipient". Confidential Information does not include information that:

(1) is or becomes generally publicly available at or after the time of disclosure through no fault of either Recipient or Recipient's Affiliate;

(2) was known to Recipient or Recipient's Affiliate (as applicable), free of any confidentiality obligations, before its disclosure by either Discloser or Discloser's Affiliate;

(3) becomes known to Recipient or Recipient's Affiliate (as applicable), free of any confidentiality obligations, from a source other than either Discloser or Discloser's Affiliate; or

(4) is independently developed by either Recipient or Recipient's Affiliate without use of Confidential Information.

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

(I) "**Development Software**" means On-premise Software licensed for use in a non-production, technical environment solely for internal development and testing authorized under the PDM.

(J) "**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.

(K) "**Documentation**" means: (A) for On-premise Software, the technical user manual describing the features and functionalities of the applicable On-premise Software, as provided by Adobe and generally available in PDF format in the software or via www.adobe.com; and (B) for On-premise Software that does not have a technical user manual, Managed Services or On-demand Services, the description of the software or service contained in the PDM applicable to the service or software. "Documentation" does not include any forum or content contributed by any third party.

(L) "**Effective Date**" means the effective date stated in the Sales Order.

(M) "**Enterprise Licensing Terms**" is described in section 1.1 of these General Terms.

(N) "**Evaluation Software**" means On-premise Software licensed for internal evaluation purposes in a non-production environment.

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

(P) "**License Metric**" means each of the per-unit metrics specified by Adobe concerning the licensed quantities in the Sales Order, to describe the scope of Customer's license to use the Products and Services.

(Q) "**License Term**" means the duration of the license granted for the On-demand Services, Managed Services or On-premise Software (as applicable), as specified in the Sales Order, or any shorter term arising from a termination of this Agreement.

(R) "**Losses**" means any damages, losses, costs, expenses, or liabilities incurred by a person or entity.

(S) "**Managed Services**" means the enterprise solutions hosted by or on behalf of Adobe (and Distributed Code, where applicable) in a single-tenant environment, as set out in the Sales Order and identified as "Managed Services" in the applicable PDM. Adobe may use virtualization technologies at different layers to mimic the concept of dedicated resources (e.g., processing, networking, message center servers, etc.) to create a single tenant environment for Customer.

(T) "**On-demand Services**" means the technology services provided by Adobe and hosted by or on behalf of Adobe in a multi-tenant environment (and Distributed Code, where applicable), as set out in the Sales Order and identified as "On-demand Services" in the applicable PDM.

(U) "**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 and identified as "On-premise Software" in the applicable PDM.

(V) "Party" means Adobe or Customer, as applicable.

(W) "**Products and Services**" means one or more of the following procured by Customer: On-premise Software, On-demand Services, Managed Services, or Professional Services, as set out in the Sales Order.

(X) "**Product Descriptions and Metrics**" or "**PDM**" means the Product Descriptions and Metrics document that describes the Products and Services and the terms that apply to their use.

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

(Z) "**Sales Order**" means the sales order form, statement of work, purchase authorization letter, 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.

2. PAYMENT OF FEES

This section 2 (Payment of Fees) applies only if Customer orders the Products and Services directly from Adobe. If Customer orders the Products and Services from an Adobe Partner, the payment terms are as 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 immediately due and payable. Customer must provide a detailed remittance advice with each payment to Adobe via email to sjar@adobe.com no later than the date of the 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 within 15 days of the date of Adobe's notice of Customer's failure to pay, Adobe may, in its sole discretion, terminate this Agreement or the applicable Sales Order or suspend or restrict provision of the 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 invoice date, specifying the error. Unless Customer has correctly notified Adobe of the dispute, Customer must reimburse Adobe's reasonable collection costs. Customer must pay the undisputed portions of Adobe's invoice as required by this Agreement.

2.4   **Taxes.** Prices do not include applicable taxes. The following applies only if Customer orders the Products and Services directly from Adobe: 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.

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, if applicable, the date that Adobe ships the tangible media (e.g., CD or DVD) containing the On-premise Software FOB origin. On-demand Services or Managed Services are deemed to be delivered and accepted on the License Term start date.

4. OUTSOURCING AND THIRD-PARTY ACCESS

4.1   **Use by Affiliates.** Customer may allow its Affiliates to use and access the Products and Services, only if, and as specified in, a Sales Order.

4.2   **Outsourcing and Third-Party Access.** Customer may allow a third-party contractor to use and access the Products and Services solely to operate the Products and Services on Customer's behalf, but only if:

(A) upon Adobe's request, Customer provides Adobe with the identity of the contractor and the purpose for the contractor's use or access to the Products and Services; and

(B) the use or access by the contractor is only for Customer's internal operations.

4.3 **Customer Responsibility.** If Customer allows any person or entity to use or access the Products and Services under sections 4.1 (Use by Affiliates) or 4.2 (Outsourcing and Third-Party Access):

(A) Customer must ensure that (1) the person or entity agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Customer; and (2) Adobe has the right to enforce this Agreement directly against the person or entity; and

(B) Customer is responsible for all acts and omissions of all such person or entity.

4.4 **No Additional Rights.** For clarity, the rights granted under this section 4 (Outsourcing and Third-Party Access) do not modify the License Metric or increase the number of licenses granted under this Agreement.

5. CONFIDENTIALITY

5.1 **No Use or Disclosure.** Recipient will only use Confidential Information for the purposes of this Agreement and will not reproduce, disseminate, or disclose Confidential Information to any person, except to its employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as those in this section 5 (Confidentiality). Recipient will treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care.

5.2 **Required Disclosure.** Recipient may disclose Confidential Information:

(A) as approved in a writing signed by Discloser;

(B) as necessary to comply with any law or valid order of a court or other governmental body; or

(C) as necessary to establish the rights of either Party,

but only if, in the case of section 5.2(B) and section 5.2(C), Recipient (1) promptly notifies Discloser of the details of the required disclosure; and (2) gives Discloser all assistance reasonably required by Discloser to enable Discloser to take available steps to prevent the disclosure or to ensure that disclosure occurs subject to an appropriate obligation of confidence.

5.3 **Responsibility for Representatives and Affiliates**. Recipient is responsible for ensuring that its representatives and Affiliates fully comply with the obligations of the Recipient under this section 5 (Confidentiality).

6. TERM AND TERMINATION

6.1 **Term.**

This Agreement applies to each Product and Service from the Effective Date until the expiration of the applicable License Term or the term for Professional Services, unless terminated earlier under this Agreement.

6.2 **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) **Breach of Confidentiality Provisions.** If a Party is in breach of any confidentiality provisions of this Agreement, the non-breaching Party may terminate this Agreement, in whole or in part, immediately by giving the breaching Party written notice of the breach.

(C) **Other Breaches.** Adobe may terminate this Agreement, in whole or in part, immediately upon written notice to

Customer, if: (1) required by law; or (2) Customer breaches section 7.2 (No Modifications) of these General Terms.

6.3 **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, license compliance, limitation of liability, privacy, content monitoring, and the "General Provisions" section in these General Terms.

7. INTELLECTUAL PROPERTY

7.1 **Ownership.** Adobe and its licensors own the Adobe Technology.

7.2 **No Modifications.** Customer must not modify, create derivative works of, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code in, any Adobe Technology. These restrictions will not apply to the extent they limit any non-waivable right Customer may enjoy under applicable law.

8. INDEMNIFICATION

8.1 **Adobe's Duty to Indemnify.** Adobe will defend any third-party Claim against Customer during the License Term to the extent the Claim alleges that (A) the Indemnified Technology directly infringes the third party's patent, copyright, or trademark; or that (B) Adobe has misappropriated the third party's trade secret ("Infringement Claim"). Adobe will pay Customer the Losses that are directly attributable to an Infringement Claim and are either finally awarded by a court of competent jurisdiction against Customer or agreed to in a written settlement agreement signed by Adobe.

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

(A) procure for Customer a license to continue using the Indemnified Technology under the terms of this Agreement;

(B) replace or modify the allegedly infringing Indemnified Technology to avoid the infringement; or

(C) terminate Customer's license and access to the Indemnified Technology (or its infringing part) and refund:

    (1) in the case of On-demand Services, Managed Services or On-premise Software licensed for a limited term, any prepaid unused fees as of the date of termination; or

    (2) 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 purges all copies of the On-premise Software (and related materials from all computer systems on which it was stored) and returns to Adobe all physical copies of the On-premise Software and related materials.

8.3 **Conditions to Indemnification.** Adobe will have no liability for any Infringement Claim:

(A) that arises from any:

    (1) use of the Indemnified Technology in violation of this Agreement;

    (2) modification of the Indemnified Technology by anyone other than Adobe or a party authorized in writing by Adobe to modify specific code within the Indemnified Technology;

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

(4) third-party products, services, hardware, software, or other materials, or combination of these with Indemnified Technology if the Indemnified Technology would not be infringing without this combination; or

(B) if Customer fails to:

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

(2) provide Adobe with reasonable assistance requested by Adobe for the defense or settlement (as applicable) of the Infringement Claim;

(3) provide Adobe with the exclusive right to control and the authority to settle the Infringement Claim; or

(4) refrain from making admissions about the Infringement Claim without Adobe's prior written consent.

8.4 **Sole and Exclusive Remedy.** The remedies in this section 8 (Indemnification) are Customer's sole and exclusive remedies and Adobe's sole liability regarding the subject matter giving rise to any Claim that the Products and Services infringe or misappropriate any third party's intellectual property rights.

9. LIMITATION OF LIABILITY

9.1 **LIMITATION OF DAMAGES**

(A) **In no event is either Party liable for any of the following arising out of or concerning this Agreement, however caused: special, indirect, moral, consequential, incidental, punitive, or exemplary damages; loss of profits, use, or revenue; business interruption; or loss or corruption of data.**

(B) **The maximum aggregate liability of each Party for each and all Claims (individually and together) under or relating to this Agreement or its subject matter is limited to an amount equal to the aggregate of the fees that must be paid by Customer under this Agreement during the 12 months before the initial Claim.**

(C) **Sections 9.1(A) and 9.1(B) (Limitation of Liability) of these General Terms:**

(1) **apply regardless of the form or source of Claim or Loss, whether the Claim or Loss was foreseeable, and whether a Party has been advised of the possibility of the Claim or Loss; and**

(2) **do not apply in any breach of any confidentiality provisions of this Agreement, Customer's 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.**

9.2 **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.**

10. LICENSE COMPLIANCE

10.1 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.

10.2 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 purchase documentation for all On-premise Software and Distributed Code; and (C) any information reasonably requested by Adobe.

10.3 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.

10.4 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, Customer must pay the additional license fees and any applicable related maintenance and support fees based on Adobe's then- current, country-specific list price, within 30 days of invoice date. If use, deployment, or installation

exceeds 5% of that which is permitted under this Agreement, Customer must pay Adobe's reasonable costs of conducting the verification, in addition to paying the additional fees.

