

## SERVICE LEVEL EXHIBIT

- 1 **General.** This service level exhibit ("Exhibit") is an exhibit to the Services Level Agreement ("Master SLA") and terms that are not defined herein are defined in the Master SLA.
- 2 **Covered Service.** Covered Service means the Adobe Campaign Transactional Messages On-demand Services.
- 3 **Availability.**
  - 3.1 **Definition.** Available / Availability of the Covered Service means when Adobe or third-party monitoring services indicate that: (1) the Covered Service is Processing Email; and (2) Customer is able to access the metrics of the Covered Service from the Covered Service's user interface.
  - 3.2 **Minimum Uptime Percentage.** The Minimum Uptime Percentage for the Covered Services is 99%.
  - 3.3 **Availability Service Credits.**

<u>Uptime Percentage:</u>	<u>Service Credit:</u>
≥ 95% but < 99%	10%
≥ 90% but < 95%	15%
<90%	25%
- 4 **Notification Process.**
  - 4.1 Maintenance Notification Process for Section 2: Customer Care will email Customer.
  - 4.2 Notification Process for Section 3.1: Customer should file a support ticket at <http://helpx.adobe.com/marketing-cloud/contact-support.html> or call or email Customer Care.
- 5 **Other.**
  - 5.1 **Excluded Minutes.** For purposes of Section 1.5(C) of the Service Level Agreement, if Adobe's or its third-party monitoring services indicate that Customer's usage of the Covered Service extends beyond the Intended Usage Parameters then Customer will not be eligible for Service Credits, unless Customer and Adobe have a prior written agreement in place for Adobe to accommodate such spikes in demand.
  - 5.2 **Maintenance.** Notwithstanding anything to the contrary in the Master SLA, Adobe will use commercially reasonable efforts to schedule maintenance during hours other than during 9am-5pm in Customer's local time zone as determined by the address provided by Customer in the applicable Sales Order.
  - 5.3 **Cumulative Service Credits.** Notwithstanding anything to the contrary in the Master SLA, the maximum cumulative Service Credit for the Covered Service is 30% of total Monthly Fees for the Covered Service (regardless of the number of individual service failures in the applicable month).
  - 5.4 **Sufficient Infrastructure.** Customer's must license enough Dedicated Servers to handle Customer's volume of communications and interactions in connection with the On-demand Services, else this Service Level Exhibit will not apply.
- 6 **Definitions.**

- 6.1 "Maintenance Minutes" means the number of minutes elapsed during maintenance performed by Adobe that results in the Covered Services not being Available where Adobe has provided Customer with at least 2 business days advance notice.
- 6.2 "Processing Email" or "Process Email" means the Covered Service: (1) receives a request for an email through an API call; (2) prepares an email for sending; and (3) invokes the request to send the email. For clarity, Processing Email excludes email delivery, which depends on third parties such as internet and email service providers.