



## Adobe Sales Order

Customer ELI LILLY AND COMPANY  
Deal Registration ID DR2594315  
Currency USD

### Adobe Inc.

#### Products and Services Pricing Detail:

#### Adobe On-demand Services

Except as otherwise specified in this Sales Order, these On-demand Services terminate on their identified License Term End Date. Before the end of the License Term End Date stated herein (30 November 2023), Customer may make a one-time election, to renew the Products and Services listed in Line Numbers 02-03 for either a one (1) year, or a two (2) year period ("Renewal Term"). The fees for the Renewal Term will have a three percent (3%) uplift over the Unit Price defined for Line Number 02-03 below. Customer may renew for a one year, or two year period, but the Renewal Term cannot be more than two years. The dates set forth in the pricing table represent the best estimates of the License Term Start Date; such date will be adjusted to be the later of the estimated date or the actual delivery date of login credentials to access the Products and Services. Adobe will provide Support Services to the Customer as described below in Exhibit B "Adobe Support Services: Terms and Conditions." Please note, however, that the terms in Exhibit B are as of the effective date of this Agreement and these Support Terms and Conditions are subject to change over the course of the term of this Agreement. For the most up to date Support Terms and Conditions please refer to the Adobe Support Services Terms and Conditions online at: <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>. For purposes of clarity, per the term below in Exhibit B "Right to Discontinue or Modify Support" alterations to support during Customer's license term will not result in diminished support from the level of support set forth herein.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
<b>1 December 2020 - 31 May 2021 of a 3 year License Term</b>									
01	38057041	AEM: DYNAMIC MEDIA	Advance   Annually - In	2.00	Million PAGE VIEWS Per Month	1 December 2020	31 May 2021	0.00	0.00
<b>1 June 2021 - 30 November 2023 of a 3 year License Term</b>									
02	38057041	AEM: DYNAMIC MEDIA	Advance   Annually - In	2.00	Million PAGE VIEWS Per Month	1 June 2021	30 November 2023	832.96	49,997.60
<b>1 December 2020 - 30 November 2023 of a 3 year License Term</b>									
03	38056897	AEM: CLOUD SERVICE SANDBOX FOR AEM MS	Advance   Annually - In	1.00	Each Per Year	1 December 2020	30 November 2023	0.00	0.00

1 December 2020 - 31 May 2021 On-demand Services Fees:	0.00
1 June 2021 - 30 November 2021 On-demand Services Fees:	9,995.52
1 December 2021 - 30 November 2022 On-demand Services Fees:	19,991.04
1 December 2022 - 30 November 2023 On-demand Services Fees:	19,991.04
Total thirty-six (36) month Adobe On-demand Services Fees:	49,977.60

01-02 AEM: DYNAMIC MEDIA:  
If Customer exceeds its Annual Page View Commitment at any time, Customer must license additional Page Views at the Unit Price on Line Number 02 in the Products and Services Pricing Detail section above. "Annual Page View Commitment" means the sum of the Page Views licensed during a 12-month period. For a period up to 60 days prior to the Start Date (the "Implementation Period"), but in no event earlier than the Effective Date, Customer is granted limited license to access the Products and Services for the sole purpose of implementation and testing at no additional cost to Customer, subject to all other terms and conditions of the Agreement.

03

## AEM: CLOUD SERVICE SANDBOX FOR AEM MS:

AEM as a Cloud Service Sandbox for Managed Service (Sandbox) may be used to deploy a disposable instance of an AEM as a Cloud Service development environment for non-production use cases only. The AEM as a Cloud Service development environment includes up to 200 gigabytes of storage. Customer may not use a Sandbox to deploy stage or production environments. A Sandbox will be made operational for 90 days after being deployed by Customer and availability will be extended by 30-day increments when the Sandbox is in use. If, at the end of the 90-day operational period or at the end of a 30-day extension period, use logs indicate that a Sandbox has not been used in the last 14 days, the Sandbox may be shut down. If a Sandbox is shut down, Customer may deploy a new Sandbox during the License Term. Sandboxes and the included development environment are not provided under the Minimum Uptime Percentage of AEM Managed Services. Sandboxes are not HIPAA-ready or FedRAMP-ready and must not be used in conjunction with data or processes requiring HIPAA or FedRAMP protections.

## Adobe Managed Services

Except as otherwise specified in this Sales Order, these Managed Services terminate on the identified License Term End Date. Before the end of the License Term End Date stated herein (30 November 2023), Customer may make a one-time election, to renew the Products and Services listed in Line Numbers 10-15 for either a one (1) year, or a two (2) year period ("Renewal Term"). The fees for the Renewal Term will have a three percent (3%) uplift over the Unit Price defined for Line Number 10-15 below. Customer may renew for a one year, or two year period, but the Renewal Term cannot be more than two years. Adobe will provide Support Services to the Customer as described below in Exhibit B "Adobe Support Services: Terms and Conditions." Please note, however, that the terms in Exhibit B are as of the effective date of this Agreement and these Support Terms and Conditions are subject to change over the course of the term of this Agreement. For the most up to date Support Terms and Conditions please refer to the Adobe Support Services Terms and Conditions online at:

