

Support Services: Terms and Conditions

The following sets forth the terms of the support programs that may be available for certain Adobe products and services. More information regarding availability and enrollment into these support programs may be obtained by contacting Adobe Client Care.

Gold Support

1. Description.

1.1 An entity who has purchased Gold Support from Adobe shall be deemed a **"Customer."** Adobe will provide support services to Customer in accordance with these Gold Support Terms and Conditions.

1.2 Adobe will provide Customer technical support to a maximum of ten (10) named Customer technical support contacts (**"Customer's Technical Support Contacts"**). Customer may name additional technical support contacts if mutually agreed in writing between Adobe and Customer.

1.3 Adobe will provide 24x7 prioritized, toll-free Support Services for the On-premise Software to be accessed by Customer's Technical Support Contacts. Adobe will provide Support Services in some additional languages in addition to English. Local language support, if offered, is available 9am-5pm Monday through Friday local time excluding national holidays and Adobe designated holidays. Outside of these hours, English language support is available.

1.4 Adobe may, in its sole discretion from time to time, provide code corrections to Customer to correct On-premise Software malfunctions in order to bring the On-premise Software into substantial conformity with published product documentation. ADOBE DOES NOT GUARANTEE, REPRESENT OR WARRANT CONSULTATION RESULTS, IDENTIFICATION OF ALL VIRUSES, OR THAT ALL ERRORS AND BUGS WILL BE CORRECTED.

1.5 Customer shall have unlimited access to Adobe's on-line support facility on the Support web site (currently <http://www.adobe.com/support> or any successor site) (**"Support Site"**).

1.6 To initiate a request for support services, Customer's Technical Support Contact must report an error in the On-premise Software which is based on the failure of the On-premise Software to conform to the published product documentation (**"Service Request"**). The priority or severity of each service request will be established based on Adobe's then current published Case Priority definitions which are currently available on the Support Site

at <http://www.adobe.com/support/programs/policies/sla.html>. Adobe shall undertake reasonable efforts to:

(A) Acknowledge receipt of a Service Request from a Technical Support Contact within the time allotted (**"Response Time"**). This will generally be via the same medium of communication by which the Service Request was reported;

(B) Provide a short status report to Customer within a reasonable time; and

(C) Solve the Service Request by providing a remedy that could take the form of 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 affected Adobe On-premise Software), replacement deliveries or any other type of software or documentation corrections or modifications.

(D) Despite Adobe's exercise of reasonable efforts, not all problems may be solvable. Processing time for Adobe starts from the date and time when the Adobe Support team acknowledges receipt of a Service Request. If the Service Request cannot be solved within a commercially reasonable timeframe, the Service Request may be escalated within the Adobe Support organization.

2. Software License for Updates. Any updates or code correction of the On-premise Software provided by Adobe are not provided as additional copies. The use of any update provided hereunder shall be governed by the updated license use/restriction terms in the applicable end user license agreement, if any. Nothing in these Gold Support Terms and Conditions shall be construed as increasing the number of copies of the On-premise Software licensed to Customer.

3. Right to Discontinue or Modify Services. The On-premise software for which Gold Support Services are available is listed

at https://www.adobe.com/support/programs/policies/policy_enterprise_lifecycle.html.

Adobe has the right to discontinue the manufacture and development of any of the On-premise Software and the support for that On-premise Software, including the distribution of older On-premise Software versions, at any time in its sole discretion, provided that Adobe agrees not to discontinue the support for that On-premise Software during the then-current term of Support Services that may have been purchased by Customer, subject to the termination provisions in the applicable end user license agreement or these terms and conditions. If Adobe discontinues the manufacture and support for particular On-premise Software, support services for any remaining On-premise Software during the same term shall not be adversely affected; provided however, Adobe reserves the right to alter the support services, from time to time, using reasonable discretion but in no event shall such alterations made during the then-current support term result in: (a) diminished support from the level of support set forth herein; (b) materially diminished obligations for Adobe; or (c) materially diminished rights of Customer. Adobe shall provide Customer with sixty (60) days prior written notice of any material changes to the support services contemplated herein.

4. Decommissioning. If Customer has purchased multiple licenses of an On-premise Software product, and Customer chooses at its option to renew support, Customer must purchase support services on one hundred percent (100%) of those On-premise Software product licenses. If Customer wishes to renew support services on a lesser number of licenses, Customer must secure written approval from Adobe and will be subject to Adobe's policies on documenting decommissioned licenses.

Platinum Maintenance and Support

1. Platinum Maintenance and Support Description.

1.1 An entity who has purchased Platinum Maintenance and Support from Adobe shall be deemed a **“Customer.”** Adobe will provide support services to Customer in accordance with these Platinum Maintenance and Support Terms and Conditions.

1.2 Adobe will provide Customer technical support to ten (10) named Customer technical support contacts (**“Customer’s Technical Support Contacts”**). Customer may name additional technical support contacts if mutually agreed between Adobe and Customer.

