



These General Terms (collectively with any exhibits and attachments) are entered into by and between Adobe and Customer as set forth in the Sales Order that expressly incorporates these General Terms. These terms will apply to the procurement of Products and Services as set forth in the applicable Sales Order(s).

1. General Definitions

- 1.1. **Adobe:** means the entity or entities identified in the signature block(s) of the Sales Order as "Adobe".
- 1.2. **Adobe Technology:** means Adobe's technology, including software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, toolkits, plug-ins (i.e. software components that add specific functionality to a larger software application), objects and documentation (both printed and electronic), network designs, processes, know-how, methodologies, trade secrets and any related intellectual property rights throughout the world (whether owned by Adobe, a subsidiary or affiliate of Adobe, or licensed to Adobe by a third party) and also including any derivatives, modifications, improvements, enhancements or extensions thereto, regardless of when developed. Adobe Technology includes third party licensed materials incorporated into or provided with Adobe Technology.
- 1.3. **Affiliates:** means any corporation, company, or other entity in which more than fifty percent (50%) of the voting shares or outstanding capital stock are owned or controlled, directly or indirectly, by a Party.
- 1.4. **Agreement:** means the applicable Sales Order and any terms incorporated therein by reference including these General Terms (collectively with any exhibits and attachments), and the applicable Product Description and Metrics.
- 1.5. **Confidential Information:** means any information that is clearly identified in writing as confidential at the time of disclosure, and any written or oral information that, based on the substance and circumstances under which it was disclosed, a reasonable person would believe to be confidential. Such Confidential Information includes, but is not limited to, terms of this Agreement, product proposals, technological processes, product forecasts, trade secrets, pre-publication patent applications, product designs, license keys, pricing information and rate cards, software and system designs, functionalities, know-how, technology specifications, source code, object code, graphic designs, report templates, and proprietary financial, personnel, and sales information. Confidential Information also includes all copies, summaries, and extracts of any Confidential Information. The restrictions on the receiving Party's use and disclosure of disclosing Party's Confidential Information shall not apply to any Confidential Information which the receiving Party can demonstrate: (a) is or becomes a part of the public domain without breach of this Agreement by the receiving Party; (b) was rightfully in the receiving Party's possession free of restriction prior to the disclosure by the Disclosing Party and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (c) is rightfully disclosed to the receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.
- 1.6. **Customer:** means the entity or entities identified in the signature block of the Sales Order as "Customer".
- 1.7. **Documentation:** For OnPremise Software, Documentation means the technical user manual describing the features and functionalities of the applicable OnPremise Software, as provided by Adobe and generally available in PDF format in such software or via adobe.com. If such OnPremise Software does not have a technical user manual, Documentation shall mean the description of the software contained in the Product Descriptions and Metrics applicable to such software. For OnDemand Services, Documentation shall mean the description of the service contained in the Product Descriptions and Metrics applicable to such service. Documentation does not include any forums or content contributed by any third party.
- 1.8. **Effective Date:** means the effective date stated in the applicable Sales Order.
- 1.9. **Fees:** means the fees for the Products and Services set forth in the applicable Sales Order.
- 1.10. **Indemnified Technology:** means OnDemand Services (including Distributed Code) and/or OnPremise Software, as applicable, set forth in a Sales Order and paid for by Customer, but excluding sample code, SDKs, open source, trial or evaluation software, pre-release software, not-for-resale software, and software provided free of charge.



- 1.11. **License Metric:** means each of the per-unit metrics specified by Adobe in connection with the licensed quantities identified in the Sales Order to describe the scope of Customer's right to use the Products and Services.
 - 1.12. **License Term:** means the duration of the license granted for particular OnDemand Services or OnPremise Software as set forth in the applicable Sales Order(s), unless earlier terminated pursuant to this Agreement.
 - 1.13. **OnDemand Services:** means the enterprise solution(s) hosted by or on behalf of Adobe as such solution is set forth within the OnDemand Service section of the applicable Sales Order(s) and related Adobe Technology, as may be further described in the PDM.
 - 1.14. **OnPremise Software:** means the distributed software as set forth within the OnPremise Software section of the applicable Sales Order and related Adobe Technology, as may be further described in the PDM.
 - 1.15. **Party:** means Adobe or Customer as applicable.
 - 1.16. **Products and Services:** means the OnPremise Software, OnDemand Services and Professional Services as set out in the applicable Sales Order.
 - 1.17. **Product Description and Metrics (or PDM):** means the description and related use rights of the applicable products listed in the Sales Order.
 - 1.18. **Professional Services:** means any consulting, training, implementation, and technical services provided to Customer, as set forth in the applicable Sales Order.
 - 1.19. **Sales Order:** means the sales order form(s), statement(s) of work, or other ordering document(s) executed by the Parties which describe the Fees to be paid by Customer or its Affiliates, for the Products and Services to be delivered.
- 2. Payment and Fees**
- 2.1. **Payments.** Customer will pay all Fees described in the Sales Order, in accordance with the payment terms found therein ("Fees").
 - 2.2. **Failure to Pay.** If Customer fails to pay the amount due under a Sales Order or related invoice within thirty (30) days of notice by Adobe of Customer's failure to pay, Adobe reserves the right to terminate or suspend in whole or in part, immediately at Adobe's discretion as applicable, any license and/or access to Products and Services for which payment has not been received.
 - 2.3. **Disputes.** If Customer believes in good faith that Adobe incorrectly billed Customer, Customer must contact Adobe in writing, within thirty (30) days of the applicable invoice, specifying the calculation error and the amount of the adjustment or credit requested. Unless Customer has notified Adobe of such dispute, Customer will reimburse Adobe for all reasonable costs and expenses incurred in collecting such overdue amounts.
- 3. Delivery.** OnPremise Software will be deemed to be delivered and accepted on the date the software is made available for electronic download, or if applicable, on the date that tangible media (e.g. CD or DVD) is shipped FOB origin. OnDemand Services will be deemed to be delivered and accepted on the start date set forth in the Sales Order.
- 4. Taxes.** Prices in the Sales Order may not include applicable taxes, which may be invoiced by Adobe. Customer must provide a tax exemption claim to Adobe before an invoice is issued. If Customer is required to withhold income taxes from its payment to Adobe, Customer agrees to send to Adobe an official tax receipt within sixty days.
- 5. Confidentiality.**
- 5.1. **No Use or Disclosure.** The Parties agree to use commercially reasonable care (but in no case less care than it uses to protect its own Confidential Information) to prevent the disclosure of the disclosing Party's Confidential Information to any third party, and will only use the disclosing Party's Confidential Information to fulfill its specific obligations set forth herein. Notwithstanding the foregoing, Customer may disclose Adobe's Confidential Information to an authorized user as necessary to support Customer's internal business operations and Adobe may disclose Customer's Confidential Information to its third party suppliers solely to the extent necessary to perform Adobe's obligations under this Agreement; provided that in either case, the

disclosing Party is required to have a non-disclosure agreement in place with third parties that protects Confidential Information against disclosure in a manner no less protective than this Agreement. Adobe may maintain archived copies of any audit results.