<https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html> For purposes of clarity, per the term below in Exhibit B 'Right to Discontinue or Modify Support' alterations to support during Customer's license term will not result in diminished support from the level of support set forth herein.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
<b>1 December 2020 - 31 May 2021 of a 3 year License Term</b>									
04	38054741	AEM ASSETS:MS ASSET SHARE 99.5	Advance   Annually - In	1.00	Each PACK Per Year	1 December 2020	31 May 2021	0.00	0.00
05	38054725	AEM ASSETS:MS ENTERPRISE 99.5% - 5TB	Advance   Annually - In	1.00	Each BASE Per Year	1 December 2020	31 May 2021	0.00	0.00
06	38054739	AEM ASSETS:MS FOR SITES/FORMS CUSTOMERS	Advance   Annually - In	2.00	Each Deployment Per Year	1 December 2020	31 May 2021	0.00	0.00
07	38054705	AEM SITES:MS ENTERPRISE 99.95%	Advance   Annually - In	1.00	Each BASE Per Year	1 December 2020	31 May 2021	0.00	0.00
08	38055792	AEM:MS DEV/QA	Advance   Annually - In	9.00	Each INSTANCE Per Year	1 December 2020	31 May 2021	0.00	0.00
09	38054746	AEM:MANAGED BACKUP 1 TB	Advance   Annually - In	9.00	Each PACK Per Year	1 December 2020	31 May 2021	0.00	0.00
<b>1 June 2021 - 30 November 2023 of a 3 year License Term</b>									
10	38054741	AEM ASSETS:MS ASSET SHARE 99.5	Advance   Annually - In	1.00	Each PACK Per Year	1 June 2021	30 November 2023	126,160.00	315,400.00
11	38054725	AEM ASSETS:MS ENTERPRISE 99.5% - 5TB	Advance   Annually - In	1.00	Each BASE Per Year	1 June 2021	30 November 2023	333,621.76	834,054.40
12	38054739	AEM ASSETS:MS FOR SITES/FORMS CUSTOMERS	Advance   Annually - In	2.00	Each Deployment Per Year	1 June 2021	30 November 2023	54,720.00	273,600.00
13	38054705	AEM SITES:MS ENTERPRISE 99.95%	Advance   Annually - In	1.00	Each BASE Per Year	1 June 2021	30 November 2023	1,474,387.84	3,685,969.60
14	38055792	AEM:MS DEV/QA	Advance   Annually - In	9.00	Each INSTANCE Per Year	1 June 2021	30 November 2023	17,024.00	383,040.00
15	38054746	AEM:MANAGED BACKUP 1 TB	Advance   Annually - In	9.00	Each PACK Per Year	1 June 2021	30 November 2023	656.66	14,774.85

1 December 2020 - 31 May 2021	Managed Services Fees:	0.00
1 June 2021 - 30 November 2021	Managed Services Fees:	1,101,367.77
1 December 2021 - 30 November 2022	Managed Services Fees:	2,202,735.54
1 December 2022 - 30 November 2023	Managed Services Fees:	2,202,735.54
Total thirty-six (36) month Adobe Managed Services Fees:		5,506,838.85

04-15 The dates set forth in the pricing table represent the best estimates of the License Term Start Date; such date will be adjusted to be the later of the estimated dates or the actual delivery date of login credentials to access the Products and Services.

## Software

Except for perpetual licenses, the License Term of the Products and Services and any applicable Support commences on the later of Products and Services delivery or the identified start date. The end date of the License Term of the Products and Services and any applicable Support is the later of the amount of months comprising the identified License Term or the identified end date. The dates below only represent best estimates of the start date of the License Term. To the extent that Customer exercises the one-time option to renew the AEM Managed Services SKUs above, the SKU listed in Line Number 16 will also renew for the Renewal Term. Adobe will provide Support Services to the Customer as described below in Exhibit B "Adobe Support Services: Terms and Conditions." Please note, however, that the terms in Exhibit B are as of the effective date of this Agreement and these Support Terms and Conditions are subject to change over the course of the term of this Agreement. For the most up to date Support Terms and Conditions please refer to the Adobe Support Services Terms and Conditions online at: <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html> For purposes of clarity, per the term below in Exhibit B 'Right to Discontinue or Modify Support' alterations to support during Customer's license term will not result in diminished support from the level of support set forth herein.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
<b>1 December 2020 - 30 November 2023 of a 3 year License Term</b>									
16	38056873	AEM:OPT DEV LICENSE FOR MS FULFILLMENT	Advance   Annually - In	1.00	Each Per Year	1 December 2020	30 November 2023	0.00	0.00

<b>Software:</b>	0.00
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## Adobe Premier Support

Adobe will provide Premier Support on a mutually agreeable schedule, but in no event sooner than the identified Start Date below. Unless otherwise specified in this Sales Order, these Premier Support SKUs automatically terminate on their identified End Date. Provided that Customer exercises their one time option to renew the Products and Services in Line Numbers 1 - 16 above, Customer may then make a one-time election to renew the Products and Services listed in Line Numbers 17 below for the applicable Renewal Term. The fees for the Renewal Term will be at the Unit Price for the Quantity listed in the table below. Adobe will provide Support Services to the Customer as described below in Exhibit B "Adobe Support Services: Terms and Conditions." Please note, however, that the terms in Exhibit B are as of the effective date of this Agreement and these Support Terms and Conditions are subject to change over the course of the term of this Agreement. For the most up to date Support Terms and Conditions please refer to the Adobe Support Services Terms and Conditions online at: <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html> For purposes of clarity, per the term below in Exhibit B 'Right to Discontinue or Modify Support' alterations to support during Customer's license term will not result in diminished support from the level of support set forth herein.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date	Unit Price	Total Fees
<b>1 June 2021 - 30 November 2023 of a 3 year License Term</b>									
17	38057767	PREMIER SUPPORT ELITE: NS EXT – ELI LILLY	Advance   Annually - In	1.00	Each Per Year	1 June 2021	30 November 2023	400,000.00	1,000,000.00