1.3 Adobe will provide 24x7x365 prioritized, toll-free Support Services for the On-premise Software to be accessed by Customer’s Technical Support Contacts. Support Services are available in some additional languages in addition to English. Local language support, if offered, is available 9am-5pm Monday through Friday local time excluding national holidays and Adobe designated holidays. Outside of these hours, English language support is available.

1.4 Adobe may, in its sole discretion from time to time, provide code corrections to Customer to correct On-premise Software malfunctions in order to bring the On-premise Software into substantial conformity with published product documentation. ADOBE DOES NOT GUARANTEE, REPRESENT OR WARRANT CONSULTATION RESULTS, IDENTIFICATION OF ALL VIRUSES, OR THAT ALL ERRORS AND BUGS WILL BE CORRECTED.

1.5 Customer shall have unlimited access to Adobe’s on-line support facility on the Support Site or any successor site.

1.6 To initiate a request for support services, Customer’s Technical Support Contact must report an error in the On-premise Software which is based on the failure of the On-premise Software to conform to the published product documentation (**“Service Request”**). The priority or severity of each service request will be established based on Adobe’s then current published Case Priority definitions which are currently available on the Support Site, at <http://www.adobe.com/support/programs/policies/sla.html>. Adobe shall undertake reasonable efforts to:

- (A) Acknowledge receipt of a Service Request from a Technical Support Contact within the time allotted (**“Response Time”**). This will generally be via the same medium of communication by which the Service Request was reported;
- (B) Provide a short status report to Customer within a reasonable time; and
- (C) Solve the Service Request by providing a remedy that could take the form of 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 affected Adobe On-premise Software), replacement deliveries or any other type of software or documentation corrections or modifications.

(D) Despite Adobe's exercise of reasonable efforts, not all problems may be solvable. Processing time for Adobe starts from the date and time when the Adobe Support team acknowledges receipt of a Service Request. If the Service Request cannot be solved within a commercially reasonable timeframe, the Service Request may be escalated within the Adobe Support organization.

1.7 Adobe provides maintenance on the On-premise Software to Customer, at no additional charge. The provision of maintenance includes all Upgrades for the On-premise Software to make the On-premise Software current, provided that Adobe's obligations under this section with respect to each major version (defined by a x.0 version number) of a specific On-premise Software product shall continue for a period of time that upgrades for such version of the On-premise Software product is generally made available by Adobe. Any code corrections provided to Customer will only be for the current version of each On-premise Software product.

2. Software License for Upgrades and Updates. Any and all releases provided by Adobe, whether code corrections, or new or Upgrade copies of the complete On-premise Software are for replacement of the copies of the On-premise Software previously licensed to Customer and are not provided as additional copies. An Upgrade refers to those versions of the On-premise Software products that Adobe, at its discretion, deems to be logical improvements or extensions to the On-premise Software products and that have been released for general commercial distribution. In particular, Upgrades are designated point releases by Adobe (e.g., 4.2 to 4.3 or 4.3 to 5.0 if 5.0 is the next version release in the series). Copies of the On-premise Software that are replaced must be destroyed. Notwithstanding the foregoing, the use of any Upgrade provided by Adobe shall be governed by the updated license use and restriction terms in the applicable end user license agreement, if any. Customer's receipt of any code corrections, updates or Upgrades shall not increase the number of copies of the On-premise Software licensed to Customer.

3. Right to Discontinue or Modify Support Services. The On-premise Software for which Platinum Maintenance and Support is available is listed at https://www.adobe.com/support/programs/policies/policy_enterprise_lifecycle.html. Adobe has the right to discontinue the manufacture and development of any of the On-premise Software and the Support Services for that On-premise Software, including the distribution of older On-premise Software versions, at any time in its sole discretion, provided that Adobe agrees not to discontinue the support for that On-premise Software during the then-current support term, subject to the termination provisions in the applicable end user license agreement or these terms and conditions. If Adobe discontinues the manufacture and support for particular On-premise Software, Support Services for any remaining On-premise Software during the same support term shall not be adversely affected; provided however, Adobe reserves the right to alter the Support Services, from time to time, using reasonable discretion but in no event shall such alterations made during the then current support term result in: (a) diminished support from the level of support set forth herein; (b) materially diminished obligations for Adobe; or (c) materially diminished rights of Customer. Adobe shall provide Customer with sixty (60) days prior written notice of any material changes to the Support Services contemplated herein.

4. Support Renewal Fees. If Adobe makes renewals for Platinum Maintenance and Support available to its customers generally, Adobe will provide Customer with a renewal reminder in advance of expiration of the then-current term for Maintenance and Support Services, so that Customer can order a further one year period for Platinum Maintenance and Support.

If Customer desires to renew, Adobe shall invoice Customer for the next renewal term. If Platinum Maintenance and Support lapses, Customer may be subject to additional fees, to cover the lapsed period, prior to the reinstatement of Platinum Maintenance and Support. If Customer so elects to renew the Platinum Maintenance and Support after an initial term, the renewal annual support fee is determined as follows: (a) for the first renewal term, the initial annual fee may be increased by three percent (3%); (b) for the second through the fourth renewal terms, the annual support fee for the immediately preceding renewal term may be increased by three percent (3%); and (c) for the fifth and subsequent renewal terms, the annual support fee will be the lesser of twenty percent (20%) of the then-current list price for the On-premise Software or the annual support fee for the immediately preceding renewal term increased by the applicable Consumer Price Index (CPI), for the twelve-month period preceding the renewal date, however, in no event shall the amount be less than the annual support fee paid for the prior year for the On-premise Software covered by the applicable renewal.