11. GENERAL PROVISIONS

11.1 **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.

(B) Adobe may assign this Agreement (or a part of it) to its Affiliates or a surviving person under a merger 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 11.1 (Assignment) of these General Terms, 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.

11.2 **Governing Law, Venue.** This Agreement is governed by and construed under the laws of the state of California, 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. The Parties irrevocably submit to the exclusive jurisdiction of the courts of competent jurisdiction in the County of Santa Clara, state of California, provided however, Adobe will have the right to pursue claims against Customer in any other jurisdiction worldwide to enforce its rights under this Agreement or to enforce its intellectual property rights.

11.3 **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, failure of third-party providers, denial of service attacks and other malicious conduct, utility failures, power outages, or governmental acts, orders, or restrictions.

11.4 **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.

11.5 **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: 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. A notice is taken to have been received by email 3 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

11.6 **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.

11.7 **Third-Party Beneficiaries.** Customer acknowledges and agrees that Adobe's licensors are third-party beneficiaries of this Agreement, with the right to enforce the obligations in this Agreement directly against Customer.

11.8 **Customer's Purchase Order.** 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) do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both Customer and Adobe.

11.9 **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.

11.10 **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.

11.11 **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.

11.12 **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.

11.13 **Trade Rules.** Customer acknowledges that the Products and Services may be subject to the trade control laws and regulations of the United States and other national governments, and Customer will comply with them.

11.14 **Adobe Partner Transactions.** If Customer orders Products and Services from an Adobe Partner under a Sales Order with the Adobe Partner ("Partner Sales Order"), notwithstanding anything to the contrary: (A) the terms of this Agreement apply to Customer's use of the Products and Services; (B) the Enterprise Licensing Terms (or any part of it) prevails over any inconsistent provisions in the Partner Sales Order; and (C) the Adobe Partner is solely responsible for any variations or inconsistencies between the Partner Sales 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.

11.15 **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 reserved under the copyright laws of the United States.

1. DEFINITIONS

1.1 **"CAB"** means the Change Advisory Board, a panel of Adobe employees who must approve any changes requested by Customer and/or the Development Partner to the Managed Services in the Production Phase.

1.2 "**Customer Content**" means any information or material, such as audio, video, text, or images, that is provided to Adobe in connection with Customer's use of Managed Services, for content delivery, targeted advertising or indexing.

1.3 **"Customer Customizations"** means the customizations made to the Managed Services by Customer, the Development Partner, or both during the Pre-Production Phase. Customer Customizations do not constitute Indemnified Technology.

1.4 "**Customer Data**" means (A) any data or information collected from the Customer Site or Customer's search engine providers, via the Distributed Code; or (B) any data or information that Customer imports into the Managed Services from its internal data stores or other sources not supplied by Adobe.

1.5 "**Customer Site**" means any current or future website or application: (A) that is owned and operated by Customer, or is hosted or operated by a third party or Adobe on Customer's behalf; (B) that contains Customer's brand or logo; and (C) that contains a privacy policy or data collection practices that Customer maintains and controls, or that complies with applicable privacy or data protection laws that mandate the privacy disclosures and data collection practices for such website or application.

1.6 "**Development Partner**" means a third party systems integrator who has rights to access and customize the Managed Services during the Pre-Production Phase as a result of such party's relationship with or connection to Customer.

1.7 "**Managed Services User**" means, unless otherwise described in this Agreement, Customer's employees, third-party contractors described in the "Outsourcing and Third-party Access" section of the General Terms, or those whom Customer is permitted under this Agreement to allow access to the Managed Services.

1.8 "**Personal Data**" is given the meaning under the relevant privacy or 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.

1.9 "**Pre-Production Phase**" means the period of time before the Production Phase in which Customer or Development Partner (A) may customize and test the components and features of the Managed Services for the purpose of evaluating potential configurations of the Managed Services; (B) may conduct quality testing of those configurations by performing bug elimination, simulations and integration with other Customer systems; and (C) if applicable, as noted in the relevant PDM, creates a Runbook and obtains Adobe's written approval of such Runbook.

1.10 "**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.

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

1.12 **"Runbook"** means a document written by Customer, the Development Partner, or both that provides Adobe with a list of the Customer Customizations and configurations Customer, the Development Partner, or both made to the Managed Services. If applicable, such list is intended to assist Adobe in running and supporting the Managed Services in the Production Phase.

1.13 **"Sensitive Personal Data"** is given the meaning under relevant privacy or data protection laws, or where no such laws apply, means financial information (including financial account information), sexual preferences, medical or health information, and 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).

2. LICENSE AND RESTRICTIONS

2.1 **License Grant from Adobe**

(A) Subject to the terms of this Agreement, Adobe grants Customer, during the License Term, a non-transferable, non-exclusive, and worldwide license to:

(1) **Pre-Production Phase**:

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

(b) conduct quality testing of Customer Customizations.

(2) **Production Phase**;

(a) permit Managed Services Users to access the Managed Services through the applicable interfaces;

(b) install, implement, and use the Distributed Code on Customer Sites, Customer's Computers, or the Managed Services Users' Computers as applicable;

(c) use and distribute Reports internally within Customer's business,

solely in connection with Customer's use of the Managed Services for its internal operations.

2.2 Nothing in this Agreement grants Customer any express or implied license to use, distribute, modify, copy, link, or translate the Distributed Code, other than for Customer's lawful use of the Managed Services.

2.3 **License Restrictions.**

Except as permitted under this Agreement, Customer must not:

(A) attempt to interact with the operating system underlying the Managed Services;

(B) copy, use, reproduce, distribute, republish, download, display, post or transmit the Managed Services, Distributed Code or Reports;

(C) sell, rent, lease, host, or sub-license the Managed Services, the Distributed Code or the Reports;

(D) make Customer's login IDs or passwords available to any third party;

(E) use, modify, copy, link, translate, or reverse engineer the Distributed Code to enhance or enable the use of any third-party product or service;

(F) remove, obscure, or alter any proprietary notices associated with the Managed Services, Distributed Code, or Reports;

(G) use the Managed Services, Distributed Code, or Reports in violation of any applicable law (including use on websites that contain unlawful material such as material that violates any obscenity, defamation, harassment, privacy, or intellectual property laws).

2.4 **Managed Services User IDs.** Unless otherwise specifically limited in the Sales Order, Managed Services User passwords and login IDs for the Managed Services will be provided to Customer in an amount mutually agreed upon by Customer and Adobe. Customer must take steps to prevent unauthorized access to its login IDs and passwords, and must not allow the use of the same login ID simultaneously by two or more Managed Services Users.

2.5 **License Grant from Customer**

(A) During the License Term, 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, solely to the extent necessary to provide the Managed Services and Reports to Customer and enforce its rights under this Agreement.

(B) Additionally, Customer grants Adobe and its Affiliates a non-exclusive, perpetual, worldwide, and royalty-free license to use, copy, transmit, sub-license, index, model, aggregate (including combination with similar data of other customers of Adobe or its Affiliates), publish, display, and distribute any anonymous information derived from Customer Data, such as, but not limited to, web browser, screen resolution, and mobile device-type information.

3.   **OWNERSHIP.**

Customer owns the Customer Data and Customer Content, subject to Adobe's underlying intellectual property in the Adobe Technology. Adobe owns the Adobe Technology.

4.   **PRE-PRODUCTION PHASE.**

During the Pre-Production Phase, Customer is responsible for:

(A) creating a Runbook and providing such Runbook to Adobe for review;

(B) obtaining Adobe's written approval of such Runbook; and

(C) the completeness and accuracy of the Runbook, including the listing of all Customer Customizations in such Runbook.

5.   **PRODUCTION PHASE.**

5.1   During the Production Phase, Customer may not make customizations to the Managed Services. If Customer desires to make any customizations to the Managed Services once the Managed Services is in the Production Phase, the following will apply:

(A) Customer will request that Adobe launch a cloned staging server, implement such customizations and request that such customizations be reviewed and approved by the CAB.

(B) The Managed Services will then revert back to the Pre-Production Phase in connection with such customizations on such cloned server.

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

6.   **CUSTOMER CUSTOMIZATIONS**.

6.1   Adobe will not be responsible for any defect or failure in the Managed Services caused by the Customer Customizations or by Customer's failure to meet obligations in Section 4.

6.2   Customer is solely responsible for all security testing of Customer Customizations, and Adobe has no obligation in connection with any failure or defect caused by Customer Customizations or Customer's failture to meet the obligations in Section 4.

7.   **DEVELOPMENT PARTNERS.** Customer may appoint Development Partners to develop and test Customer Customizations during the Pre-Production Phase, subject to the following limitations and restrictions:

7.1   Customer may provide the appointed Development Partners access to the Managed Services, including user logins and passwords, solely for the internal business purposes of Customer and related to Customer's use of the Managed Services during the Pre-Production Phase.

7.2   Prior to providing the Development Partner with access to the Managed Services, Customer will enter into a confidentiality agreement with the Development Partners at least as protective as the confidentiality terms in this Agreement.

7.3   If, during the term of this Agreement, Customer learns that the Development Partner is, has become, or plans on becoming a direct competitor of Adobe for the Managed Services purchased herein, then Customer will immediately terminate the Development Partner's access to the Managed Services and any other Confidential Information of Adobe.

7.4   Customer is responsible for ensuring the Development Partners compliance with all terms and conditions of this Agreement, as applicable, and will remain liable for any acts or omissions of the Development Partners which results in a breach or violation of this Agreement, including indemnifying Adobe for any and all third party claims arising from such acts or omissions of Development Partner.

7.5   Adobe may deny access to any Development Partner it deems is adversely impacting the Managed Services or other Managed Services Users.

8.   **MONITORING.** Customer must implement a process through which infringing, abusive, or otherwise unlawful content can be reported to Customer and removed in accordance with applicable laws, regulations, rules, guidelines, codes, and industry

best practices. If Customer Content is hosted by Adobe, and if Customer becomes aware of a possible violation regarding any Customer Content that is uploaded to the Managed Services, Customer must promptly notify Adobe. Customer acknowledges that although the Managed Services may be used to modify or edit Customer Content to be posted or integrated into Customer Sites on Customer's behalf, Customer: (A) retains complete control over each Customer Site, all Customer Content and Customer Data; and (B) remains fully responsible for ensuring that all Customer Sites used with the Managed Services and all Customer Content and Customer Data: (1) fully comply with all applicable laws, regulations, rules, guidelines, and codes; and (2) do not infringe any person's or entity's rights. Customer acknowledges and agrees that nothing in this section prevents Adobe from suspending services to comply with an applicable court order.

9.   **USE OF ONLINE SERVICES**. The Managed Services may facilitate Customer's access to APIs or other websites maintained by Adobe or its affiliates or third parties offering services (collectively, "**Online Services**"). Use of such Online Services may be subject to additional terms and conditions. EXCEPT AS EXPRESSLY AGREED BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, CUSTOMER'S USE OF ONLINE SERVICES IS AT ITS OWN RISK.