1 December 2020 - 31 May 2021 Premier Support Fees:								0.00
1 June 2021 - 30 November 2021 Premier Support Fees:								200,000.00
1 December 2021 - 30 November 2022 Premier Support Fees:								400,000.00
1 December 2022 - 30 November 2023 Premier Support Fees:								400,000.00
Total thirty-six (36) month Adobe Premier Support Fees:								1,000,000.00

17 PREMIER SUPPORT ELITE: NS EXT – ELI LILLY  
Premier Support Elite Plus is an extension to Elite Support providing Customer an assigned Adobe Technical Account Director, Strategic Services and up to 4 additional activities delivered by Field Services per each year in the term.

## Adobe Professional Services

Adobe will provide the Professional Services on a mutually agreeable schedule but in no event sooner than the identified start date. Unless otherwise specified in this Sales Order, these Professional Services automatically terminate on their identified End Date. There are no travel expenses to be incurred by Adobe under this Sales Order or all work will be done remotely.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date	Unit Price	Total Fees
18	38049680	SUITE: CUSTOM TRNG BANK OF FUNDS NS	Advance   Total - In	50,000.00	Each One-Time	1 January 2020	31 December 2021	1.00	50,000.00
19	38054406	EXPERIENCE CLOUD CONSULTING NSW TBE	Monthly as Incurred	1,996,032.00	Each DOLLARS One-Time	7 December 2020	6 December 2021	1.00	1,996,032.00

Year One Professional Services Fees:	2,046,032.00
Total twelve (12) month Adobe Professional Services Fees:	2,046,032.00

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## SUITE: CUSTOM TRNG BANK OF FUNDS NS:

This offering creates a non-refundable bank of funds which will be decremented by the list price of (A) each regional, online or on premise training course in which Customer enrolls, registers or attends, or (B) the hours delivered on any custom learning project. List prices are found at <https://www.adobe.com/training/rate-card.html>. Any unused funds as of the End Date shall expire and be forfeited. TRAINING: Private courses are limited to a maximum of 15 participants unless otherwise specified. List price for private onsite courses include instructor travel expenses. Customer may cancel an enrollment, without charge, if it provides Adobe with at least 7 business days advance written notice. If Customer fails to attend a training course in which it is enrolled, cancels such enrollment with less than 7 business days written notice, or fails to provide the minimum requirements (such as PCs, space, projectors) that may be reasonably requested by Adobe in order to provide an on premise training course, Customer's bank of funds will still be decremented in the amount of the enrollment fee. In the event Adobe cancels a training course, Customer's bank of funds will not be decremented. Training must be completed by the identified End Date. CUSTOM LEARNING: The parties agree to work together to plan any Custom Learning projects, which will be on a time and materials basis, without acceptance. Customer's resources will provide timely cooperation and responses to requests from Adobe. Custom learning hours must be delivered by the identified End Date. Customer will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonable incurred by Adobe in connection with Custom Learning projects. Such expenses will be charged to the Customer at cost. The recording, copying, republishing or distribution of training sessions and related content/materials, whether delivered virtually, through classroom instructors or other methods, is prohibited.

Role Description	Example Roles	List Rate	2020-2021 Discounted Pricing	Discounted Pricing for this contract
Custom Training Day	Up to 15 Participants	\$7,260	\$6,250	\$6,250

Recommended private virtual classes for Eli Lilly are attached hereto as Exhibit G.

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## EXPERIENCE CLOUD CONSULTING NSW TBE:

The Professional Services licensed in Line Number 19 may include the services as described in the Statement of Work ("SOW") attached hereto as Exhibit F.

Engagement quoted for each Line No. is for a twelve (12) month period. These Professional Services terminate on the identified End Date but, where necessary, may be extended by mutual agreement of the Parties upon execution of an Addendum to this Sales Order provided that such addendum is executed prior to the End Date. Adobe will invoice Customer monthly in arrears for the hours of Professional Services provided by each of the assigned resources. Adobe will not invoice Customer in excess of the total fees of this Line Number. The billable hourly rates are:

Role Description	Example Roles	List Rate	2020-2021 Discounted Pricing	Discounted Pricing for this contract
Senior Principal Consultant	Client Partner	\$342.00	\$308.00	\$274.00
Principal Consultant	Enterprise Architect Multi-solution Architect Technical Architect PR Digital Strategist	\$315.00	\$284.00	\$252.00
Senior Consultant	Project Manager Tech Lead Sr. Business & Technical Consultants (all solutions) Data Architect Engineering Services Consultant Sr. Digital Strategist Sr UX Consultant Sr Content Authors Sr Product Specialists	\$265.00	\$239.00	\$212.00
Consultant	Business & Technical Consultants (all solutions) UX Consultant Content Authors Product Specialists	\$235.00	\$212.00	\$188.00
Associate Consultant	Associate Technical & Business Consultant	\$175.00	\$165.00	\$140.00
Principal Offshore Consultant	Principal Offshore Consultant Multi-solution Architect Enterprise Architect Data Architect SR Digital Performance Strategist Technical Architect Performance Optimization Consultant	\$125.00	\$113.00	\$100.00