5. Extended Support. If the version of an On-premise Software product licensed by Customer reaches end of life, Customer may elect to purchase extended support (“**Extended Support**”) for a maximum period of another two (2) years from the end of life date, provided that Extended Support is available for that version of the On-premise Software.

6. Decommissioning. If Customer has purchased multiple licenses of an On-premise Software product, and Customer chooses at its option to renew Platinum Maintenance and Support, Customer must purchase Platinum Maintenance and Support Services on one hundred percent (100%) of those licenses. If Customer wishes to renew Platinum Maintenance and Support on a lesser number of licenses, Customer must secure written approval from Adobe and will be subject to Adobe’s policies on documenting decommissioned licenses.

Enterprise Support

1. Enterprise Support Description.

1.1 An entity who is eligible to receive Enterprise Support from Adobe shall be deemed a “**Customer**.” Adobe will provide support services to Customer in accordance with these Enterprise Support Terms and Conditions.

1.2 Adobe will provide technical support to a maximum of ten (10) named Customer technical support contacts (“**Customer’s Technical Support Contacts**”) for any and all of the applicable On-premise Software and On-demand Services purchased by Customer. Customer’s technical support contacts may also schedule “**Expert Services**” appointments consisting of up to 30 minutes of telephone advice regarding product workflows and best practices.

1.3 Adobe will provide 24x7x365 prioritized, toll-free Support Services to be accessed by Customer’s Technical Support Contacts. Local language support, if offered, is available 9am-5pm Monday through Friday local time, excluding national holidays and Adobe designated holidays. Outside of these hours, English language support is available.

1.4 Customer will have unlimited access to Adobe's on-line support facility on the Support Site (currently <http://www.adobe.com/support>, the "**Support Site**") or any successor site.

1.5 The priority or severity of each service request will be established based on Adobe's then current published Case Priority definitions which are currently available on the Support Site, at <http://www.adobe.com/support/programs/policies/sla.html>. Adobe shall undertake reasonable efforts to:

(A) Acknowledge receipt of a Service Request from a Technical Support Contact within the time allotted ("**Response Time**"). This will generally be via the same medium of communication by which the Service Request was reported;

(B) Provide a short status report to Customer within a reasonable time; and

(C) Solve the Service Request by providing a remedy that could take the form of 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 affected Adobe software), replacement deliveries or any other type of software or documentation corrections or modifications.

(D) Despite Adobe's exercise of reasonable efforts, not all problems may be solvable. Processing time for Adobe starts from the date and time when the Adobe Support team acknowledges receipt of a Service Request. If the Service Request cannot be solved within a commercially reasonable timeframe, the Service Request may be escalated within the Adobe Support organization.

2. Software License for Updates. Any updates of the On-premise Software provided hereunder are not provided as additional copies. The use of any updates provided by Adobe will be governed by the applicable end user license agreement. Customer's receipt of updates shall not increase the number of licenses of the On-premise Software licensed to Customer.

3. Right to Discontinue or Modify Services. The On-premise Software for which support services are available is listed at <http://www.adobe.com/support/programs/policies/supported.html>. Adobe has the right to discontinue the manufacture and development of any of the On-premise Software and the support for that On-premise Software, including the distribution of older On-premise Software versions, at any time in its sole discretion, provided that Adobe agrees not to discontinue the support for that software during the then current support term, subject to the termination provisions in the applicable end user license agreement or these terms and conditions. If Adobe discontinues the manufacture and support for the On-premise Software, support services for any remaining On-premise Software during the same support term will not be adversely affected; provided however, Adobe reserves the right to alter the support services, from time to time, using reasonable discretion but in no event will such alterations made during the then current support term result in: (a) diminished support from the level of support set forth herein; (b) materially diminished obligations for Adobe; or (c) materially diminished rights of Customer. Adobe will provide Customer with sixty (60)

days prior written notice of any material changes to the support services contemplated herein.

Support for On-demand Services identified in an applicable sales order

1. Support Description. Adobe provides the following support for On-demand Services comprising the Adobe Marketing Cloud or such other On-demand Services as may be identified from time to time:

1.1 Adobe will provide Customer technical support to a maximum of ten (10) named Customer technical support contacts to address issues with any and all of the applicable On-demand Services purchased by Customer.

1.2 Adobe will provide 24x7x365 unlimited access to Adobe Client Care via telephone, chat, and email support.

1.3 Adobe will provide Customer with access to the online interface for support issue management; access to the searchable knowledge base; and access to On-demand Services training modules.

1.4 Adobe Client Care can be accessed on this website: <http://www.adobe.com/marketing-cloud/service-support.html>.