10.   **LIMITATIONS.** The following terms will apply to any Managed Services licensed by Customer except Adobe Campaign Managed Services.

  10.1   **Production Phase Deployment**. Customer is limited to the following total aggregate capacity across all Production Phase deployments of the Managed Services:

  (A) Storage: Customer is limited to a total combined storage at any one time, for all active data, of 250 gigabytes per Managed Services deployment. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.

  (B) Network I/O: Customer is limited to a total combined input and output traffic, to and from the given cloud region, of 500 gigabytes per month. There is no limit on the transmission of information which does not depart the regional cloud and is instead terminated at another server on the cloud. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.

  (C) Backup: Customer is limited to a total combined backup space of one terabyte per Production Phase Managed Services deployment. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price. The total storage for purposes of the limits set forth in the sections 10.1(A) (Storage) and 10.1(B) (Network I/O) will be the size of Customer's then–current files stored outside of the virtual machine as described above, plus the total size of all back up files being retained under the Customer Runbook specifications or under the default Adobe terms if no specification is made.

  10.2   **Non-Production Deployment**. Customer is limited to the following total aggregate capacity across all Non-Production Phase deployments of the Managed Services:

  (A) Storage: Customer is limited to a total combined storage at any one time, for all active data, of 50 gigabytes per Managed Services deployment. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.

  (B) Network I/O: Customer is limited to a total combined input and output traffic, to and from the given cloud region, of 500 gigabytes per month. There is no limit on the transmission of information which does not depart the regional cloud and is instead terminated at another server on the cloud. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.

  (C) Backup: Customer will not receive backup space for non-production deployments. In the event the Customer requires storage space for a non-production deployment, Customer will be billed at the then-current Adobe list price.

11.   **TERMINATION OR EXPIRATION**

  11.1   **Termination.** Notwithstanding anything set forth in the General Terms, if Adobe determines, in its sole judgment, that Customer's deployment of the Managed Services contains a material risk to the security of Adobe, any customer of Adobe, or to the continued normal operation of other Adobe customers, then Adobe may at any time, upon written notice to Customer, immediately terminate or suspend Customer's access, in whole or in part, to the Managed Services, until such risk is resolved. Adobe will use commercially reasonable efforts to mitigate any such security or operational risk prior to suspension or termination and only will look to such efforts as a final option to avoid such risks. Further, Adobe may terminate or suspend Customer's access, in whole or in part, to the Managed Services, if Adobe deems, in

its sole judgment, that such termination or suspension is necessary to protect Adobe, its suppliers and its other customers from impact or liability under the security or operational risks discussed herein.

11.2 **Effect of Termination.** Upon termination or expiration of this Agreement or any License Term for Managed Services:

(A) the license and associated rights for Managed Services granted to Customer under this Agreement will immediately terminate and accordingly, Customer will cease to have access to the Managed Services, including any data or content stored by Adobe;

(B) Customer must, at its expense: (1) remove and delete all copies of the Distributed Code; and (2) remove all references and links to the Managed Services from the Customer Sites; and

Any continued use of the Distributed Code or Managed Services after termination or expiration of this Agreement constitutes a breach of this Agreement, and Customer will be liable for any fees for any Managed Services that remain active after the termination or expiration. These fees will be invoiced to Customer at the rate set out in the Sales Order.

12. PRIVACY

12.1 **Privacy Policy.** For Customer Site(s) on which Customer Data is collected or Customer Content is served, Customer agrees that the Customer Site(s) will feature a privacy policy or other notice, displayed conspicuously from the primary interface, that:

(A) discloses Customer's privacy practices;

(B) identifies the collection (via cookies, web beacons, and similar technologies, where applicable) and use of information gathered in connection with the Managed Services; and

(C) offers individuals an opportunity to opt out of (or opt-in if applicable law requires) the collection or use of data gathered in connection with the Managed Services. Adobe reserves the right to recommend to Customer that it modify its privacy disclosures to address updates or changes to applicable law, industry self-regulation, or best practices, and Customer agrees to undertake a good faith effort to address such recommendation(s).

12.2 **Sensitive Personal Data.** Customer must not use the Managed Services to collect, process, or store any Sensitive Personal Data of its employees, customers, partners, site visitors, or any third party. Customer must not under any circumstances transmit, disclose or make available Sensitive Personal Data to Adobe or third-party providers.

13. CLAIMS

13.1 Customer will defend any third-party Claims against Adobe, its Affiliates (and directors, employees, or agents of Adobe or its Affiliates), and third-party providers that arise in connection with:

(A) Customer's breach of any of its privacy or content monitoring obligations;

(B) any violation of Customer's privacy policy, third party's rights of privacy, or privacy or data protection laws;

(C) Customer Customizations; or

(D) any Customer Data or Customer Content.

Customer will indemnify Adobe, its Affiliates (and directors, employees, or agents of Adobe or its Affiliates), and third-party providers against their Losses directly attributable to the foregoing (A), (B), (C) or (D) in this section and are either awarded by a court of competent jurisdiction against Adobe; assessed by a government agency or regulator; or agreed to in a written settlement agreement signed by Customer. The Limitation of Liability provision in the General Terms does not apply to Customer's liability or obligations under this section.

13.2 Customer will have no liability for any Claim under Section 11.1 of this Managed Services Exhibit if Adobe fails to:

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

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

(C) provide Customer with the exclusive right to control and the authority to settle the Claim (Adobe may participate in the matter at Adobe's own expense); or

      (D) refrain from making admissions about the Claim without Customer's prior written consent.

13.3   Customer must defend and indemnify Adobe against any Claims brought by any person or entity against Adobe, its Affiliates (and directors, employees, or agents of Adobe or its Affiliates), and third-party providers that arise in connection with any Customer Customizations.

14.   LIMITED WARRANTY; REMEDIES

14.1   **Warranty.** Adobe warrants that the Managed Services as delivered to Customer will substantially conform to the applicable Documentation during the License Term. Customer must notify Adobe of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appeared.

14.2   **Sole and Exclusive Remedies.** To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability arising out of or in connection with a breach of the warranty in section 14.1 (Limited Warranty; Remedies) of this Exhibit is limited to:

      (A) a replacement of the Distributed Code (as applicable); or

      (B) if replacement is not commercially reasonable, a termination of the applicable Managed Service and a refund of any pre-paid unused fees for the applicable Managed Service.

Exhibit for On-demand Services, in addition to the General Terms, and any applicable PDM, applies to any On-demand Services offering licensed by the Customer.

15. DEFINITIONS

15.1 "**Customer Content**" means any information or material, such as audio, video, text, or images, that is provided to Adobe by Customer or on Customer's behalf in connection with Customer's use of the On-demand Services for content delivery, targeted advertising or indexing.

15.2 "**Customer Data**" means (A) any data or information collected from the Customer Site or Customer's search engine providers via the Distributed Code; or (B) any data or information that Customer imports into the On-demand Service from its internal data stores or other sources not supplied by Adobe.

15.3 "**Customer Site**" means any current or future website or application: (A) that is owned and operated by Customer, or is hosted or operated by a third party or Adobe on Customer's behalf; (B) that contains Customer's brand or logo; and (C) that contains a privacy policy or data collection practices that Customer maintains and controls, or that complies with applicable privacy or data protection laws that mandate the privacy disclosures and data collection practices for such website or application.

15.4 "**On-demand User**" means, unless otherwise described in this Agreement, Customer's employees, third-party contractors described in the "Outsourcing and Third-party Access" section of the General Terms, or those whom Customer is permitted under this Agreement to allow access to the On-demand Services.

15.5 "**Personal Data**" is given the meaning under the relevant privacy or data protection laws relating to this term or any similar term (such as "personal information") used in the 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.

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

15.7 "**Sensitive Personal Data**" is given the meaning under relevant privacy or data protection laws relating to this term or any similar term (such as "sensitive personal information") used in the laws, or where no such laws apply, means financial information (including financial account information), sexual preferences, medical or health information, and 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).

16. LICENSE AND RESTRICTIONS

16.1 **License Grant from Adobe**

(A) Subject to the terms of this Agreement, Adobe grants Customer, during the License Term, a non-transferable, non-exclusive, and worldwide license to:

(1) permit On-demand Users to access the On-demand Services through the applicable interfaces;

(2) install, implement, and use the Distributed Code on Customer Sites, Customer's Computers, or the On-demand Users' Computers as applicable;

(3) use and distribute Reports internally within Customer's business,

solely in connection with Customer's use of the On-demand Services for its internal operations. Nothing in this Agreement grants Customer any express or implied license to use, distribute, modify, copy, link, or translate the Distributed Code, other than for Customer's lawful use of the On-demand Services.

16.2 **License Restrictions**

Except as permitted under this Agreement, Customer must not:

(A) copy, use, reproduce, distribute, republish, download, display, post or transmit the On-demand Services, Distributed Code or Reports;

(B) sell, rent, lease, host, or sub-license the On-demand Services, the Distributed Code or the Reports;

(C) make Customer's login IDs or passwords available to any third party;

(D) use, modify, copy, link, translate, or reverse engineer the Distributed Code to enhance or enable the use of any third-party product or service;

(E) remove, obscure, or alter any proprietary notices associated with the On-demand Services, Distributed Code, or Reports; or

(F) use the On-demand Services, Distributed Code, or Reports in violation of any applicable law (including use on websites that contain unlawful material such as material that violates any obscenity, defamation, harassment, privacy, or intellectual property laws).

16.3 **On-demand User IDs.** Unless otherwise specifically limited in the Sales Order, On-demand User passwords and login IDs for the On-demand Services will be provided to Customer in an amount mutually agreed upon by Customer and Adobe. Customer must take steps to prevent unauthorized access to its login IDs and passwords, and must not allow the use of the same login ID simultaneously by two or more On-demand Users.

16.4 **License Grant from Customer**

(A) During the License Term, 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, solely to the extent necessary to provide the On-demand Services and Reports to Customer and enforce its rights under this Agreement.

(B) Additionally, Customer grants Adobe and its Affiliates a non-exclusive, perpetual, worldwide, and royalty-free license to use, copy, transmit, sub-license, index, model, aggregate (including combination with similar data of other customers of Adobe or its Affiliates), publish, display, and distribute any anonymous information derived from Customer Data, such as, but not limited to, web browser, screen resolution, and mobile device-type information.

17. OWNERSHIP

Customer owns the Customer Data and Customer Content, subject to Adobe's underlying intellectual property in the Adobe Technology. Adobe owns the Adobe Technology.

18. EFFECT OF TERMINATION OR EXPIRATION

18.1 Upon termination or expiration of this Agreement or any License Term for On-demand Services:

(A) the license and associated rights for On-demand Services granted to Customer under this Agreement will immediately terminate;

(B) Customer must, at its expense: (1) remove and delete all copies of the Distributed Code; and (2) remove all references and links to the On-demand Services from the Customer Sites; and

(C) 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).