Senior Offshore Consultant	Sr. Business & Technical Consultants (all solutions) Data Architect Data Engineer Project Manager (offshore)	\$95.00	\$86.00	\$76.00
Offshore Consultant	Business & Technical Consultants (all solutions)	\$75.00	\$68.00	\$60.00

## Summary of Fees

7 December 2020 - 31 December 2021 Sales Order Fees for Professional Services:	2,046,032.00
1 December 2020 – 31 May 2021 Sales Order Fees:	0.00
1 June 2021 - 30 November 2021 Sales Order Fees:	1,311,363.29
1 December 2021 - 30 November 2022 Sales Order Fees:	2,622,726.58
1 December 2022 - 30 November 2023 Sales Order Fees:	2,622,726.58
Total Sales Order Fees:	8,602,848.45

## Sales Order Terms and Conditions

1. All Products and Services listed in the Products and Services Pricing Detail section above are provided under the following terms and conditions:
  - 1.1. The applicable terms of the Agreement for On-demand Services; Managed Services; Professional Services; and Limited On-Premise Software made effective by and between the Parties on or around 24 August 2020, with Agreement Number 00826723 ("MSA");
  - 1.2. The applicable Product Specific Licensing Terms ("PSLTs") attached hereto as follows:
    - 1.2.1. For Line Numbers 04-16: PSLT-Adobe Experience Manager: Managed Services (2020v2) attached hereto as EXHIBIT A;
  - 1.3. The applicable Service Level Agreement as attached hereto EXHIBIT C;
  - 1.4. Support Services are described at the attached Support Services Terms and Conditions as EXHIBIT B. Adobe agrees that the Support Services attached hereto will not be modified or discontinued during the License Term indicated in the table above; and,
  - 1.5. this Sales Order
 (collectively, the "**Agreement**").
2. **INFORMATION/ CONDITIONS SPECIFIC TO THIS SALES ORDER:**
  - 2.1. **Order of Precedence:** In accordance with Section 3.3 of the MSA, the Parties agree that the following terms in this Sales Order (including the PSLTs) override the applicable terms in the MSA to the extent there is a conflict:
    - 2.1.1. Term 2.5 of this Sales Order supersedes Section 18.2 of the MSA, with respect to the components specified in Term 2.5 below, which Lilly is not authorized to use.
    - 2.1.2. The following terms in the applicable PSLTs attached hereto may impose additional restrictions on the types of data allowed into the Products and Services and/or state data retention terms that differ from the MSA, and in the event of a conflict between these terms and a term in the MSA, the terms in the PSLT control:
      - 2.1.2.1. AEM MS PSLT
        - 2.1.2.1.1. Section 6 (Long Term Storage and Encryption) controls over any conflicting provision in the MSA on data retention, in particular Section 20.8 in the MSA and any conflicting term in the ISS on encryption, in particular Section 11 of the ISS.
        - 2.1.2.1.2. Section 8 (Adobe Targeting Data Retention) controls over any conflicting provision in the MSA on data retention, in particular Section 20.8 of the MSA.
  - 2.2. Is there Acceptance criteria?
    - 2.2.1. Professional Services: No. Please refer to SOW attached hereto.
    - 2.2.2. Products and Services (On-demand and Managed Services): N/A- No acceptance criteria
  - 2.3. Are subcontractors being utilized by Adobe in providing the Products and Services to host Lilly Data?
    - 2.3.1. Yes: Amazon Web Services (AWS), Microsoft Azure, and please see subprocessors listed here: <https://www.adobe.com/privacy/sub-processors.html>
  - 2.4. If Professional Services are being provided:
    - 2.4.1. Is there any custom Deliverables? No. Please refer to SOW attached hereto.
    - 2.4.2. Are there any key personnel? No. Please refer to SOW attached hereto.
    - 2.4.3. Will the Professional Services be performed on a milestone basis or time and materials? No. Please refer to SOW attached hereto.
    - 2.4.4. Are there subcontractors providing the Professional Services Yes/No? Yes, this is a possibility.
      - 2.4.4.1. If Yes, are they offshore? Yes, the subcontractors might include offshore resources, per the notification in the MSA.
    - 2.4.5. Will Adobe Professional Services team require access to Lilly Personal Information during the License Term of the Professional Services. No. Please refer to the SOW attached hereto.
  - 2.5. **PROVIDED BUT NOT AUTHORIZED COMPONENTS/ FEATURES:**
    - 2.5.1. Are there any components or functions being provided but which Lilly is not authorized to use?
      - 2.5.1.1. Yes: AEM Screens and AEM Commerce
        - 2.5.1.1.1. AEM Screens and AEM Commerce. In the event that Lilly extensively and inadvertently accesses and uses AEM Screens and/or AEM Commerce and becomes aware of this unauthorized use, Lilly will immediately: (i) terminate unauthorized use; (ii) notify Adobe of the unauthorized use. Provided that Lilly performs (i) - (ii) herein, Lilly will not be retroactively charged for the unauthorized use.
  - 2.6. **THIRD PARTY PROVIDERS.** Are there any third party products or services which Customer is required to use in order to use the Products and Services? ☐ Yes ☒ No. However, there may be optional third party services that Lilly can use in conjunction with the Products and Services, but such services are not required.
  - 2.7. **RESTRICTED COUNTRIES.** As of the Effective Date, are there any additional countries that Adobe considers to be Restricted Countries, beyond China and Russia? ☐ Yes ☒ No If Yes, please list them.
  - 2.8. Backup Procedures for the Licensed Products and Services: Please see EXHIBIT D attached hereto.
3. Line Number 16 licensed herein (AEM On-premise SKUs) are governed by the applicable terms herein and the MSA, including Section 50 in the MSA.
4. Customer agrees to purchase the Products and Services set out in the Products and Services Pricing Detail section. The offer described in this Sales Order is contingent upon Customer's execution and return of this Sales Order no later than 20 November 2020 (unless countersigned by Adobe).
5. Upon written request from Customer, the Parties agree to mutually review Customer's usage and commitment of Adobe Experience Manager (AEM) and, if a production environment(s) within Customer's AEM Sites Managed Services or AEM Assets Managed