- 5.2. **Required Disclosure.** This Confidentiality section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or pursuant to a valid order of a court or other governmental authority ("Disclosure Order"); provided, however, that a Party in receipt of a Disclosure Order (the "Responding Party") shall first give sufficient and prompt written notice of the receipt of any Disclosure Order to the Party who originally provided and owns the Confidential information; and shall have made a reasonable effort to minimize such disclosure, including, in relevant cases, obtaining a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the Responding Party, nothing in this Confidentiality section shall limit or restrict the ability of the disclosing Party to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information.

6. Term and Termination.

- 6.1. **Term.** The provisions of this Agreement apply to each Product and Service beginning upon the Effective Date of the applicable Sales Order and continuing through the expiration of the applicable service or License Term stated on such Sales Order unless otherwise terminated as provided pursuant to this Agreement.
- 6.2. **Termination for Cause.** If either Party materially breaches this Agreement, the non-breaching Party may provide written notice to the breaching Party indicating (a) the nature and basis of such breach, with reference to the applicable provisions of this Agreement; and (b) the non-breaching Party's intention to terminate all or a portion of the applicable Sales Order(s) related to the breach in accordance with this section. If such breach is not cured within thirty (30) days of the receipt of such written notice, the non-breaching Party can exercise its right to terminate immediately. Either Party may terminate the entire Agreement immediately upon written notice to the breaching Party if the other Party is in breach of the confidentiality provisions of this Agreement. Adobe may terminate the entire Agreement immediately upon written notice to Customer if Customer is in breach of Section 7.2 (No Modifications, No Reverse Engineering) or uses Software and Services beyond the scope of the license stated herein.
- 6.3. **Termination for Insolvency.** In the event Adobe receives notice that Customer is insolvent or fails to pay its obligations as they arise or upon any proceeding being commenced by or against Customer under any law providing relief to Customer, Adobe may terminate this Agreement immediately upon notice to Customer.
- 6.4. **Survival.** All provisions of this Agreement which by their nature must survive termination in order to achieve the fundamental purposes of this Agreement shall survive any termination or expiration of this Agreement.

7. Intellectual Property

- 7.1. **Ownership.** Customer acknowledges and agrees that Adobe and its third party suppliers, as applicable, retain all right, title and interest in and to the Adobe Technology and all intellectual property rights embodied in or with respect to the Adobe Technology. Adobe reserves all rights not expressly granted to Customer herein, and Customer shall not limit Adobe, its Affiliates or its or their customers in any way from developing, using, licensing, distributing, modifying, or otherwise freely exploiting the Adobe Technology.
- 7.2. **No Modifications, No Reverse Engineering.** Customer shall not modify, port, create derivative works of, adapt, or translate the Products and Services delivered in object code. Customer shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Products and Services delivered in object code. Notwithstanding the foregoing, decompiling the Products and Services delivered in object code is permitted solely to the extent the law governing this Agreement gives Customer the right to do so to obtain information necessary to render such technologies interoperable with other software.

8. Indemnification

- 8.1. **Adobe's Duty to Indemnify.** Adobe shall defend any third party claim against Customer during the applicable License Term to the extent such claim alleges that the Indemnified Technology directly infringes any patent, copyright, or trademark, or misappropriates a trade secret of a third party ("Claim"). Adobe shall pay the

Customer the damages, costs, and expenses (including reasonable legal fees) finally awarded by a court of competent jurisdiction against Customer, or agreed to in a written settlement agreement signed by Adobe, directly attributable to a Claim. Notwithstanding the foregoing, Adobe shall have no defense or indemnification obligation or other liability for any Claim arising from: (a) use of the Indemnified Technology in a manner contrary to the terms of this Agreement; (b) modification of the Indemnified Technology by anyone other than Adobe or a party authorized in writing by Adobe to modify the Indemnified Technology; (c) the combination of the Indemnified Technology with any other products, services, hardware, software or other materials if such Indemnified Technology would not be infringing without such combination; (d) any third party products, services, hardware, software or other materials; or (e) failure by Customer to install the latest updated version of the Indemnified Technology as requested by Adobe to avoid infringement. If Customer's use of the Indemnified Technology under the terms of this Agreement is enjoined or Adobe determines that such use may be enjoined, then Adobe may, at its sole option and expense, either (f) procure for Customer a license to continue using the Indemnified Technology in accordance with the terms of this Agreement; (g) replace or modify the allegedly infringing Indemnified Technology to avoid the infringement; (h) terminate the licenses and access to the corresponding Indemnified Technology, and refund (i) in the case of OnDemand Services, any prepaid unused fees as of the date of termination or (ii) in the case of OnPremise Software, an amount equal to the pro-rata value of the OnPremise Software, calculated by depreciating the license fee paid by Customer, whether directly to Adobe, or to a third-party, for such OnPremise Software on a straight-line basis using a useful life of thirty-six (36) months from the date of initial delivery of the OnPremise Software to Customer, provided that Customer purges all copies of the OnPremise Software and related materials from all computer systems on which it was stored and returns to Adobe all physical copies of the OnPremise Software and related materials.