18.2 Any continued use of the Distributed Code or On-demand Services after termination or expiration of this Agreement constitutes a breach of this Agreement, and Customer will be liable for any fees for any On-demand Services that remain active after the termination or expiration. These fees will be invoiced to Customer at the rate set out in the Sales Order.

19. PRIVACY

19.1 **Privacy Policy.** For Customer Site(s) on which Customer Data is collected or Customer Content is served, Customer agrees that the Customer Site(s) will feature a privacy policy or other notice, displayed conspicuously from the primary interface, that:

(A) discloses Customer's privacy practices;

(B) identifies the collection (via cookies, web beacons, and similar technologies, where applicable) and use of information gathered in connection with the On-demand Services; and

(C) offers individuals an opportunity to opt out of (or opt-in if applicable law requires) the collection or use of data gathered in connection with the On-demand Services. Adobe reserves the right to recommend to Customer that it modify its privacy disclosures to address updates or changes to applicable law, industry self-regulation, or best practices, and Customer agrees to undertake a good faith effort to address such recommendation(s).

19.2 **Sensitive Personal Data.** Customer must not use the On-demand Services to collect, process, or store any Sensitive Personal Data of its employees, customers, partners, site visitors, or any third party. Customer must not transmit, disclose or make available Sensitive Personal Data to Adobe or third-party providers.

6. CLAIMS

6.1 Customer will defend any third-party Claims brought against Adobe, its Affiliates (and directors, employees, or agents of Adobe or its Affiliates), and third-party providers that arise in connection with:

(A) Customer's breach of any of its privacy or content monitoring obligations;

(B) any violation of Customer's privacy policy, third party's rights of privacy, or privacy or data protection laws, guidelines, regulations, codes, or rules; or

(C) any Customer Data or Customer Content.

Customer will indemnify Adobe, its Affiliates (and directors, employees, or agents of Adobe or its Affiliates), and third-party providers against their Losses directly attributable to the foregoing (A), (B) or (C) in this section and are either awarded by a court of competent jurisdiction against Adobe; assessed by a government agency or regulator; or agreed to in a written settlement agreement signed by Customer. The Limitation of Liability provision in the General Terms does not apply to Customer's liability or obligations under this section.

6.2 Customer will have no liability for any Claim under section 6.1 of this On-demand Exhibit if Adobe fails to:

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

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

(C) provide Customer with the exclusive right to control and the authority to settle the Claim (Adobe may participate in the matter at Adobe's own expense); or

(D) refrain from making admissions about the Claim without Customer's prior written consent.

7. CONTENT MONITORING

Customer must implement a process through which infringing, abusive, or otherwise unlawful content can be reported to Customer and removed in accordance with applicable laws, regulations, rules, guidelines, codes, and industry best practices. If Customer Content is hosted by Adobe, and Customer becomes aware of a possible violation regarding any Customer Content that is uploaded to the On-demand Service, Customer must promptly notify Adobe. Customer acknowledges that although the On-demand Services may be used to modify or edit Customer Content to be posted or integrated into Customer Sites on Customer's behalf, Customer: (A) retains complete control over each Customer Site and all Customer Content; and (B) remains fully responsible for ensuring that all Customer Sites used with the On-demand Services and all Customer Content: (1) comply with all applicable laws, regulations, rules, guidelines, and codes; and (2) do not infringe any person's or entity's rights. Customer acknowledges and agrees that nothing in this section prevents Adobe from suspending services to comply with an applicable

court order.

8. LIMITED WARRANTY; REMEDIES

8.1   **Warranty.** Adobe warrants that the On-demand Services as delivered to Customer will substantially conform to the applicable Documentation during the License Term, to the extent the OnDemand Services constitute Indemnified Technology. Customer must notify Adobe of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appeared.

8.2   **Sole and Exclusive Remedies.** To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability arising out of or in connection with a breach of the warranty in section 8.1 (Limited Warranty; Remedies) of this Exhibit is limited to:

(A) a replacement of the Distributed Code (as applicable); or

(B) if replacement is not commercially reasonable, a termination of the applicable On-demand Service and a refund of any pre-paid unused fees for the applicable On-demand Service.

9. DATA RETENTION

Customer Data may be permanently deleted from Adobe's servers 25 months from the date of its collection or receipt.

This Exhibit for Professional Services, in addition to the General Terms and any applicable PDM, applies to any Professional Services offering licensed by the Customer.

1.   **LICENSE TO DELIVERABLES**

1.1   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 for Customer's direct beneficial business purposes.

1.2   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 waives and assigns to Adobe all rights, 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.

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.

3.   **WARRANTY**

Adobe warrants for 30 days from performance of the Professional Service ("**Warranty Period**") that the Professional Service is performed in a professional and workmanlike manner. Customer must notify Adobe in writing of any breach of this warranty during the Warranty Period. To the extent permitted by law, Customer's sole remedy for breach of this warranty will be re-performance of the relevant Professional Service.

4.   **PRIVACY; SENSITIVE DATA**

Adobe structures its Professional Services to avoid the transmission to Adobe of information that is regulated by applicable privacy or data protection laws ("**Protected Data**") (for example, by using "dummy data" when configuring or testing solutions). Adobe does not wish to receive Protected Data. Accordingly, Customer must not transmit Protected Data to Adobe, unless the Parties have agreed in writing on terms specifying that Adobe has agreed to receive Protected Data and detailing the protocol for the transmission and processing of the Protected Data.

5.   **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.

The Products and Services described in this PDM are either On-demand Services or Managed Services (as outlined below) and are governed by the terms of this PDM, the applicable Sales Order, the General Terms, and the Exhibit for On-demand Services or the Exhibit for Managed Services, as applicable.

Name of Products and Services	Applicable Exhibit(s)
Adobe Analytics—Standard Edition	On-demand Services
Adobe Analytics—Premium Edition	Includes Standard Edition as On-demand Services and Data workbench as Managed Services
Adobe Analytics—Video Analytics	On-demand Services

Adobe Analytics – Product/Service Description

1. **Adobe Analytics – Standard Edition**

   1.1 **License Metrics.** Adobe Analytics Standard Edition is licensed per-Primary Server Call, per-Secondary Server Call, or both.

   1.2 **Description.** The Adobe Analytics Standard Edition includes the following capabilities.

   (a) **Marketing reports and analytics.**

   (i) **Reports**. Adobe provides many reports such as: Pages, Search Terms and Site Sections. Each Report may contain up to 500,000 unique values or data elements per month.

   (ii) **Multi-Site Roll-up Report Suites**. This feature provides a view of visitor behavior across multiple Customer Sites by aggregating data from multiple Report Suites geographically or organizationally. Multi-Site Roll- up Report Suites include data from up to 200 Report Suites, updated daily.

   (iii) **Data Sources**. This feature allows Customer to import data from its internal data stores into the Adobe Analytics platform. For purposes of this feature, 1 row of data imported represents and is equivalent (for billing purposes) to 1 Primary Server Call and will be charged in accordance with the Primary Server Call rate set forth in the applicable Adobe Sales Order.

   (iv) **Props.** This feature allows Customer to determine the amount of traffic that a certain dimension of the Customer Site has received, and can be used to report on paths through such site. Props do not persist beyond a page. This feature is limited to 75 Props per Report Suite.

   (v) **eVars.** This feature allows Customer to determine which dimension of the Customer Site has contributed the most to a Success Event. This feature is limited to 75 eVars per Report Suite.

   (vi) **Events**. This feature allows Customer to mark a point on the Customer Site in which a successful conversion event occurs. This feature is limited to 100 Events per Report Suite.

   (b) **Ad hoc analysis**. This feature provides Customer with the ability to generate custom Reports filtered by any available segmented variable, to define custom visitor segments, and to analyze data dimension relationships, visitor behavior, conversion rates, revenue, and other pertinent success metrics in order to understand and respond to visitor/activity trends. Each Report may contain up to 500,000 unique values or data elements per month.

   (c) **Report builder**. This feature allows Customer to pull Customer Data into Microsoft Excel and can send data according to a predefined or user-defined schedule and set of instructions (each set of instructions a "**Scheduled Report**"). This feature is limited to 10 Scheduled Reports run concurrently per login ID, and the same login ID may not be used by more than 1 individual at a discrete moment in time.

(d) **Data Insertion Application Programming Interface (API).** Using this feature, Customer can insert Customer Data programmatically through a web services-based API. For purposes of this feature, each row of data inserted through the API represents and is equivalent (for billing purposes) to 1 Primary Server Call and will be charged in accordance with the Primary Server Call rate set forth in the applicable Adobe Sales Order.

(e) **Adobe Mobile Services.** This feature allows for the collection of data and reporting on mobile applications. Reports include Usage, Retention, and Cohort. Adobe Mobile Services is subject to the same "Marketing reports and analytics" limits listed above in 1.2 (a) (i)-(vi).

   (i) **Compliance with Operating System Program Terms.** If Customer uses the Adobe Mobile Services, Customer is responsible for complying with all applicable laws, application store terms, program terms, and developer guidelines of the applicable operating system provider. For example, the operating system providers may have program terms requiring the consent of the consumer of the mobile app for the transmission of "PUSH" notifications within a mobile smartphone application or for the use of geo-location capabilities.

2. Adobe Analytics—Premium Edition

2.1 **License Metrics.** Adobe Analytics Premium Edition is licensed per-Primary Server Call, per-Secondary Server Call, or both.

2.2 **Description.** Adobe Analytics Premium Edition includes both the Adobe Analytics Standard Edition and Data workbench. The Adobe Analytics Standard Edition component of the Adobe Analytics Premium Edition is an On-demand Service. The Data workbench component of the Adobe Analytics Premium Edition is a Managed Service. The terms set forth within the Adobe Analytics Standard Edition (described above) all apply to the Adobe Analytics Premium Edition, in addition to the following terms. The Adobe Analytics Premium Edition includes the following additional capabilities.

(a) **Data workbench.**

   (i) **Analysis**. This feature provides an application that connects to and queries data collected, stored and processed within the Adobe Analytics environment, providing interactive visual analysis and report development. Specific capabilities include data discovery, multi-dimensional analysis, dynamic segmentation, data visualization, visual alerting, system administration and other capabilities for data-driven business professionals.

   (ii) **Universal Data Loading**. This feature enables the flexible, extensible, continuous and automated loading of data from data sources through structured flat files, XML files and via ODBC connectivity. For purposes of this feature, 1 row of data imported represents and is equivalent (for billing purposes) to 1 Primary Server Call and will be charged in accordance with the Primary Server Call rate set forth in the applicable Adobe Sales Order.

   (iii) **Data Integration**. Using this feature, Customer can integrate external lookup table data containing a common key with available event data.

   (iv) **Digital Envoy Data Access**. This data is provided "AS IS" by Digital Envoy, Inc. and is updated on a periodic basis. The data service provides the following data fields to be plotted on a globe enabled by Adobe Analytics Premium Edition: name, area code, ASN (Autonomous System Number), carrier, CBSA (Core Based Statistical Area), city, company, connection, country, CSA (Consolidated Statistical Area), DMA (Designated Market Area), domain, latitude, longitude, primary language, proxy name, region/state code, time zone and zip code.