Services deployment is mutually determined to be ready for transition, the Parties agree that Customer may, via written addendum or Sales Order, transition the AEM Sites Managed Services or AEM Assets Managed Services production environment(s) to equivalent volumes/quantities of AEM as a Cloud Service, on a prospective basis, without any change to the fees committed to under this Agreement for the licensed AEM Managed Services technology (and associated add-ons, as applicable). In the event Customer elects to transition to AEM as a Cloud Service, as described above, Customer and Adobe will enter into a new Sales Order or Sales Order Amendment and negotiate any additional licensing terms needed to govern Customer's use of AEM as a Cloud Service, including but not limited to any applicable PSLT or Product Description. For clarity, this term is an option for the Customer to migrate from AEM Managed Services to AEM as a Cloud Service, but AEM Managed Services will be available for the License Term in this Sales Order unless Customer has transitioned to AEM as a Cloud Service, per the terms in the new Sales Order or Sales Order Amendment.

6. The AEM MS Product Description is attached hereto for reference purposes only as Exhibit E.
7. **China Use.** As stated in the Agreement, use in China and Russia is prohibited. However, in the event that Customer has a use case for China in the future, the Parties will negotiate in good faith the use case and applicable license entitlements and will work towards executing a separate Sales Order or Sales Order Amendment that contains the applicable SKUs for China usage and any applicable terms and conditions that are required for China use.
8. All fees will be invoiced beginning on the applicable Start Date in accordance with the Billing Cycle, as noted in the Products and Services Pricing Detail section. Payment terms are net 60 days and will be measured from the date of invoice.
9. Purchase Order ("PO") required? Yes → tick: ☐ If a PO is required by Customer, it must be delivered to Adobe on the Effective Date of the Sales Order, or promptly thereafter. If the PO is not received by Adobe on the Effective Date of the Sales Order, or promptly thereafter, or is not required by Customer, then the Adobe Contract Number and/or the Deal Registration Number will be referenced on the Adobe invoice. Payment due date(s) will not be extended by any delays in issuing a PO.

By signing below, each Party acknowledges that it has carefully read, fully understands, and agrees to the terms of this Agreement. This Agreement becomes effective upon the date of last signature (the "**Effective Date**"). Each of the individuals signing this Agreement represents that they have the authority to bind their respective Party to its terms.

**ELI LILLY AND COMPANY**

LILLY CORPORATE CTR, DROP CODE 4116,  
INDIANAPOLIS, IN 46285-0001 UNITED STATES

*Ed Roberson*

Ed Roberson (Nov 20, 2020 20:11 EST)

Authorized Signature

*Ed Roberson*

Ed Roberson (Nov 20, 2020 20:11 EST)

Print Name

Senior Director

Title

Nov 20, 2020

Date

Purchase Order Number:  
ECC ID Number: 0001421202

**Adobe Inc.**

345 Park Avenue San Jose, CA 95110-2704  
USA

*Garrett Holbrook*

Garrett Holbrook (Nov 20, 2020 15:44 MST)

Authorized Signature

Garrett Holbrook

Print Name

Director Technical Revenue Ops

Title

Nov 20, 2020

Date

**Adobe Systems Software Ireland Limited (ABN 18 586 921 900)**

4-6 Riverwalk, City West Business Campus, Dublin 24  
Ireland

*Sean Barry*

Sean Barry (Nov 20, 2020 22:49 GMT)

Authorized Signature

Sean Barry

Print Name

Order Management Manager

Title

Nov 20, 2020

Date

[Instructions for Signed Agreements](#)



**North America**

<b>End User:</b> 1421202	<b>Bill-To:</b> 0001421202	<b>Ship-To:</b> 1421202
ELI LILLY AND COMPANY LILLY CORPORATE CTR DROP CODE 4116 INDIANAPOLIS, IN, 46285-0001 UNITED STATES	ELI LILLY AND COMPANY LILLY CORPORATE CTR DROP CODE 4116 INDIANAPOLIS, IN, 46285-0001 UNITED STATES	ELI LILLY AND COMPANY LILLY CORPORATE CTR DROP CODE 4116 INDIANAPOLIS, IN, 46285-0001 UNITED STATES
	Invoicing Contact Name: Contact Email: p2p_answer_center@lilly.com	Customer Admin Name: Contact Email:

**Customers outside USA, Canada & Mexico**

<b>End User:</b> 1421202	<b>Bill-To:</b> 0001421202	<b>Ship-To:</b> 1421202
ELI LILLY AND COMPANY LILLY CORPORATE CTR DROP CODE 4116 INDIANAPOLIS, IN, 46285-0001 UNITED STATES	ELI LILLY AND COMPANY LILLY CORPORATE CTR DROP CODE 4116 INDIANAPOLIS, IN, 46285-0001 UNITED STATES	ELI LILLY AND COMPANY LILLY CORPORATE CTR DROP CODE 4116 INDIANAPOLIS, IN, 46285-0001 UNITED STATES
	Invoicing Contact Name: Contact Email: p2p_answer_center@lilly.com	Customer Admin Name: Contact Email:

## EXHIBIT A

### PSLT - Adobe Experience Manager: Managed Services (2020v2)

#### 1. Pre-Production Phase

- 1.1 During the Pre-Production Phase, Customer will:
- (A) create and provide a complete and accurate Runbook to Adobe for review and obtain Adobe's written approval of such Runbook, to identify and enable Adobe to review and appropriately support proposed changes
  - (B) create and test Customer Customizations for the purpose of evaluating potential configurations of the Managed Services;
  - (C) use the Cloud Manager Framework to submit, store, process, and manage changes to, the Customer Customizations; and
  - (D) conduct additional quality and security testing of those Customer Customizations and configurations by performing bug elimination, simulations, and integration with other Customer systems.

#### 2. Production Phase

- 2.1 If Customer desires to make any Customer Customizations to the Managed Services once the Managed Services are in the Production Phase:
- (A) Customer will request that Adobe launch a cloned staging server, implement such Customer Customizations, and request that such Customer Customizations be reviewed and approved by Adobe;
  - (B) the Managed Services will then revert to the Pre-Production Phase in connection with such Customer Customizations on such cloned server; and
  - (C) Adobe will continue to simultaneously run the Managed Services in the Production Phase while such Customer Customizations are in the Pre-Production Phase.

#### 3. Customer Customizations

- 3.1 Adobe will not be responsible for any defect or failure in the Managed Services caused by Customer Customizations or by Customer's failure to meet the obligations in sections 1 and 2 (Pre-Production Phase and Production Phase). Customer acknowledges and agrees that any testing of Customer Customizations via the Cloud Manager Framework represents only a subset of the overall testing that needs to be completed by Customer. Customer is solely responsible for all testing (security and quality) of Customer Customizations.
- 3.2 Should Customer fail to implement changes to Customer Customizations required by the Cloud Manager Framework, Customer may need to license additional Managed Production Capacity via mutually agreed upon Amendment to this Sales Order.

4. **Development Consultant.** Any Development Consultant(s) appointed by Customer under this PSLT works expressly and exclusively at Customer's direction and Customer is responsible for any acts or omissions of such Development Consultant(s). Adobe may temporarily deny access to any Development Consultant it deems is severely impacting the Managed Services or other Managed Services customers. Adobe will the work with the Customer to determine a mutually agreed upon remediation plan, and once the issue is resolved between the Parties, Adobe will promptly restore the Lilly Development Consultant's access to the Managed Services. References to Customer in this PSLT refer to both Customer and its Development Consultant(s).

5. **Runbook.** Customer's Runbook must, at a minimum, include the subject matters listed below in the format provided by Adobe. Customer must promptly update the Runbook each time it creates new Customer Customizations that are accepted by Adobe for use in the Production Phase. Adobe may, in its sole discretion, from time to time during the License Term, change or modify the subject matters or configurations required to be included in the Runbook, and Customer will promptly update its Runbook to include such new subject matters.

##### 5.1 Runbook Table:

Runbook Subject Matter	Description
System Configuration	Adobe may provide Customer with information regarding the configuration of the Managed Services, and Customer must verify whether this information is correct.
Customizations	A list of all Customer Customizations.  A list and description of the functionality of all software (including of any bugs) installed by Customer in connection with the Managed Services.