- 8.2. **Conditions of Indemnification.** The indemnification obligations set forth in this Agreement shall apply only if (a) the indemnified Party notifies the indemnifying Party in writing of a claim promptly upon learning of or receiving the same; (b) the indemnified Party provides the indemnifying Party with reasonable assistance requested by the indemnifying Party, at the indemnifying Party's expense, for the defense and settlement, if applicable, of any claim; (c) the indemnified Party provides the indemnifying Party with the exclusive right to control and the authority to settle any claim, provided, however, that the indemnified Party shall have the right to participate in the matter at its own expense; and (d) the indemnified Party does not admit fault or liability of indemnifying Party or of itself.
- 8.3. **Sole and Exclusive Remedies.** The indemnification rights and obligations in this Agreement are the indemnifying Party's sole and exclusive obligations, and the indemnified Party's sole and exclusive remedies, with respect to the subject matter giving rise to any indemnified claims.

9. Limitations of Liability

- 9.1. **Limitation of Damages.** EXCEPT IN CONNECTION WITH A BREACH OF CONFIDENTIALITY, OR USE OF ADOBE TECHNOLOGY BEYOND THE SCOPE OF ANY LICENSE GRANTED HEREIN: (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: ANY INDIRECT, MORAL, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES; ANY LOSS OF USE, DATA, OR PROFITS; OR ANY INTERRUPTION OF BUSINESS — ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND (b) THE AGGREGATE LIABILITY OF EITHER PARTY WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE PRODUCTS AND SERVICES THAT GAVE RISE TO THE LIABILITY WITHIN THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OR SOURCE OF ACTION, AND REGARDLESS OF ANY OBLIGATION STATED UNDER THIS AGREEMENT. THE LIMITATION ON DAMAGES AS SET FORTH IN THE PRIOR SENTENCE SHALL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL BREACH OR A BREACH OF THE FUNDAMENTAL TERMS OF THIS AGREEMENT.
- 9.2. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL PRODUCTS AND SERVICES ARE PROVIDED AS-IS. ADOBE, ITS AFFILIATES, AND ITS THIRD PARTY DATA, SERVICE, AND SOFTWARE PROVIDERS HEREBY DISCLAIM AND MAKE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, GUARANTEES,



OR WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY OF SERVICE OR RESULTS, AVAILABILITY, SATISFACTORY QUALITY, LACK OF VIRUSES, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES OF ITS THIRD PARTY PROVIDERS. CUSTOMER ACKNOWLEDGES THAT NEITHER ADOBE NOR ITS THIRD PARTY PROVIDERS CONTROLS CUSTOMER EQUIPMENT OR THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS, CANCELLATIONS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES, INCLUDING SEARCH ENGINES AND SOCIAL MEDIA CHANNELS. 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 SUCH PROBLEMS.

10. General Provisions

- 10.1. **Proprietary Notices.** Any permitted copy of the Products and Services (or related materials) made by Customer must contain the same copyright and other proprietary notices that appear on or in such Products and Services.
- 10.2. **Assignment.** The Parties agree that Adobe is hereby entitled to assign and/or transfer all or part of its rights and obligations under this Agreement to any third party or Affiliate. Customer may assign this Agreement in its entirety to the surviving entity pursuant to a merger or acquisition of Customer upon advance written notice to Adobe if such assignment does not expand the scope of the license(s) granted. Except as provided in the preceding sentence, 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. Any extension of credit or installment payments to the assignee will be subject to Adobe's determination of assignee's creditworthiness. Subject to the above restrictions on assignment, this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties. Any attempted assignment in derogation of this section will be null and void.
- 10.3. **Governing Law, Venue.** This Agreement will be governed by and construed in accordance with the laws of the state of California, without regard to or application of conflicts of law rules or principles of any jurisdiction of the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. In the event that a dispute arises with respect to the terms of this Agreement, the Parties agree that the exclusive and sole venue for resolution shall be a court of competent jurisdiction within the County of Santa Clara, state of California, and the Parties agree to submit to the jurisdiction of the same.
- 10.4. **Force Majeure.** Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement (except for any payment obligations) if such default or delay results from causes beyond its reasonable control, including but not limited to acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, orders, or restrictions acts of third party suppliers, denial of service attacks or other malicious conduct, utility failures, or power outages.
- 10.5. **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) shall be deemed to cause immediate irreparable harm that would be difficult to calculate and could not be remedied by the payment of damages alone. Accordingly, either Party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.
- 10.6. **Notice.** The Parties shall give notices under this Agreement specific to the other Party by electronic mail to the other Party's email address with the delivery receipt kept on file. Customer may give such notice to Adobe to the following email address: ContractNotifications@adobe.com and Adobe to the Customer's email address stated on the Sales Order or as otherwise notified by the Customer.
- 10.7. **Customer Responsibility.** Customer shall be responsible for all acts and omissions, including financial obligations, of Affiliates, agents, contractors or third parties who use or access the Products and Services.
- 10.8. **Independent Contractors.** The Parties expressly agree that they are independent contractors and do not intend for this Agreement to be interpreted as an employment, agency, joint venture, or partnership relationship. Neither Party has the authority to bind the other or incur any obligation on behalf of the other.



- 10.9. **Third Party Beneficiaries.** Customer acknowledges and agrees that Adobe's licensors (and/or Adobe if Customer obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.
- 10.10. **Purchase Order.** Any terms or conditions in Customer's purchase order are void and have no legal effect.
- 10.11. **Waiver; Modification.** Neither Party's waiver of the breach of any provision shall constitute 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.
- 10.12. **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all prior agreements and understandings, both written and oral, regarding such subject matter. In the event of any inconsistency between the provisions of the General Terms and an applicable Exhibit, the provisions of the Exhibit shall govern; in the event of any inconsistency between the provisions of any applicable PDM and the applicable Exhibit or General Terms, the provisions of the PDM shall govern; and in the event of any inconsistency between the provisions of a Sales Order and the applicable PDM, Exhibit or the General Terms, the provisions of the Sales Order shall govern for the purposes of that Sales Order.
- 10.13. **Counterpart.** This Agreement (or components thereof, including Sales Orders) may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement, and facsimile and electronic or digital signatures shall be of equal effect and validity as signatures on original copies.
- 10.14. **Severability.** If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall continue in full force and effect, and the Parties shall substitute a valid provision with the same intent and economic effect.
- 10.15. **Export Rules.** Customer acknowledges that the Products and Services are subject to the U.S. Export Administration Regulations and other export laws, restrictions, and regulations (collectively, the "Export Laws") and that Customer will comply with the Export Laws.
- 10.16. **U.S. Government Licensing.** For U.S. 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 such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.