   (v) **Query API.** This feature provides Customer a means to access Customer Data programmatically through an API, and to configure dashboards and other reporting applications that process Customer Data within the Query API. Customer is prohibited from using the Query API to configure applications for the purpose of distributing such applications to third parties.

3. Adobe Analytics—Video Analytics

3.1 **License Metrics.** Adobe Analytics Video Analytics is licensed per Primary Stream, per Secondary Stream, or both.

3.2 **Description**. Adobe Analytics Video Analytics allows the Customer to measure videos on Customer Site(s) and provides metrics for both video content and ad content including the following: starts, time spent, and completes. Customer

will be charged for each Primary Stream, Secondary Stream (or both) in accordance with the rates set forth in the applicable Adobe Sales Order.

4. Additional Terms.

4.1   **Support.** Adobe provides 24x7x365 unlimited access to Adobe Client Care for a maximum of 5 named Customer technical support contacts. Support includes: Live Phone, Chat, and Email Support from Adobe Client Care; access to the Online Interface for Support Issue Management; access to the Searchable Knowledge Base; and access to On-demand Training Modules.

5. Additional Definitions. Unless otherwise defined herein, capitalized terms will have the meanings ascribed to them in the corresponding Adobe General Terms.

5.1   "**CPMM**" means cost per million.

5.2   "**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, as further described herein.

5.3   "**Primary Stream**" means each Stream to the extent that Customer tags, allows to be tagged, or causes to be tagged such Stream.

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

5.5   "**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).

5.6   "**Secondary Stream**" means each duplicate Stream 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).

5.7   "**Stream**" means each single video playback (including ads) on Customer Site(s) through a 30 minute interval, or if video is completed or abandoned in less than 30 minutes, the shorter interval.

The Products and Services described in this Product Description and Metrics ("PDM") document are subject to the applicable Sales Order, PDM, Exhibit for On-demand Services, and General Terms.

Adobe Target – Product and Service Descriptions

The Adobe Target Services packaging and technology options described below are cloud-based digital marketing solutions that provide Customer with a set of optimization and personalization applications, enabling Customer to optimize visitor interactions on its Customer Sites and leverage data to automate personalization. Customer will have online access to performance reports via an on-demand reporting system, which may be accessed via discrete log-in(s) and password(s).

1. **Adobe Target Standard**

   1.1 **License Metric.** Adobe Target Standard is licensed per Total Annual Page View Traffic on Named Domains.

   1.2 **Description.** Adobe Target Standard includes the following components and functionality in the Target section of the Adobe Marketing Cloud user interface: A/B testing, rules-based targeting guided workflow, and geo-targeting. In addition, Adobe Target Standard includes up to five tests per quarter for the first year, as further described and detailed in the Sales Order.

2. **Adobe Target Premium**

   2.1 **License Metric.** Adobe Target Premium is licensed per Total Annual Page View Traffic on Named Domains.

   2.2 **Description.** Adobe Target Premium includes the following components and functionality in the Target section of the Adobe Marking Cloud user interface: A/B testing, rules-based targeting guided workflow, geo-targeting, Multivariate Testing (MVT), automated personalization, and automated recommendations. In addition, Adobe Target Premium includes access during the initial License Term year to a Strategic Optimization Advisor as further described and detailed in the Sales Order.

3. **Adobe Search&Promote**

   3.1 **License Metric.** Adobe Search&Promote is licensed per Adobe Search&Promote Server Requests.

   3.2 **Description.** Adobe Search&Promote provides Customer with website search and navigation functionality.

   3.3 **Product/Service Limitations and Use Restrictions.**

   (A) Adobe Search&Promote is not available for licensing or use in Japan.

   (B) Customer's use of Adobe Search&Promote is subject to limitations on the index size and the volume of traffic to Customer Sites, and such limits are set forth in the applicable Sales Order. Index size is measured by the number of products indexed from Customer's product catalog and/or indexed web pages comprising the total possible number of search results. Traffic volume is measured by number of Search&Promote Server Requests.

   (C) Fees for Adobe Search&Promote, including applicable over-usage costs for index size and Search&Promote Server Requests, are set forth in the Sales Order.

Additional Terms

4. **Adobe Target Standard and Adobe Target Premium Additional License Grant and Restrictions.** This section 4 applies only to the Adobe Target Standard and Adobe Target Premium Products and Services.

   4.1 **License Grant from Adobe.** Notwithstanding any License Grant from Adobe to Customer contained in the Agreement and subject to all other terms of the Agreement and Customer's payment of the fees, Adobe grants to Customer during the License Term a non-transferable, non-exclusive, and worldwide license to use of Adobe Target Standard or Adobe Target Premium only on the Named Domain(s) and related Subdomains identified in the Sales Order. If a Named Domain is not identified in the Sales Order or in an alternate written document fully executed between the parties and attached to this Agreement, then Adobe grants Customer a license to use Adobe Target Standard or Adobe Target

Premium only on the Root Domain and related Subdomains that contain the Customer's name as the second-level domain (e.g. exampleinc.com).

4.2 **License Grant from Customer.** During the License Term, Customer additionally grants Adobe and its Affiliates a non-exclusive, worldwide, royalty-free license to generate Page View reports from the Adobe Target Java Script implemented on Customer Sites, solely to the extent necessary to provide reports to Adobe on Total Annual Page View Traffic and enforce its rights under this Agreement.

4.3 **Customer Implementation of Adobe Target Java Script Library.** Customer must install a minimum of one Adobe Target Java Script Library on every webpage within the scope of the Named Domain(s), regardless of whether Adobe Target Standard or Adobe Target Premium functionality is being used on the individual webpage.

4.4 **Annual Page View Traffic**

(A) Initial Estimated Annual Page View Traffic. The estimated Annual Page View Traffic for the Named Domains will be identified in the Sales Order. The parties may mutually agree to a supplemental document as needed. Customer's flat fee pricing for annual unlimited use of Adobe Target Standard or Adobe Target Premium on the Named Domains is established from this estimated Page View Traffic.

5. Increases of Annual Page View Traffic. After each 12 month period of the License Term, including any renewal thereafter, Adobe will review the actual Page View traffic across the Named Domains and if Customer's actual Page View Traffic increases by 15% over the initial estimated Annual Page View Traffic or the prior year's Annual Page View Traffic then Adobe will revise the Estimated Annual Page View Traffic for subsequent years in the License Term to match the Actual Page View Traffic and increase the annual flat fee for the remainder of the License Term in proportion to the increased revised Estimated Annual Page View Traffic. Customer will be responsible to pay any excess fees as a result of an increase in the Estimated Annual Page View Traffic in accordance with the billing terms in the Agreement. Customer will not receive any credit, reduction in flat fee, or revision of the Estimated Annual Page View Traffic when the Actual Page View Traffic for any 12 month period is below the Estimated Annual Page View Traffic for any prior year. **Support.** Adobe provides 24x7x365 unlimited access to Adobe Client Care for a maximum of 5 named Customer technical support contacts. Support includes: Live Phone, Chat, and Email Support from Adobe Client Care; access to the Online Interface for Support Issue Management, access to the Searchable Knowledge Base; and access to the On-demand Training Modules.

6. **Data Retention.** Notwithstanding any clause to the contrary in the On-demand Exhibit, the following Customer Data for Adobe Target may be permanently deleted by Adobe from Adobe's servers:

6.1 visitor profile data that is collected by Adobe Target Java Script Libraries for use with Adobe Target functionality may be deleted after 90 days; and

6.2 Customer Site activity data, which is data related to the use of the Adobe Target functions, features, and campaigns, may be deleted after 12 months.

7. **Additional Definitions**

7.1 **"Adobe Search&Promote Server Request"** means any request made to the Adobe servers that originates from:

(A) an external service making a direct call; or

(B) a request made due to keyword searches submitted from a search box on the Customer Site(s), navigation links in the search results pages, or links to Adobe Search&Promote results embedded in the Customer Site(s).

7.2 **"Adobe Target Java Script Library"** means an Adobe Target java script library or class (e.g. target.js or mbox.js) installed on the Named Domain webpages or applications.

7.3 **"Annual Page View Traffic"** means the sum of the Page Views during a 12 month period.

7.4 **"Domain"** means an Internet Protocol (IP) resource, such as Computer hosting a web site, the web site itself or any other service communicated via the Internet. Domain names must be formed by the rules and procedures of the Domain Name System (DNS) and registered with the DNS.

7.5 **"Mobile App"** means application software designed to run on a mobile device, such as a smartphone or tablet computer.

7.6 "**Named Domain**" means a Domain or Mobile App identified in the Sales Order as the Domain or Mobile App where services are licensed to be used. In addition to any specific Mobile App identified the Named Domain may include one or more of the following named domain types:

(A) **"Root Domain":** The combination of the top-level domain (i.e. .com, .net, or .org) combined with the second-level domain (i.e. the domain to the left of the top level domain) is the root domain (e.g. *exampleinc.com*). If only the root domain is identified in the Sales Order then all Subdomains and subfolders of the root domain are included within the scope of the Named Domain. Subfolders are separated by a backslash (i.e."/") and located to the right of the Root Domain.

(B) **"Subdomain":** The combination of a Root Domain with a third-level domain, included to the left of the root domain, is a subdomain (e.g. *sample.exampleinc.com*). Additional lower-level subdomains (fourth-, fifth-, etc.) can be added to the left of the subdomain to create additional subordinate subdomains. The specific subdomain identified in the Sales Order and any additional subordinate domains of the subdomain, whether such subordinate subdomains are identified or not, are included as Named Domains for the purposes of this Agreement; i.e. the fourth-level subordinate subdomain of *extra.sample.exampleinc.com* would be a Named Domain although not identified, so long as *sample.exampleinc.com* was identified as a Named Domain.

7.7 "**Page View**" means a single view of a mobile or browser application, 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 on Named Domain(s), an application is loaded, or when targeted content renders or is shown through an opened or viewed email.

Adobe PDM - AEM 6.0: Managed Services (2014v2)

The Products and Services described in this Product Description and Metrics ("PDM") document are subject to the applicable Sales Order, PDM, Exhibit for Managed Services, and General Terms.

This PDM describes the following Managed Services products:

Section	Name of Product
1	Adobe Experience Manager Sites
2	Adobe Experience Manager Assets
3	Adobe Experience Manager Apps

Products and Services subject to the Managed Services Exhibit are delivered to the Customer as hosted managed services and are referred to as Managed Services under this Agreement.

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1. **Adobe Experience Manager Sites ("AEM Sites") – Product Description**

   AEM Sites is a web content management platform for delivering digital cross-channel customer experiences and provides an authoring environment with support for in-place editing, drag-and-drop page composition from a library of web components, and controls for search engine optimization, scheduled delivery, and landing page optimization.