Runbook Subject Matter	Description
	<p>A list of all AEM Forms Reader Extensions credentials or PKI certificates applied to the Managed Services by Customer.</p> <p>Any Customer-specific backup schedule for Customer's implementation of the Managed Services.</p>
System Monitoring	<p>A list of any connections between the Managed Services and any other systems on which the Managed Services is dependent.</p> <p>A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the Managed Services.</p> <p>A list of parameters associated with any Customer Customizations that should be monitored by Adobe to ensure functioning of the Managed Services.</p>
User Acceptance Testing Documentation	<p>Describe the load testing scenarios conducted by Customer.</p> <p>Describe the user acceptance testing scenarios conducted by Customer.</p> <p>Describe the positive and negative outcomes of such testing.</p>
Post-Production Changes	Describe the changes to the Managed Services' Production Phase, which were requested by Customer and approved and implemented by Adobe.
Events and Responses	<p>List all known weaknesses in Customer Customizations to the Managed Services.</p> <p>Recommend actions to be taken by Adobe when providing support for the Managed Services.</p> <p>Include the following information, at a minimum:</p> <ul style="list-style-type: none"> <li>• all log files created by Customer;</li> <li>• all information source or recipient repositories;</li> <li>• all databases and other information storage occurring in the Managed Services;</li> <li>• any encryption models implemented in the Managed Services;</li> <li>• all communications with any upstream data sources, including forms;</li> <li>• any additional executables/WAR Files added to the Managed Services;</li> <li>• all information required for long-term administration of the Customer Customizations; and</li> <li>• the most common failure modes and recommendations for recovery from such failures.</li> </ul>
Contacts and Contracts	<p>Specify a Customer contact who Adobe should notify if the system goes down.</p> <p>Specify a Customer resource who has technical knowledge of the Managed Services and who can answer questions from Adobe.</p> <p>Specify any links between Customer's IT gate keeper for the Managed Services and other Customer systems (e.g., LDAP, data repositories, etc.).</p> <p>Specify the Customer relationship manager for Development Consultant.</p> <p>Specify the Development Consultant contact who Adobe can contact in a support emergency.</p> <p>Specify the Development Consultant contact for management escalation.</p> <p>Specify the Development Consultant contact with whom Adobe will work to test upgrades to the Managed Services.</p> <p>Describe the agreement between Customer and Development Consultant. Include details on Development Consultant's response time requirements and other special instructions from Customer regarding such response times.</p>

## 6. Long-Term Storage and Encryption

- 6.1 Adobe stores all long-term Customer Content, Customer Data and related operational data on mechanisms external to the virtual machines supporting Customer's Managed Services deployment.
- 6.2 Adobe encrypts all Customer Content, Customer Data and related operational data stored outside the virtual machine at a standard of no less than AES-256.

**7. Backup**

- 7.1 Adobe backs-up long-term Customer Content, Customer Data, and related operational data of production and non-production environments such that Adobe can make a rapid recovery of the Managed Services in the event of a loss of the primary data within a system.
- 7.2 Adobe encrypts all backups at the same standard or better as set forth above for long-term storage. All backed-up Customer Data, Customer Content, and related operational data will, after encryption, be distributed across multiple data centers within a given cloud region to allow for recovery within these data centers in the event of the loss of function of the primary data center.
- 7.3 All backups of the production environment will be taken at a frequency specified by Customer in Customer's Runbook, or daily if no specification is made.
- 7.4 Adobe will retain all backups of the production environment for a period specified in Customer's Runbook, or for one week no specification is made in the Runbook. Adobe may delete and overwrite all backup files from media seven days after the end of the retention period unless Adobe is otherwise requested to retain these files, in writing, by Customer or law enforcement.
- 7.5 All backups of the non-production environment will be taken daily and Customer is entitled to one non-production environment restore per week.
- 7.6 Adobe will retain a back-up of the non-production environment until replaced by the subsequent back-up.
- 7.7 Customer Data, Customer Content and Customer Customizations stored within the Managed Services will be available to Customer until the expiration or termination of the License Term in the same format then available within the Managed Services. Customer acknowledges and agrees that the Managed Services should not be Customer's only repository for Customer Customizations.

**8. Adobe Experience Targeting – Data Retention.** To the extent that Customer has licensed Managed Services that include bundled Adobe Experience Targeting, Customer Data collected by Adobe Experience Targeting may be permanently deleted from Adobe's servers (a) 90 days after collection for visitor profile data, and (b) 12 months after collection for Customer Site activity data. Customer Data and Customer Content associated with Adobe Experience Targeting are stored outside of the Managed Services, in the Adobe Experience Targeting On-demand Service environment.

**9. License for Development Software.** Customer may install and use a reasonable number of copies of the On-premise Software versions of the licensed Managed Services in a development environment only, strictly for testing and quality assurance purposes and not for production purposes.

**10. Permitted Use.** [INTENTIONALLY REMOVED]

**11. Use of Fonts.** Except as otherwise detailed in the Agreement, Adobe's proprietary or licensed fonts are embedded with the Products and Services only for use within the user interface of the Products and Services.

**12. Patches.** Except for Customer Customizations outlined in the Runbook, Customer is prohibited from applying patches to the Managed Services, unless expressly approved by Adobe in the Runbook.

**13. Service Level Agreement.** Adobe's Minimum Uptime Percentage obligations are detailed in the Service Level Agreement and the Service Level Exhibit for AEM Managed Services attached hereto as Exhibit C.

**14. Support Services.** All priority issues and issues related to the performance of the Managed Services should be submitted pursuant to the Support Policies: Terms and Conditions attached hereto as Exhibit B (each a "Service Request"). If a Service Request relates to a problem in the usage of the Managed Services, Customer will provide Adobe with sufficient access and detail to permit Adobe to understand and reproduce the problem. If it is mutually determined by Customer and Adobe that the problem represents an error in the Managed Services that causes it to not operate in substantial conformity with applicable Documentation, Adobe will process the Service Request as detailed in the Support Policies: Terms and Conditions.

**15. Software Updates and Upgrades.** During the License Term, all Managed Services include the updates and upgrades that are released to the general Adobe customer base.