1. OnDemand Definitions

- 1.1. **Customer Content:** means all audio, video, multimedia, data, text, images, documents, computer programs, and any other information or materials that (a) is created, generated or provided by Customer, Customer's users, or by visitors to the Customer Site(s), and supplied or made available by Customer to Adobe for delivery and/or indexing in connection with Adobe's provision of OnDemand Services; or (b) is uploaded by or on behalf of Customer in connection with Customer's use of the OnDemand Services.
- 1.2. **Customer Data:** means (a) any and all data and information collected from the Customer Site(s), or from Customer's search engine providers, via the Distributed Code; or (b) any and all data and information that the Customer chooses to import from Customer's internal data stores or other sources not supplied by Adobe into the OnDemand Services.
- 1.3. **Customer Site(s):** means (a) the current and future website(s) owned and operated by Customer, including any and all web and mobile pages of such website(s) that contain Customer's brand(s) or logo(s); and (b) any and all web and mobile pages and applications that may be hosted or operated by a third party on Customer's behalf or by Adobe on Customer's behalf and that contain Customer's brand or logo; provided that, in the case of either (a) or (b), Customer creates, maintains, controls, and is responsible for the relevant privacy policy and/or related disclosures displayed or linked from such sites.
- 1.4. **Customer Hardware:** means servers or other hardware that are owned and operated by or for Customer for the purpose of receiving the OnDemand Services.
- 1.5. **Distributed Code:** means HTML tags, JavaScript code, object code, plugins, or other code provided by Adobe to Customer to enable usage of the OnDemand Services.
- 1.6. **Reports** means all graphical or numerical displays of Customer Data generated by the OnDemand Services that contain Adobe's proprietary design, look, and feel.

2. License

- 2.1. **License Grant from Adobe.** Subject to the terms of this Agreement and payment of the Fees, Adobe grants to Customer, during the License Term, the nontransferable, nonexclusive, worldwide limited right to (a) permit Users to access the OnDemand Services through the applicable interface(s); (b) install, implement, and use the Distributed Code solely on the Customer Sites; (c) use and distribute Reports internally; and (d) install, implement and use the Distributed Code on Customer Hardware. This license grant is provided solely in connection with OnDemand Services and for 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 Distributed Code other than in connection with the Customer's use of the OnDemand Services.
- 2.2. **License Restrictions.** Customer agrees as a condition of the license not to (a) copy, use, reproduce, distribute, republish, download, display, post or transmit in any form or by any means the OnDemand Services, Distributed Code, or Reports, except as expressly stated herein; (b) sell, rent, lease, host, or sublicense the OnDemand Services, the Distributed Code, or the Reports; (c) make Customer's login IDs or passwords available to any third-party, unless expressly permitted herein; (d) use, modify, copy, link, translate, or reverse engineer the Distributed Code to enhance or enable usage of any third party product or service; (e) remove, obscure, or alter any proprietary notices associated with the OnDemand Services, Distributed Code, Reports; or (f) use the OnDemand Services, Distributed Code, or Reports; in violation of applicable laws (including but not limited to use on websites that contain unlawful material such as material that violates applicable obscenity, defamation, harassment, privacy, or intellectual property laws).
- 2.3. **License Grant from Customer.** Customer grants to Adobe and its Affiliates, during the License Term, the non-exclusive, worldwide, royalty-free, limited right to use, copy, transmit, index, store and/or display Customer Data and Customer Content solely to the extent necessary to provide the OnDemand Services and Reports to Customer and to enforce its rights set forth hereunder. Additionally, Customer grants to Adobe and its Affiliates the non-exclusive, perpetual, worldwide right to use, copy, transmit, index, model, aggregate (including combination with similar data of other customers of Adobe and its Affiliates), publish, display, resell, and/or distribute anonymous information derived from Customer Data, or portions thereof (which information may include but is not limited to web browser, screen resolution, and mobile device type),



provided that no such use(s) shall include any information that identifies Customer or its Customer Site visitors.

3. **Ownership.** Customer owns all right, title and interest in and to (a) all Customer Data; and (b) Customer Content, subject to Adobe's underlying intellectual property rights in, and to, the OnDemand Services, Adobe Technology, and Reports.
4. **Effect of Termination.** Upon termination or expiration of this Agreement (or any particular OnDemand License Term thereunder), (a) the associated rights and licenses granted to Customer (and Customer's license grant to Adobe) under this Agreement will immediately terminate; and (b) Customer will, at its expense, remove and delete all copies of the Distributed Code from the applicable Customer Sites and Customer Hardware, and remove all references and links to the OnDemand Services from the Customer Site(s). Any continued use of the Distributed Code and/or OnDemand Services after termination or expiration shall be deemed a breach of this Agreement and Customer will be liable for: (a) Fees for all OnDemand Services which remain active after such termination or expiration, which will be billed at the overusage rate set forth in the Sales Order for the applicable OnDemand Services, as determined by Adobe, and (b) any reasonable associated legal fees and collection expenses incurred by Adobe in recovering amounts due.
5. **Privacy**
 - 5.1. **Privacy Policy.** For Customer Site(s) on which Customer Data is collected or Customer Content is served, Customer hereby 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 and web beacons, where applicable) and use of information gathered in connection with third party services, such as the OnDemand Services (including the uses described in Customer's license grant to Adobe contained herein); (c) if Customer utilizes the OnDemand Services to serve Customer Content to individuals, offers such individuals an opportunity to opt out of (or opt-in if applicable law requires) such targeted content serving; and (d) if Customer collects, transmits, or licenses (or plans to collect, transmit or license) information from any source to Adobe, contains a statement specifically disclosing such practices (including transmission to a third party service provider) and offers individuals from whom data is collected an opportunity to opt out of (or opt-in, if applicable law requires) such use by third parties, such as Adobe. 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).
 - 5.2. **Sensitive Personal Information.** Customer represents and warrants that it will not transmit, provide, or otherwise make available to Adobe sensitive personal information of its employees, customers, partners or site visitors, which includes but is not limited to information regarding a minor, financial information, and medical or health information.
6. **Third Party Claims.** Customer agrees to defend any third party claim against Adobe, its Affiliates (and its and their directors, employees and agents) and its third party data and service providers that (a) Customer's actions in connection with the OnDemand Services violate Customer's privacy policy or any third party's rights of privacy, or violate any privacy laws; and/or that (b) these violations arise from, directly or indirectly, from the Customer Data or Customer Content. Customer will, in either case, indemnify Adobe (and its directors, employees and agents) and its third party data and service providers against all damages, costs, and expenses arising out of such claim or agreed to in a written settlement agreement signed by Customer arising out of such claim. The Limitation on Damages provision in the Adobe General Terms shall not apply to Customer's indemnification obligations herein.
7. **Content Monitoring.** Customer agrees to implement a process through which infringing, abusive, or otherwise unlawful content can be reported to Customer and removed in accordance with industry best practices and applicable law. If Customer Content or content from Customer Site visitors are hosted by Adobe, and if Customer becomes aware of possible violations regarding content its customers upload to the service, Customer agrees to promptly notify Adobe. Customer acknowledges that, though Adobe is providing access to Customer Content hereunder, it acts only as a passive conduit. Although Adobe may be involved in modifying or editing the Customer Content to be posted and/or integrated into Customer Site(s) on Customer's behalf, Customer retains complete