   1.1 **AEM Sites**

   (A) **License Metric.** AEM Sites Managed Services is licensed per each base package. A separate base package must be licensed for each AEM Deployment. Customer can license AEM Sites Managed Services in the four different SLA Service Availability levels and base package configurations described in this section below. The specific configuration licensed by the Customer is identified on the applicable Sales Order:

   (1) **99.5% Service Availability.** Includes 1 Author Instance, 1 Publish Instance, and 1 Dispatcher Instance for Production

   (2) **99.9% Service Availability.** Includes 1 Author Instance, 2 Publish Instances, and 2 Dispatcher Instances for Production

   (3) **99.95% Service Availability.** Includes 2 Author Instances, 4 Publish Instances, and 4 Dispatcher Instances for Production

   (4) **99.99% Service Availability.** Includes 2 Author Instances, 4 Publish Instances, and 4 Dispatcher Instances for Production, and 2 Author Instances, 4 Publish Instances, and 4 Dispatcher Instances for Pre-Production

   (B) **Product Description.** AEM Sites includes the following capabilities. Use of these capabilities is licensed to Customer for use on the Author and Publish Instances included with AEM Sites and on each Additional Author or Publish Instance of AEM Sites licensed and added to the AEM Deployment.

   (1) **Media Library.** Media Library provides a limited tool for the production and distribution of digital assets. Media Library includes a content repository, Creative Suite integration via Adobe Drive and WebDAV, Creative Cloud file share integration, basic metadata management, asset versioning, basic tag management, activity streams (timelines), and limited rights management functionality.

(2) **Additional Modules Included.** AEM Sites also includes use of any of the following modules and tools on each licensed AEM Deployment of AEM Sites: Adobe Marketing Cloud Integrations, Advanced Content Management, Dispatcher, LDAP with Single Sign On (SSO), Marketing Campaign Management, Media Publisher, Portal, Portal Director, Targeting, and Projects, and Tools.

(C) **Included Storage, Network I/O, and Backup**

(1) **Production Phase AEM Deployment.** The following total aggregate capacity across all Production Phase Author and Publish Instances is included for each AEM Deployment licensed:

    (a) **Storage:** Customer may use a total combined storage at any one time, for all active data, of 250 gigabytes per AEM Author and Publish Instance. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.

    (b) **Network I/O:** Customer may use a total combined input and output traffic, to and from the given cloud region, of 500 gigabytes per month per AEM Author and Publish Instance. There is no limit on the transmission of information that does not depart the regional cloud and is instead terminated at another server on the cloud. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.

    (c) **Backup:** Customer may use a total combined backup space of one terabyte per AEM Author and Publish Instance. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.

(2) **Non-Production Phase AEM Deployment.** The following total aggregate capacity across all Non-Production Phase Author and Publish Instances is included for each AEM Deployment licensed:

    (a) **Storage:** Customer may use a total combined storage at any one time, for all active data, of 50 gigabytes per AEM Author and Publish Instance. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.

    (b) **Network I/O:** Customer may use a total combined input and output traffic, to and from the given cloud region, of 50 gigabytes per month per AEM Author and Publish Instance. There is no limit on the transmission of information that does not depart the regional cloud and is instead terminated at another server on the cloud. In the event the Customer exceeds the aggregate limit, Customer will be billed for any overage at the then-current Adobe list price.

    (c) **Backup:** Customer will not receive backup space for non-production deployments. In the event the Customer requires storage space for a non-production deployment, Customer will be billed at the then-current Adobe list price.

(D) **Product Limitations and Use Restrictions**

(1) AEM Sites integrations with Adobe Marketing Cloud, Adobe Digital Publishing Suite, Adobe Creative Cloud, and Adobe Creative Suite include only the integration code; Customer must license each of the additional products separately.

(2) A separate license for AEM Sites base package is required for each AEM Deployment of AEM Sites. Additional Instances may be licensed separately and added to an AEM Deployment of AEM Sites to increase the capacity of that AEM Deployment.

(3) AEM Sites does not include licenses for AEM Users, which must be licensed separately and identified in the applicable Sales Order.

(4) In addition to the Instances included in the base package described above, additional Author, Publish, or Generic Instances may be recommended based on Customer's specific use.

(5) AEM Sites Managed Services does not include CDN services by default, but can be purchased separately.

1.2 **AEM Sites Add-ons**

(A) **Additional Instances**

(1) **License Metric.** Additional Instances are licensed per Instance.

(2) **Description.** Additional Instances are added to an AEM Deployment of AEM Sites Managed Services to increase the capacity of this AEM Deployment and can be designated either as an Author or Publish Instance. Additional Instances have the same Service Availability as the associated AEM Deployment base package.

(3) **Product Limitations and Use Restrictions.** Additional Instances may only be added to an AEM Deployment where the AEM Sites base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Sites.

(B) **Additional Generic Production Instance**

(1) **License Metric.** AEM Sites Generic Production Instances are licensed per Instance.

(2) **Description.** AEM Sites Generic Production Instances are available either as an extra-large or large Instance for use in the Production Phase. Additional Instances may only be added to an AEM Deployment where the AEM Sites base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Sites. Additional Generic Production Instances have the same Service Availability as the associated AEM Deployment base package.

(C) **Additional Generic Non-production Instance**

(1) **License Metric.** AEM Sites Generic Non-production Instances are licensed per Instance.

(2) **Description.** AEM Sites Generic Non-production Instances are available either as a large or medium Instance for use in the Non-production Phase (development, staging, or transition phases). Additional Instances may only be added to an AEM Deployment where the AEM Sites base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Sites. Additional Generic Non-production Instances have a Service Availability of 99.5% regardless of the Service Availability of the associated AEM Deployment base package.

(D) **AEM Users**

(1) **License Metric**. AEM Users are licensed on a named user basis, meaning that a User license is granted to a single User who is authorized to access or use the AEM Sites, AEM Assets, or AEM Apps products licensed herein.

(2) **Product Limitations and Use Restrictions.** AEM User license(s) 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.

(E) **Commerce**

(1) **License Metric.** Commerce is licensed per Instance. Commerce Instances must be licensed in a quantity equal to the total number of Author and Publish Instance deployed on the AEM Deployment where the Commerce functionality, or any portion thereof, is being used or was previously activated (even if not continuously in-use).

(2) **Description.** Commerce provides basic commerce capabilities including product pages, shopping cart, and a standard set of APIs to integrate with eCommerce systems. Commerce Instances have the same Service Availability as the associated AEM Deployment base package.

(F) **Mobile**

(1) **License Metric.** Mobile is licensed per Instance. Mobile Instances must be licensed in a quantity equal to the total number of Author and Publish Instance deployed on the AEM Deployment where the Mobile functionality, or any portion thereof, is being used or was previously activated (even if not continuously in-use).

(2) **Description.** Mobile leverages the AEM Sites platform and interface to deliver web content across a range of mobile devices; providing functionality for creating mobile specific websites, viewing a mobile page emulated for a mobile device, or switching between several views. Mobile includes LiveCopy functionality, which allows a link content between standard websites created in AEM Sites and mobile/tablet sites created with Mobile. Customers do not need Multi-Site Manager to use LiveCopy functionality between a standard website and a mobile site. However, if Customer is managing multiple websites for different regions, languages, etc. Multi-

Site Manager is required. Mobile Instances have the same Service Availability as the associated AEM Deployment base package.

(G) **Multisite Manager**

    (1) **License Metric.** Multisite Manager is licensed per Instance. Multisite Manager Instances must be licensed in a quantity equal to the total number of Author Instance deployed on the AEM Deployment where the Multisite Manager functionality, or any portion thereof, is being used or was previously activated (even if not continuously in-use).

    (2) **Description.** Multisite Manager lets AEM Users define relations between sites and to what degree re-use or control is exerted on the different sites. Once set up, Multisite Manager does this automatically. Multisite Manager Instances have the same Service Availability as the associated AEM Deployment base package.

    (3) **Product Limitations and Use Restrictions.** Multisite Manager is only for use with Instances designated as Author Instances and will not function with Publish Instances.

(H) **Social Communities**

    (1) **License Metric.** Social Communities is licensed per Instance. Social Communities Instances must be licensed in a quantity equal to the total number of Author and Publish Instance deployed on the AEM Deployment where the Social Communities functionality, or any portion thereof, is being used or was previously activated (even if not continuously in-use).

    (2) **Description.** Social Communities is a solution that enables marketers to create immersive social experiences as part of their website to build brand loyalty and generate demand. Social Communities Instances have the same Service Availability as the associated AEM Deployment base package.

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2. **Adobe Experience Manager Assets ("AEM Assets") – Product Description**

AEM Assets is a digital asset management tool that is fully integrated with the AEM platform and enables Customer to share and distribute digital assets. AEM 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.

2.1 **AEM Assets**

(A) **License Metric.** AEM Assets Managed Services is licensed per each base package. A separate base package must be licensed for each AEM Deployment. Customer can license AEM Assets Managed Services in the four different SLA base package configurations described in this section below. The specific configuration licensed by the Customer is identified on the applicable Sales Order:

    (1) **99.5% Service Availability.** Includes 1 Author Instance and 1 Dispatcher Instance for Production

    (2) **99.9% Service Availability.** Includes 2 Author Instances and 2 Dispatcher Instances for Production

    (3) **99.95% Service Availability.** Includes 4 Author Instances and 4 Generic Instances for Production

    (4) **99.99% Service Availability.** Includes 4 Author Instances, 4 Dispatcher Instances, for Production and 4 Author Instances and 4 Dispatcher Instances for Pre-Production

(B) **Description.** AEM Assets includes the following capabilities. Use of these capabilities is licensed to Customer for use on the Instance included with AEM Assets and on each Additional Instance of AEM Assets licensed and added to the Deployment.

    (1) **Core Features.** Content repository, collaboration and annotations of assets, configurable search facets, asset versioning, asset edit, rotate and crop, static renditions, tag management, collections & lightbox, camera RAW file support, advanced metadata management, predefined asset workflows, media portal asset share (additional Publish Instance required), video encoding (ffmpeg), and review and approval workflows.

    (2) **Integrations.** Integration connectors are available for Adobe products and third-party products (purchased separately), including Adobe Creative Cloud and Marketing Cloud folder sharing, Creative Suite application

integrations via Adobe Bridge, Drive, and PIM integration, Advanced InDesign Server integration, SharePoint, and Documentum integrations.

    (3) **Additional Modules Included.** AEM Assets also includes use of any of the following modules and tools on each licensed AEM Deployment of AEM Assets: Commerce, dynamic renditions, reporting, rights management security by ACL, advanced rights management functionality including closed user group access at folder level and on the Publish Instance, copyright web statement and expirations, LDAP with SSO, advanced review and approval workflows to create ad-hoc reviews on batch assets, and Projects.

(C) **Product Limitations and Use Restrictions**

    (1) AEM Assets integrations with Adobe Marketing Cloud, Adobe Creative Cloud, and Adobe Creative Suite include only the integration code. Customer must license each of the additional products separately.

    (2) A separate license for AEM Assets is required for each AEM Deployment of AEM Assets. Additional Instances may be licensed separately and added to an AEM Deployment of AEM Assets to increase the capacity of that AEM Deployment.

