

## Adobe Content Server Additional Terms

Last updated June 18, 2014. Replaces the August 26, 2008 version in its entirety.

Your use of the Adobe Content Server Software and related licensing signing Service is subject to these Additional Terms, which supplement and incorporate into the Adobe.com Terms of Use ("Terms") located at [www.adobe.com/go/terms](http://www.adobe.com/go/terms). Capitalized terms not defined here have the same meaning as defined in the Terms.

### 1. User Restrictions.

1.1 **Service.** You will use the Service only in connection with Software to digitally sign licenses generated by the Software.

1.2 **Software.** Subject to your compliance with these terms, we grant you a non-exclusive, non-transferable, revocable license to install and use the Software on compatible computer servers solely in conjunction with the Service.

### 2. Service Level Agreement.

2.1 **Service Availability Objective.** Our objective is to make reasonable efforts to provide Service Availability of 99.9% as measured on a monthly basis ("Service Availability Objective"). Service Availability is defined as the time that the Service is capable of receiving, processing, and responding to requests, excluding (a) Scheduled Maintenance, (b) Customer Error Incidents, and (c) Force Majeure. Service Availability is calculated as a percentage by dividing the number of minutes the Service is available during the applicable month (less exclusions) by the number of total minutes in the applicable month.

2.2 "Customer Error Incident" means any services unavailability resulting from your applications, content, or your equipment, or the acts or omissions of any users of the Service.

2.3 "Force Majeure" means acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, orders, or restrictions, denial of service attacks and other malicious conduct, utility failures, or any other cause of Service unavailability that was beyond our control.

2.4 "Scheduled Maintenance" means any maintenance performed during our standard maintenance windows (currently occurring between Saturday 12:01am Pacific Time and Sunday 11:59pm Pacific Time, and weekdays between 6:00pm Pacific Time and 11:59pm Pacific Time) and any other maintenance of which you are given at least forty-eight (48) hours advance notice. We may perform maintenance on some or all of the Service in order to upgrade hardware or software that operates or supports the Service, implement security measures, or address any other issues it deems appropriate for the continued operation of the Service.

### 3. Technical Support.

Technical Support is included with the Service. Technical support includes unlimited incidents for the following topics: standard installation, product defects, product features, interoperability, administration, connectivity, and file migration. The target response time is 1 business day. Support is limited to the current version, plus the previous version for a period of 90 days from the ship date of the current version. All technical support cases shall be submitted to us by your authorized contact.

### 4. Fees.

Upon agreeing to these terms, you shall pay us an initial fee presented at the time of purchase for the license to use the Software and the Service. We charge a digital signing service fee for access to the Service, and updates

and upgrades to the Software, payable in advance within 30 days of the date of the invoice We also charge automatically to your credit card a fee for each license signed by us.

**5 Term.**

The Services will start when we have confirmed your payment for the Services and will continue for a period of 1 year. Thereafter the parties may renew the Services for successive 1-year terms.

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