discretion and responsibility, including compliance with all applicable laws and regulations, for its website and all content accessible thereon.

8. OnDemand Services Limited Warranty; Remedies

- 8.1. **Warranty.** Adobe warrants that the OnDemand Services and the Distributed Code (as delivered to Customer) will operate in substantial conformance with the PDMs referenced in the applicable Sales Order(s).
- 8.2. **Disclaimer.** Adobe does not warrant that Customer's use of the OnDemand Services will be uninterrupted or error-free, nor does Adobe warrant that it will preserve or maintain the Customer Data without loss.
- 8.3. **Sole and Exclusive Remedies.** THE EXCLUSIVE REMEDY FOR UNCURED BREACH OF THE FOREGOING WARRANTY IS TO PROVIDE REPLACEMENT DISTRIBUTED CODE OR IF REPLACEMENT IS NOT PRACTICABLE TO TERMINATE THE APPLICABLE ONDEMAND SERVICE(S) AND REFUND ANY PRE-PAID, UNUSED FEES. IF ANY WARRANTY REMEDY IS HELD TO FAIL OF ITS ESSENTIAL PURPOSE, THE LIMITATION OF LIABILITY HEREIN SHALL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW. THE LIMITED WARRANTY SET FORTH IN THIS SECTION SHALL NOT APPLY UNLESS CUSTOMER MAKES A CLAIM WITHIN THIRTY (30) DAYS OF THE DATE ON WHICH THE CONDITION GIVING RISE TO THE CLAIM FIRST APPEARED.

9. **Compliance.** Adobe may, at its expense, verify that Customer's use of the OnDemand Services complies with the terms of this Agreement. Any such verification shall not unreasonably interfere with Customer's business activities. If such verification shows that Customer is using the OnDemand Services in any way not permitted under this Agreement and which would require additional license fees, Customer shall pay the applicable fees within thirty (30) days of invoice date, with such underpaid fees being the license fees as per Adobe's then-current, country specific, license fee list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Customer shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

1. Additional Terms for Adobe CQ.

1.1. Definitions

- 1.1.1. **Cluster:** means a group or system of multiple Instances with the same function which are configured so as to stay synchronized with each other without intervention from another Instance outside of this group (e.g. if two grouped publisher Instances are kept in sync by a third author Instance outside of the group then this configuration is not a Cluster; however, if two grouped publisher Instances are kept in sync by passing information between themselves, or by sharing a common repository, then they are a Cluster).
- 1.1.2. **Clustering Functionality:** means the enablement of the OnDemand Services to work as a Cluster. The Sales Order shall set forth whether Customer has purchased Clustering Functionality.
- 1.1.3. **Instance:** Instance shall mean one (1) copy of the OnDemand Services running on the hardware infrastructure managed by Adobe. Each Instance can be designated as either author or publisher, but each shall be counted separately as one (1) Instance.
- 1.1.4. **User:** means employee(s) or individual contractors (i.e. temporary employees) of Customer (not including customers, users, or visitors of Customer’s website) that are authorized to have access to the OnDemand Services for purposes of administration and/or authoring. 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 Adobe CQ. Adobe CQ 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.

2. Adobe CQ Product and Services Descriptions.

2.1. Adobe CQ Web Experience Management (“Adobe CQ WEM”).

2.1.1. Base Packages

2.1.1.1. **Adobe CQ WEM Basic base package (per package).** An Adobe CQ WEM Basic base package includes two (2) Instances; each additional Instance must be purchased separately and identified in the applicable Sales Order. A license for each User of Adobe CQ WEM Basic base package, its components, add-ons, or additional instances, must be purchased separately. The Adobe CQ WEM Basic base package shall consist of the following components and functionality. Use of these components is licensed to Customer for use on every Instance included with Adobe CQ WEM Basic base package and each additional Adobe CQ WEM Basic Instance(s) purchased.

- Adobe CQ Web Content Management (“Adobe CQ WCM”). Adobe CQ WCM is a 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 SEO, scheduled delivery, and landing page optimization.
- Adobe CQ Media Library. Adobe CQ Media Library provides a limited tool for the planning, production, and distribution of digital assets. The CQ Media Library does not contain the full functionality and feature set of Adobe CQ DAM, which is included in the Adobe CQ Standard base package.
- Adobe Digital Marketing Suite Integrations. Integration of Adobe CQ WEM with other Adobe Digital Marketing Suite products. Adobe Digital Marketing Suite product integrations only include the integration code; Customer must separately license Adobe Digital Marketing Suite product, in addition to Adobe CQ WEM.
- Adobe CQ CRX. CRX is a commercially packaged version of the Apache Jackrabbit and Sling open source projects and is a powerful web application development solution. CRX is built on a modern architecture and is a highly scalable content repository.
- CIFS Support. The SMB/CIFS Adapter exposes the CRX repository via SMB/CIFS (Common Internet File System).