    (3) AEM Assets does not include licenses for AEM Users, which must be licensed separately and identified in the applicable Sales Order.

    (4) In addition to the Instances included in the base package described above, additional Author, Publish, or Generic Instances may be recommended based on Customer's specific use.

2.2   **AEM Assets Add-ons**

(A) **Additional Instances**

    (1) **License Metric.** Additional Instances are licensed per Instance.

    (2) **Description.** Additional Instances are added to an AEM Deployment of AEM Assets to increase the capacity of that AEM Deployment and can be designated either as an Author or Publish instance.

    (3) **Product Limitations and Use Restrictions.** Additional Instances may only be added to an AEM Deployment where the AEM Assets base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Assets.

(B) **Additional Generic Production Instance**

    (1) **License Metric.** AEM Assets Generic Production Instances are licensed per Instance.

    (2) **Description.** AEM Assets Generic Production Instances are available either as an extra-large or large Instance for use in the Production Phase. Additional Instances may only be added to an AEM Deployment where the AEM Assets base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Assets. Additional Generic Production Instances have the same Service Availability as the associated AEM Deployment base package.

(C) **Additional Generic Non-production Instance**

    (1) **License Metric.** AEM Assets Generic Non-production Instances are licensed per Instance.

    (2) **Description.** AEM Assets Generic Non-production Instances are available either as a large or medium Instance for use in the Non-production Phase (development, staging, or transition phases). Additional Instances may only be added to an AEM Deployment where the AEM Assets base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Assets. Additional Generic Non-production Instances have Service Availability of 99.5% regardless of the Service Availability of the associated AEM Deployment base package.

(D) **AEM Users**

    (1) **License Metric**. AEM Users are licensed on a named user basis, meaning that a User license is granted to a single User who is authorized to access or use the AEM Sites or AEM Assets products licensed herein.

(2) **Product Limitations and Use Restrictions.** AEM User license(s) 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.

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3. **Adobe Experience Manager Apps ("AEM Apps") – Product Description**

3.1 **Adobe PhoneGap Enterprise.** Adobe PhoneGap Enterprise enables businesses to deliver app experiences to their customer through enabling collaboration between Customer's developers and marketers. Mobile apps can be built across platforms using Adobe PhoneGap technology and plugins so that developer can reach the broadest customer audience. Marketers can then quickly make changes to the mobile app experience to continuously drive user engagement.

(A) **License Metric.** Adobe PhoneGap Enterprise is licensed per each base package. The Adobe PhoneGap Enterprise base package has a Service Availability of 99.5% and Includes 1 Author Instance, 1 Publish Instance, and 1 Dispatcher Instance.

(B) **Product Description.** Adobe PhoneGap Enterprise includes the following capabilities AEM Apps Console, WYSIWYG editing tool, mobile application and components reference sample, Adobe Marketing Cloud integration, Mobile ContentSync and ContentSync console, Adobe PhoneGap Build integration, Adobe PhoneGap CLI (local install), and Adobe PhoneGap plugins. Use of these capabilities is licensed to Customer for use on the Author and Publish Instances included with Adobe PhoneGap Enterprise.

(C) **Product Limitations and Use Restrictions**

(1) Adobe PhoneGap Enterprise does not include licenses for use on any Mobile Apps; use for each Mobile App must be licensed separately and identified in the applicable Sales Order.

(2) Adobe PhoneGap Enterprise integrations with Adobe Marketing Cloud include only the integration code; Customer must license each of the additional products separately.

(3) In addition to the Instances included in the base package described above, additional Author, Publish, or Generic Instances may be recommended based on Customer's specific use.

3.2 **AEM Apps Add-ons**

(A) **Additional Instances**

(1) **License Metric.** Additional Instances are licensed per Instance.

(2) **Description.** Additional Instances are added to the Adobe PhoneGap Enterprise base package to increase the capacity of the deployment and can be designated either as an Author or Publish instance.

(3) **Product Limitations and Use Restrictions.** Additional Instances may only be added to a deployment where the Adobe PhoneGap base package has been licensed and installed and may not be used independently to perform any features or functions of Adobe PhoneGap Enterprise.

(B) **Mobile App Licenses**

(1) **License Metric**. Mobile Apps are licensed per Mobile App.

(2) **Product Limitations and Use Restrictions.** A Mobile App license(s) may only be used on one Mobile App and the license may not be transferred to a different Mobile App while the prior Mobile App remains active. If a Mobile App is reaches its end of life, is no longer receiving updates, has been completely decommissioned, and Customer has no plans to reactive the Mobile App in the future then Customer may transfer the Mobile App license to a new Mobile App.

Service Level Agreement

4. **Service Level Agreement.** Adobe's objective is to make commercially reasonable efforts to meet the Service Availability Objective. Adobe may perform maintenance on some or all of the Managed Services in order to upgrade hardware or software that operates or supports the Managed Services, implement security measures, or address any other issues it deems appropriate for the continued operation of the Managed Services.

    4.1   **Remedy for Failure to Achieve Service Availability Objective.**

    (A)   At Customer's request, Adobe will calculate Customer's Service Availability during a given calendar month. In the event that the Service Availability Objective was not met in a given calendar month, then for each day in such month that the duration of the Managed Services unavailability exceeds one continuous hour, Customer is entitled to receive a one-day Managed Services credit, subject to this Agreement.

    (B)   For purposes of calculating the Service Availability Objective, Adobe will only consider the Managed Services unavailable if Customer opened a trouble ticket relating to the Managed Services unavailability with the Adobe customer support department within three business days of the Managed Services unavailability.

    (C)   To obtain a credit for Adobe's failure to meet the Service Availability Objective, Customer must request such credit in writing no later than the calendar month following the month of the Managed Services unavailability giving rise to Customer's credit request. In the event of a conflict between the data in Customer's records and Adobe's records, the data in Adobe's records will prevail.

    (D)   Any Managed Services credit due hereunder will be applied to Customer's account at the conclusion of the then current License Term.

    (E)   The Managed Services credit offered in this section regarding remedies for failure to achieve the Service Availability Objective will be Customer's sole and exclusive remedy for any failure of the Managed Services or any failure of Adobe to meet the Service Availability Objective. Any unused Managed Services credits will expire upon termination of this Agreement.

5. **Support Services**

    5.1   **Technical Support Contacts.** Adobe will provide Customer technical support to a maximum of 3 named Customer technical support contacts ("**Customer's Technical Support Contacts**") only.

    5.2   **Customer Success Manager.** During the Development Phase, Staging Phase, and Transition Phase, Adobe will make available a resource that may answer questions from Customer's Technical Support Contacts ("**Customer Success Manager**"). Such Customer Success Manager will be available from 9am – 5pm Pacific Standard Time and Adobe provides no specific response times in association with such Customer Success Manager. All priority issues should be submitted pursuant to the Adobe Response Services described below.

    5.3   **Adobe Response Services.** Adobe will provide prioritized, toll-free support services for the Managed Services, to be accessed by Customer's Technical Support Contacts 24 hours a day, 7 days a week, 365 days a year (each such request a "**Managed Services Request**") according to the Response Times described below.

    (A)   **Response Times.** The Customer must identify the priority level – accurate prioritization of the technical issue is critical to Adobe resolution of issue. The following guidelines should be used by Customer to identify the appropriate priority level.

    (1)   <u>Priority 1: CRITICAL – 1 hour.</u> The problem results in extremely serious interruptions to a production system.

    (a)   Priority identification:

    (i)   During Production Phase, the problem results in extremely serious interruptions to the Managed Services or during Staging Phase, serious interruptions in connection with user acceptance testing or training (collectively, "**Priority 1 Phase**"). Tasks that should be executed immediately cannot be executed because of a complete crash of the Managed Services or interruptions in main functions of the Managed Services in the Priority 1 Phase.

    (ii)   Data integrity is compromised and the service request requires immediate processing as the issue can result in financial losses.

(iii) Problem has affected, or could affect, the entire user community.

 (b) Customer Action: The Customer must call Adobe Customer Support for all critical Priority 1 issues and Customer's Technical Support Contact must be available to work with the Adobe Technical Support team while Adobe resolves Customer's issue.

 (c) Adobe Response Time: 1 hour.

(2) **Priority 2: URGENT - 2 hours.** The problem results in serious interruptions to normal operations, will negatively impact the Managed Services installation, urgent deadlines or at risk.

 (a) Priority identification:

  (i) Processing can still continue in a restricted manner but data integrity may be at risk and the service request requires timely processing because the malfunction could cause serious interruptions to critical processes or negatively impact business.

  (ii) During Staging Phase, the problem hinders deployment of an enterprise installation.

 (b) Customer Action: Customer's Technical Support Contact must be available to work with the Adobe Technical Support team while Adobe resolves Customer's issue.

 (c) Adobe Response Time: 2 hours.

(3) **Priority 3: IMPORTANT – 4 hours.** The problem causes interruptions in normal operations.

 (a) Priority identification:

  (i) During either the Production Phase or the Staging Phase, the problem does not prevent operation of the Managed Services in either the Production Phase or the Staging Phase but there could be minor degradation in performance.

  (ii) During the Production Phase, the error is attributed to malfunctioning or incorrect behavior of the Managed Services.

 (b) Customer Action: Customer's Technical Support Contact must be available to work with the Adobe Technical Support team while Adobe resolves Customer's issue.

 (c) Adobe Response Time: 4 hours.

(4) **Priority 4: MINOR – 1 business day.** The problem results in minimal or no interruptions to normal operations (no business impact).

 (a) Priority identification: The issue consists of "how to" questions including issues related to APIs and integration, installation and configuration inquiries, enhancement requests, or documentation questions.

 (b) Adobe Response Time: 1 business day.

(B) **Response Procedure**

(1) **Adobe acknowledgement of Managed Services Request**. Adobe will undertake reasonable efforts to acknowledge receipt of a Managed Services Request from Customer's Technical Support Contact within the Response Time. The acknowledgment will generally be via the same medium of communication by which the Managed Services Request was reported and will provide a short status report to Customer within a reasonable time; and

(2) **Adobe Resolution.** Adobe will provide resolutions as required to correct Managed Services malfunctions in order to bring the Adobe provided portion of the Managed Services into substantial conformity with applicable documentation.

 (a) If Managed Services 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.

 (b) Adobe will use reasonable efforts to diagnose the problem and 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

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substantial conformity with applicable documentation, Adobe will use commercially reasonable efforts to provide a remedy to the Customer, which may include eliminating the defect, providing updates, or demonstrating how to avoid the effects of the defect with reasonable commercial effort. The remedy may also include error corrections, patches, bug fixes, workarounds (i.e. temporary solutions) used to complete a task that would not otherwise be possible due to a problem or limitation in the Managed Services, replacement deliveries or any other type of software or documentation corrections or modifications. Each party acknowledges that despite a party's reasonable efforts, not all problems may be solvable.

(c)   In addition, Adobe may, at its sole discretion and from time to time, implement fix releases.