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- LDAP with SSO. CQ can interact with an LDAP server that stores user information centrally, eliminating the need for duplication. This central server is then used to verify login information, which can be used to realize Single Sign On, both with other in-house applications and external Portals
- WebDAV. CRX and CQ come with WebDAV support that lets Users display and edit the repository content. Setting up WebDAV gives Users direct access to the content repository through your desktop.

2.1.1.2. **Adobe CQ WEM Standard base package (per package)**. An Adobe CQ WEM Standard base package includes two (2) Instances; each additional Instance must be purchased separately and identified in the applicable Sales Order. A license for each User of Adobe CQ WEM Standard base package, its components, add-ons, or additional instances, must be purchased separately. The Adobe CQ WEM Standard base package shall consist of the following components and functionality. Use of these components is licensed to Customer for use on every Instance included with Adobe CQ WEM Standard base package, and on each additional Adobe CQ WEM Standard Instance(s) purchased.

- Adobe CQ WEM Basic base package components. All components of the Adobe CQ WEM Basic base package described above in Section 2.1.1.
- Adobe CQ Digital Asset Management (“Adobe CQ DAM”). Adobe CQ DAM provides a tool for planning, production, and distribution of digital assets. Adobe CQ DAM licenses included in the Adobe CQ WEM Standard base package are licensed to Customer only for use on the same Instances included with or purchased as add-ons to the Adobe CQ WEM Standard base package. A stand-alone version of Adobe CQ DAM can be purchased separately for uses with the Adobe CQ WEM Basic base package or other Instances not related to the Adobe CQ WEM Standard base package licenses.
- CQ as a Portal. The CQ5 Portal Container lets Users run JSR 286-compliant portlets in CQ.
- Portal Director. The CQ5 Portal Director provides a content portlet that lets Users display content from the publish instance, preview content from the author instance, and provides a link within the content to open the corresponding page in a new browser window.
- Targeting. Targeting is the dynamic delivery of specified content to website visitor subgroups based on the profile of the website visitors.
- ContentBus. Enabled content applications with simplified access to JCR content infrastructure based on CRX and Adobe's JCR Connectors.

2.1.2. Adobe CQ WEM Add-ons

- 2.1.2.1. **Adobe CQ WEM Users (per User)**. The purchase of Adobe CQ WEM Basic or Standard Users requires the purchase of the related Adobe CQ WEM base package.
- 2.1.2.2. **Active Clustering for Adobe CQ WEM (per Cluster)**. The purchase of Active Clustering for Adobe CQ WEM enables Cluster Functionality for Adobe CQ WEM licenses.
- 2.1.2.3. **Adobe CQ Marketing Campaign Management (“Adobe CQ MCM”) (per Instance)**. Adobe CQ MCM enables Users to plan, design, launch, and optimize marketing campaigns across multiple digital channels, including mobile and social communities.
- 2.1.2.4. **Adobe CQ Mobile (per Instance)**. Adobe CQ Mobile leverages the Adobe CQ WCM platform and interface to deliver web content across a range of mobile devices and applications.
- 2.1.2.5. **Adobe CQ Multisite Manager (“Adobe CQ MSM”) (per Instance)**. Adobe CQ MSM lets Users define relations between the sites and also lets you define to what degree re-use or control is exerted on the different sites. The MSM, once set up, does this automatically.





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2.1.2.6. **Adobe CQ Social Communities (per Instance).** Social Communities are a fully integrated solution that enables marketers to create immersive social experiences as part of their website to build brand loyalty and generate demand.

2.1.2.7. **Adobe CQ eCommerce (per Instance).**

2.1.2.8. **Content Repository Connectors (per Connector).** Each Content Repository Connector is licensed to Customer for use with one (1) Adobe CQ WEM base package (Basic or Standard) and each related Additional Adobe CQ WEM Instance(s) purchased.

2.1.2.9. **Additional Adobe CQ WEM Hosted Instances (per Instance).** The purchase of Additional Adobe CQ WEM Hosted Instances requires the purchase of the related Adobe CQ WEM Hosted base package. The Additional Adobe CQ WEM Hosted Instances can be used for either production or non-production purposes.

2.2. Adobe CQ Digital Asset Management (“Adobe CQ DAM”)

2.2.1. **Adobe CQ DAM Stand-alone (per Instance).** Adobe CQ DAM provides a tool for planning, production, and distribution of digital assets. A license for each User of Adobe CQ DAM Stand-alone, its components, add-ons, or additional instances, must be purchased separately. Adobe CQ DAM Stand-alone shall consist of the following components and functionality. Use of these components is licensed to Customer for use on every Instance included with Adobe CQ DAM Stand-alone and each additional Adobe CQ DAM Instance(s) purchased.

- Adobe CQ CRX. CRX is a commercially packaged version of the Apache Jackrabbit and Sling open source projects and is a powerful web application development solution. CRX is built on a modern architecture and is a highly scalable content repository.
- CIFS Support. The SMB/CIFS Adapter exposes the CRX repository via SMB/CIFS (Common Internet File System).
- LDAP with SSO. CQ can interact with an LDAP server that stores user information centrally, eliminating the need for duplication. This central server is then used to verify login information, which can be used to realize Single Sign On, both with other in-house applications and external Portals.
- ContentBus. Enabled content applications with simplified access to JCR content infrastructure based on CRX and Adobe's JCR Connectors.
- WebDAV. CRX and CQ come with WebDAV support that lets Users display and edit the repository content. Setting up WebDAV gives Users direct access to the content repository through your desktop.

2.2.2. Adobe CQ DAM Add-ons

2.2.2.1. **Adobe CQ DAM Users (per User).** The purchase of Adobe CQ DAM Stand-alone Users requires the purchase of the related Adobe CQ DAM Stand-alone package.

2.2.2.2. **Active Clustering for Adobe CQ DAM (per Cluster).** The purchase of Active Clustering for Adobe CQ DAM enables Cluster Functionality for Adobe CQ DAM licenses.

2.2.2.3. **Additional Adobe CQ DAM Instances (per Instance).** The purchase of additional Adobe CQ DAM Instances requires the purchase of Adobe CQ DAM Stand-alone.

3. **Adobe CQ OnDemand Services.** The following provisions apply to Adobe CQ OnDemand Services. All Adobe CQ products and services listed under the OnDemand section of the Sales Order are hosted versions of the Adobe CQ products and are licensed to the Customer pursuant to all terms and conditions under the Adobe — Exhibit for OnDemand Services included herein and further subject to the terms and conditions of this Adobe PDM for CQ Hosted.

3.1. Definitions.

- 3.1.1. **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 OnDemand Service in the Production Phase.
- 3.1.2. **Customer Customizations** means the customizations made to the OnDemand Service by Customer and/or the Development Partner during the Development Phase and Staging Phase.
- 3.1.3. **Customer's Technical Support Contacts** means the three (3) named Customer technical support contacts listed as "Customer Administrator" and "Development Partner".
- 3.1.4. **Development Partner** means the Adobe professional services team or a third party systems integrator, who has rights to access and customize the OnDemand Service as a result of such party's relationship with Customer.
- 3.1.5. **Guidelines** mean the "Guidelines for Customizing Adobe CQ Hosted Environments," which shall be provided by Adobe to Customer at the beginning of the Development Phase and to which Adobe may make changes from time to time.
- 3.1.6. **Runbook** means a document written by Customer and/or the Development Partner that provides Adobe with a list of the Customer Customizations and configurations Customer and/or the Development Partner made to the OnDemand Service, as further described in the section herein entitled "Runbook", which shall assist Adobe in running and supporting the OnDemand Service in the Production Phase.

3.2. Use of Adobe CQ OnDemand

- 3.2.1. **Access Adobe CQ Hosted Versions during License Term.** All OnDemand Services versions of the Adobe CQ product and services include updates and upgrades that are released to the general Adobe customer base during the License Term. Customer may not attempt to interact with the operating system underlying the OnDemand Service.
- 3.2.2. **Development Partners.** Customer may appoint Development Partners. Notwithstanding anything to the contrary in the Adobe General Terms or Adobe Exhibit for OnDemand Services, Customer may provide Development Partners specific User login IDs or passwords for the sole purpose of enabling such Development Partner to assist Customer in exercising its rights under this Agreement, subject to following limitations and restrictions:
 - 3.2.2.1. Access to the OnDemand Services by the Development Partner shall be solely for the internal business purposes of Customer and related to use of the OnDemand Services in support of the Customer Site(s).
 - 3.2.2.2. Customer will enter into a confidentiality agreement with the Development Partners at least as protective as the confidentiality terms in this Agreement.
 - 3.2.2.3. If, during the term of the Agreement, Customer learns that the Development Partner is, has become, or plans on becoming a direct competitor of Adobe for the OnDemand Services purchased herein, then Customer will immediately terminate the Development Partner's access to the OnDemand Services, or any other Confidential Information of Adobe.
 - 3.2.2.4. Customer is responsible for ensuring the Development Partners compliance with the terms of the Agreement, as applicable, and shall remain liable for any acts or omissions of the same in breach or violation of the Agreement, including indemnifying Adobe for any and all third party claims arising from such acts or omissions of Development Partner without limitation.
 - 3.2.2.5. Adobe may deny access to any Development Partner it deems is adversely impacting the OnDemand Service to Customer or other users of the OnDemand Service.

3.2.3. Data Storage and I/O Limitations

3.2.3.1. **Production Instances.** Customer is limited to the total aggregate capacity across all Production Instances of CQ OnDemand Services for each of the items:

- **Storage:** Customer is limited to a total combined storage at any one time, for all active data, of two hundred and fifty (250) gigabytes per Instance. In the event the Customer exceeds the aggregate limit, Customer shall be billed for any overage at the then-current Adobe list price.
- **I/O Requests:** Customer is limited to a total combined input and output traffic, to and from the given cloud region, of five hundred (500) gigabytes per month per 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 shall be billed for any overage at the then-current Adobe list price.
- **Backup:** Customer is limited to a total combined backup space of one (1) terabyte per Instance. In the event the Customer exceeds the aggregate limit, Customer shall be billed for any overage at the then-current Adobe list price.

3.2.3.2. **Non-Production Instances.** Customer is limited to the total aggregate capacity across all Non-production Instances of CQ OnDemand Services for each of the items:

- **Storage:** Customer is limited to a total combined storage at any one time, for all active data, of fifty (50) gigabytes per Instance. In the event the Customer exceeds the aggregate limit, Customer shall be billed for any overage at the then-current Adobe list price.
- **I/O Requests:** Customer is limited to a total combined input and output traffic, to and from the given cloud region, of fifty (50) gigabytes per month per 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 shall be billed for any overage at the then-current Adobe list price.
- **Backup:** Customer shall receive no backup space for non-production instances. In the event the Customer exceeds the aggregate limit, Customer shall be billed for any overage at the then-current Adobe list price.

3.2.4. **Use Phases.** Customer may use the OnDemand Service in the following phases, which are listed as follows in chronological order: Development Phase, Staging Phase, Transition Phase, and Production Phase. These phases may occur in succession as many times as necessary throughout the term of the Agreement.

3.2.4.1. **Development Phase.** The period of time during which Customer may customize and test the components and features of the OnDemand Service for the purpose of evaluating potential configurations of the OnDemand Service, per the guidelines set forth in the Guidelines. The Development Phase begins on or after the Implementation Commencement Date identified in the Sales Order.

3.2.4.2. **Staging Phase.** The period of time during which a Customer may conduct quality testing of the OnDemand Service configuration created by Customer during the Development Phase. Testing conducted during the Staging Phase may include bug elimination, simulations, and integration with other Customer systems, and any customizations made to the OnDemand Service during the Staging Phase shall comply with the Guidelines.

3.2.4.3. **Transition Phase.** The period of time before the Production Phase in which Customer creates the Runbook and obtains Adobe’s written approval of such Runbook. Prior to Customer utilizing the OnDemand Service for the Production Phase, Customer shall: (a) create a Runbook and provide such Runbook to Adobe for review; and (b) obtain Adobe’s written approval of such Runbook. Customer shall be responsible for the completeness and accuracy of the Runbook, including the

listing of all Customer Customizations in such Runbook. Adobe shall not be responsible for (a) any defect or failure in the OnDemand Service caused by the Customer Customizations; (b) any failure of the OnDemand Service or inability of Adobe to provide support for the OnDemand Service caused or related to (i) Customer's failure to accurately list all Customer Customizations or configurations in the Runbook as required under this section regarding the Transition Phase, or (ii) any errors or omissions in the Runbook; or (c) any claims by any third party arising out of any Customer Customization, and Customer shall defend and indemnify Adobe against any such claims. Adobe is relieved of its obligation to meet the Service Availability Objective if Customer (a) does not create a Runbook; (b) fails to keep its Runbook current and updated; or (c) does not maintain an appointed Development Partner for the duration of the Term. Further, once the OnDemand Service is in the Production Phase, Adobe shall be responsible for providing support solely to Customer's Technical Support Contacts pursuant to the terms of the section regarding Support in this PDM.