(3) **Processing Time.** The processing time for Adobe starts from the date and time when Adobe acknowledges receipt of a Managed Services Request. If the Managed Services Request cannot be solved within a commercially reasonable timeframe, the Managed Services Request may be escalated within the Adobe organization.

5.4   **Online Support.** Customer will have unlimited secure access to Adobe's on-line support facility on Adobe's web site at www.adobe.com.

5.5   **eSupport.** Customer will have access to Adobe's eSupport services via remote computer access. Should Customer choose to access such services, Customer hereby grants permission to Adobe to remotely access the Managed Services from an external computer controlled by Adobe, including any and all of Customer's systems on which the Managed Services depends, for the sole purpose of providing Support Managed Services to Customer.

5.6   **Right to Modify Adobe Response Services.** Adobe reserves the right to alter the Adobe Response Services, from time to time, using reasonable discretion but in no event may such alterations result in: (i) diminished support from the level of support set forth herein; (ii) materially diminished obligations for Adobe; or (iii) materially diminished rights of Customer. Adobe will provide Customer with sixty (60) days prior written notice of any material changes to the Adobe Response Services contemplated herein.

5.7   **Customer Success Engineer.** Adobe will make available a resource that may answer questions from those support contacts from Customer's Technical Support Contacts ("**Customer Success Engineer**"). Such Customer Success Engineer will be available from 9am – 5pm Pacific Standard Time and Adobe provides no service level or availability level in association with such Customer Success Engineer.

6.   **Software Updates and Upgrades**

6.1   **Standard 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. Such 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 Service Availability Objective (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), 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 Staging Phase at a mutually agreed upon time described in section 6.1(C) (Upgrade Timing) below. Once Adobe performs such installation, Customer (or its Development Partner) 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 6.1(C) (Upgrade Timing) below. In the event of the failure of the upgrade, Adobe will take corrective action if the issue is due to issues with Adobe's software. If the issue is with Customizations, Adobe will take reasonable steps to support Customer (or its Development Partner) in Customer's efforts to make adjustment to the code underlying the 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 6.1(D) (Upgrade Deferrals) below.

(C) **Upgrade Timing.** Emergency Upgrades will be implemented by Adobe as needed. 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 the Customer to determine a mutually agreed upon time to provide a Staging Phase system for the 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 the Customer notifies Adobe that the tests on the Staging Phase system have passed, Adobe will work with the 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). In the event that Customer elects to defer or decline an upgrade that is required to maintain the Managed Services within at least one major upgrade of the then-current, generally commercially available version of the Adobe Connect Hosted Managed Services (each a "**Support Upgrade**") for any reason (including but not limited to, unwillingness to accept the Support Upgrade or unwillingness to make 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 Fifty Percent (50%) increase to any fees incurred after the effective date of Customer's deferral or declining of the Support Upgrade. 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.

6.2 **Emergency Upgrades.** Notwithstanding anything to the contrary herein, Customer must accept all Emergency Upgrades.

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7. **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 or its Development Partner 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 and/or its Development Partner will immediately update the Runbook upon any Adobe request.

7.1 **Runbook table:**

Runbook Subject Matter	Description
System Configuration	The Guidelines prohibits Customer and/or the Development Partner from applying patches to the Managed Services. If Customer and/or the Development Partner apply any patches to the Managed Services, however, Customer will describe such patches.
	Adobe will provide to Customer and/or the Development Partner information regarding the Managed Services, and Customer and/or Development Partner will verify and state whether this information is correct and utilized.
Customizations	A list of all customizations Customer or Development Partner made to the Managed Services.
	A list of all software installed by Customer or Development Partner in connection with the Managed Services. A description of the functionality of and bugs included in such software.
	A list of all Adobe LiveCycle ReaderExtensions credentials or PKI certificates applied to

Runbook Subject Matter	Description
	the Managed Services by Customer or Development Partner.
	Whether Customer would like Adobe to follow a backup schedule for Customer's implementation of the Managed Services that is different from the backup schedule that Adobe generally follows.
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 service.
User Acceptance Testing Documentation	Describe the load testing scenarios conducted by Customer or Development Partner.
	Describe the User Acceptance Testing scenarios conducted by the Customer or Development Partner.
	Describe the positive and negative outcomes of such testing.
Post Production CAB	Describe the changes to the Managed Services in the Production Phase made by Adobe and approved by the CAB as a result of change requests made by Customer and/or Development Partner.
Events and Responses	List all known weaknesses in the 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 or Development Partner; • all information source or recipient repositories; • all data bases and other info 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 their long-term administration; 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 the Development Partner relationship.
	Specify the Development Partner contact who Adobe can contact in a support emergency.
	Specify the Development Partner contact for management escalation.
	Specify the Development Partner contact with whom Adobe will work to test upgrades

Runbook Subject Matter	Description
	to the Managed Services.
	Describe this Agreement between Customer and Development Partner. Include details on Development Partner's response time requirements and other special instructions from Customer regarding such response times.

Additional Managed Services Terms

8. **License for Development Software.** Subject to, and so long as Customer complies with, the terms of this Agreement, and provided that Customer is receiving a valid license to the Managed Services hereunder, Adobe grants to Customer a limited license, during the License Term, to install and use a reasonable number of copies of the on-premise software versions of the licensed Managed Services for development purposes ("**AEM Managed Services Development Software**"). In addition, Customer's AEM Users are granted access to the AEM Managed Services Development Software. Customer use of the AEM Managed Services Development Software is subject to and limited by the following restrictions:

    8.1 Customer may use the licensed AEM Managed Services Development Software in Customer's development environment only, strictly for testing and quality assurance purposes and not for production purposes.

    8.2 The AEM Users granted licenses in this section will only have rights to access the AEM Managed Services Development Software for the purposes described herein.

    8.3 Adobe grants this license solely in connection with Customer's own internal business operations, and nothing in this section grants any express or implied license to use, distribute, modify, copy, link, or translate the AEM Managed Services Development Software other than in connection with the Customer's use in a development environment.

9. **Use of AEM Development Partners.** Development Partners for AEM Sites or AEM Assets, whether appointed by the Customer, as permitted in the Exhibit for Managed Services, or otherwise assigned to the project must have a minimum of one individual with a CQ Advanced Developer Certification on the development team and this individual must be significantly engaged and involved in the development project.

10. **Storage**

    10.1 Adobe stores all long term Customer Content, Sensitive Personal Information, and related operational data on mechanisms external to the virtual machines supporting the Customer system.

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

11. **Backup**

    11.1 Adobe backs-up all long term Customer Content, Sensitive Personal Data, and related operational data such that Adobe can make a rapid recovery of the Services in the event of a loss of the primary data within a system.

    11.2 Adobe encrypts all backups at the same standard or better as set forth above for long term storage. All backed-up material 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.

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

    11.4 Adobe will retain all backups for a period specified in the 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.

12. **Customer Content Transition or Deletion.** Notwithstanding anything set forth to the contrary herein, upon Customer's request, Adobe will use commercially reasonable efforts to assist Customer in transitioning all Customer Content and personal information off of the Managed Services. Such transition must:

12.1   be completed before the effective date of termination of this Agreement; and

12.2   not exceed any Customer Content transition limits imposed by Adobe.

13. **Use of Embedded Static Typekit Package.** Customer is not authorized to use any static Typekit package embedded with the AEM Managed Services on the production versions of its webpages, Documents, or any other form of digital or print media. Use of Embedded Static Typekit Package components is allowed only for screens that are unambiguously part of or an extension of the user interface of AEM (such as full-page admin screens, web page editors, etc), but not embedded within a Customer's webpage or website. The static Typekit package contains proprietary fonts that are Adobe Technology and remain the exclusive property of Adobe. No right to use on non-Adobe websites, copy, or transfer these fonts are granted or authorized under this Agreement. Customer must properly license all fonts used by Customer through the standard Typekit offering or other properly licensed third parties.

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14. **Additional Definitions**

14.1   **"AEM Deployment"** means an independent Author Instance or an Active Cluster of Author Instances, with any number of connected Publish Instances.

14.2   **"AEM User**" means employee(s) or contractors (e.g. independent contractors and consultants) of Customer that are Authorized to have login access, either directly or programmatically such as through the use of an API, to the Managed Services for any purpose, including, but not limited to, administration or Authoring of the Instance(s), administration of Adobe hosted or online accounts, or maintenance of digital assets stored within the Managed Services.

14.3   **"Author Instance"** means the environment where AEM Users can enter and manage the content of Customer's website.

14.4   **"Customer Error Incident"** means any Managed Services unavailability resulting from Customer's applications, Customer Content, or Customer's equipment, or the acts or omissions of any user of the Managed Services or any agent hired by Customer to implement or maintain the Managed Services including the Development Partner.

14.5   "**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.

14.6   **"Dispatcher Instance"** means the environment for the AEM 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 accessing the website's layout engine as infrequently as possible. In a load-balancing role, the Dispatcher Instance distributes load across different clustered AEM Instances.

14.7   "**Instance**" means one copy of the AEM Managed Services running on one Computer. Each Instance can be designated as either 'Author' or 'Publish', but each will be counted separately as one Instance.

14.8   **"Mobile App"** means application software designed to run on a mobile device, such as a smartphone or tablet computer.

14.9   **"Planned Scheduled Maintenance"** means any maintenance performed on the Managed Services during Adobe's standard maintenance windows, currently (as of the Effective Date) occurring between 8:00pm Pacific Time and 12:00am (midnight) Pacific Time each Friday or at such other time as identified in the applicable Runbook.

14.10   **"Publish Instance"** means the environment that makes content available to Customer's intended audience.

14.11   **"Runbook"** means a document written by Customer, the Development Partner, or both, based on a template provided to Customer by Adobe. The Runbook provides Adobe with a list of the Customer Customizations and configurations Customer, the Development Partner, or both made to the Managed Services. If applicable, such list is intended to assist Adobe in running and supporting the Managed Services in the Production Phase.

14.12   **"Service Availability"** means the percentage obtained by dividing the number of minutes the Managed Services in the Production Phase is capable of receiving, processing, and responding to requests, during the applicable month by the number of total minutes in the applicable month, excluding in all cases Planned Scheduled Maintenance, Customer Error Incidents, and any event described in the Force Majeure section of the General Terms.

14.13 **"Service Availability Objective"** means the Service Availability identified in Sales Order for each Managed Service licensed or as further identified in the product descriptions in this PDM.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL   **CITY AND COUNTY OF DENVER**

ATTEST:

By_____

_____

APPROVED AS TO FORM: REGISTERED AND COUNTERSIGNED:

By_____

By_____

By_____

Contract Control Number: TECHS-201417941-00

Contractor Name: ADOBE SYSTEMS INCORPORATED

By: _Eric Piziali_____

Name: _____ **Eric Piziali**
        (please print)   **Director, Worldwide Order Management**

Title: _____
        (please print)

ATTEST: [if required]

By: _____

Name: _____
        (please print)

Title: _____
        (please print)