- 3.2.4.4. **Production Phase.** The period of time during which a Customer uses the OnDemand Service for its regular and customary business operations. Customer may not make customizations to the OnDemand Service during the Production Phase. If Customer desires to make any customizations to the OnDemand Service once the OnDemand Service is in the Production Phase, Customer shall: (a) request that Adobe launch a cloned staging server; (b) implement such customizations; and (c) request that such customizations be reviewed and approved by the CAB. Customer shall then revert back to the Staging Phase (and eventually move on to the Transition Phase and Production Phase) in connection with such customizations on such cloned server. Adobe will continue to simultaneously run the OnDemand Service in the Production Phase while such customizations are in the Staging Phase and Transition Phase.
- 3.3. **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 OnDemand Service. Such transition must: (a) be completed before the effective date of termination of this Agreement; and (b) not exceed any Customer Content transition limits imposed by Adobe. Adobe reserves the right to delete any data files associated with Customer Content, personal information, or Customer's use of the OnDemand Service upon termination of the OnDemand Service or termination of this Agreement.
- 3.4. **Other Adobe Online Services Provided by Adobe.** The Software facilitates Customer's access to content and various services that are hosted on websites maintained by Adobe or its affiliates (“Adobe Online Services”). Examples of such Adobe Online Services might include, but are not limited to: CQ Packet Share, Adobe Digital Marketing Suite, Acrobat.com, Search for Help, and product Welcome Screens. In some cases an Adobe Online Service might appear as a feature or extension within the OnDemand Service even though it is hosted on a website. Access to an Adobe Online Service may require Customer to activate the Adobe Online Services, obtain an Adobe ID, consent to Additional Terms of Use, or may require a separate fee in order to access such Adobe Online Services. Adobe Online Services might not be available in all languages or to residents of all countries and Adobe may, at any time and for any reason, modify or discontinue the availability of any Adobe Online Service. Adobe also reserves the right to begin charging a fee for access to or use of an Adobe Online Service that was previously offered at no charge.
- 3.5. **Runbook.** Customer's Runbook shall, at a minimum, include the subject matters listed below in the format provided by Adobe. Customer shall 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 Term, change or modify the subject matters required to be included in the Runbook, and Customer shall promptly update its Runbook to include such new subject matters. Customer and/or its Development Partner shall immediately update the Runbook upon any Adobe request.



Adobe

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Runbook Subject Matter	Description
System Configuration	<p>The Guidelines prohibits Customer and/or the Development Partner from applying patches to the OnDemand Service. If Customer and/or the Development Partner apply any patches to the OnDemand Service, however, Customer shall describe such patches.</p> <p>Adobe will provide to Customer and/or the Development Partner information regarding the OnDemand Service, and Customer and/or Development Partner shall verify and state whether this information is correct and utilized.</p>
Customizations	<p>A list of all customizations Customer or Development Partner made to the OnDemand Service.</p> <p>A list of all software installed by Customer or Development Partner in connection with the OnDemand Service. A description of the functionality of such software.</p> <p>Whether Customer would like Adobe to follow a backup schedule for Customer's implementation of the OnDemand Service that is different from the backup schedule that Adobe generally follows.</p>
System Monitoring	<p>A list of any connections between the OnDemand Service and any other systems on which the OnDemand Service is dependent.</p> <p>A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the OnDemand Service.</p> <p>A list of parameters associated with any Customer Customizations that should be monitored by Adobe to ensure functioning of the service.</p>
User Acceptance Testing Documentation	<p>Describes the User Acceptance Testing scenarios conducted by the Customer or Development Partner.</p> <p>Describe the positive and negative outcomes of such testing that should be expected by Adobe in order to allow it to repeat such tests in order to assure the successful function of the system.</p>
Post Production CAB	<p>Describes the changes to the OnDemand Service 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.</p>



Runbook Subject Matter	Description
Events and Responses	<p>List all known weaknesses in the Customer Customizations to the OnDemand Service.</p> <p>Recommend actions to be taken by Adobe response team(s) when providing support for the OnDemand Service in association with Customer Customizations.</p> <p>Include the following information, at a minimum:</p> <ul style="list-style-type: none"> • all logging processes and file locations for any log files created by the Development Partner or Customer; • all information source or recipient repositories; • all databases and other info storage occurring in the OnDemand Service; • any encryption models implemented in the OnDemand Service; • all communications with other (outside) data sources; • any additional executables added to the OnDemand Service; • all information required for their long-term administration; and • the most common failure modes and recommendations for recovery from such failures.
Contacts and Contracts	<p>Specify a Customer contact who Adobe should notify if the system goes down.</p> <p>Specify a Customer (or Development Partner) resource who has technical knowledge of the customizations of the OnDemand Service and who can answer questions from Adobe.</p> <p>Specify a point of contact on the Customer side for any links between Customer’s IT systems and the OnDemand Service (e.g. SSO, etc.).</p> <p>Specify the Customer relationship manager for the Development Partner relationship.</p> <p>Specify the Development Partner contact who Adobe can contact in a support emergency.</p> <p>Specify the Development Partner contact for management escalation.</p> <p>Specify the Development Partner contact with whom Adobe will work to test upgrades to the OnDemand Service.</p> <p>Describe the 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.</p>

Third Party Software Notices. In order to accommodate public demand for software that is interoperable with other products and platforms, Adobe, like other commercial software publishers, has designed its products to comply with public standards, and has incorporated code created and licensed by third parties into its products. The creators of these public standards and publicly available code, as well as other third party licensors, require that certain notices and terms and conditions be passed through to the end users of the software. Such required third party software notices and/or additional terms and conditions are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement. Customer acknowledges and agrees that Adobe’s licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

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