- (A) **Types of Upgrades.** From time to time during the License Term, Adobe may implement upgrades to the Managed Services. Those upgrades may include a Customer-specific upgrade, an emergency upgrade necessary for the security of the Managed Services or to address issues causing Adobe not to meet the Minimum Uptime Percentage (each an "**Emergency Upgrade**"), a minor upgrade (i.e., a maintenance release or a new minor version change to the Managed Services for purposes including but not limited to, error correction), an upgrade delivered as a Service Pack specific to Adobe Experience Manager version 6.5 (each an "**AEM 6.5 Service Pack Upgrade**") or a major upgrade (i.e., a new version of the Managed Services).

- (B) **Upgrade Events Sequence.** Adobe will first install all upgrades on a server in the Pre-Production Phase at a mutually agreed upon time described in section 15(C) (Upgrade Timing) below. Once Adobe performs such installation, Customer will work with Adobe to test the upgrade's implementation in a timely fashion and will notify their Adobe contacts, as listed in the Runbook, of the success or failure of such testing. In the event of successful test results, Adobe will install the upgrade on server(s) in the Production Phase on a schedule described in section 15(C) (Upgrade Timing) below. In the event of the failure of the upgrade, Adobe will take corrective action if the issue is with Adobe's software. If the issue is with Customer Customizations, Adobe will take steps to support Customer in Customer's efforts to make adjustment to the code underlying Customer Customizations. Upon successful resolution of any such issues, Adobe will install the upgrade on the Production Phase server(s) as described above. A Customer may elect to defer or decline any such upgrade (excluding Emergency Upgrades) as set forth in section 15(D) (Upgrade Deferrals) below.
- (C) **Upgrade Timing.** Emergency Upgrades will be implemented by Adobe as needed. If Customer is on Adobe Experience Manager version 6.5, AEM 6.5 Service Pack Upgrades will be implemented by Adobe upon Customer's request, or at least once every 18 months, to upgrade Customer to the most recent AEM 6.5 Service Pack Upgrade. As part of the AEM 6.5 Service Pack Upgrade, Adobe, at its discretion may also make other maintenance updates to the Managed Services system infrastructure,. All other upgrades will be implemented by Adobe throughout the License Term upon prior written notice to Customer as specified in the Runbook. Adobe will notify Customer, with as much lead time as possible, of the availability of such upgrades. After Adobe provides such notification, Adobe will work with Customer to determine a mutually agreed upon time to provide a Pre-Production Phase system for Customer to start testing the upgrade. Unless Adobe agrees in writing to a longer test period, Customer must finish its testing within 5 business days after Adobe makes the upgraded Managed Services available. In the event that Customer notifies Adobe that the tests on the Pre-Production Phase system have passed, Adobe will work with Customer to determine a mutually agreed upon maintenance window or other time period to implement the upgrade. For clarity, Adobe will provide advance notice to the customer of any changes made to the system infrastructure via the Customer Success Engineer.
- (D) **Upgrade Deferrals.** A Customer may elect to defer or decline any upgrade (excluding Emergency Upgrades). If Customer defers or declines (i) an upgrade that is required to maintain the Managed Services within at least 1 major upgrade of the then-current, generally commercially available version of the Adobe Experience Manager Managed Services, or (ii) an AEM 6.5 Service Pack Upgrade that is required to maintain the Managed Services that are on Adobe Experience Manager version 6.5 within the latest six supported AEM 6.5 Service Pack Upgrades (each a "**Support Upgrade**") for any reason (including but not limited to, unwillingness to accept the Support Upgrade or unwillingness to make Customer Customizations that enable the Managed Services to become compatible with a Support Upgrade), Customer agrees to pay Adobe an additional extended operations uplift fee calculated as an additional 50% increase to any fees incurred after the effective date of Customer's deferral or declining of the Support Upgrade ("**Extended Operations Uplift Fee**"). Notwithstanding the foregoing, Customer is not obligated to pay to Adobe any such Extended Operations Uplift Fees if Customer is willing to install the Support Upgrade, but an action by Adobe causes such Support Upgrade to fail to be backward compatible with the then-current version of the Managed Services; however, Customer will work with Adobe to install the applicable Support Upgrade within a reasonable period of time.
- (E) **Emergency Upgrades.** Notwithstanding anything to the contrary herein, Customer must accept all Emergency Upgrades.

**16. Product Description.** Product limitations are detailed in the Product Description for Adobe Experience Manager Managed Services found here: <https://helpx.adobe.com/legal/product-descriptions.html>.

**17. Data Retention.** Customer Content and Customer Data will be retained in accordance with section 7.7 above or until deleted by the Customer. Adobe will assist the customer to retain System logs such as logs used to monitor for unauthorized access attempts, for 24 months.

**18. Data Migration Assistance.** Adobe agrees that prior to the License Term End Date, and upon Customer's written request, Adobe, free of charge, will provide reasonable assistance in facilitating the transition of Customer Content and Customer Data in the Managed Services to a new repository of Customer's choosing.

**19. Additional Claims.** Customer's indemnification obligations set forth in Section 26.7 of the MSA will also apply to Claims that relate to or arise from any Customer Customization or Customer Content. For clarity, third-party Claims under this section will be considered privacy claims and subject to the limitation of liability in Section 27.4 of the MSA.

## **20. Additional Definitions**

20.1 "**Cloud Manager Framework**" means Adobe's continuous integration, continuous deployment and testing framework. The Cloud Manager Framework may:

- (A) store Customer Customizations (Customer agrees that it will upload only Customer Customizations into the Cloud Manager Framework repository);

- (B) test the quality of Customer Customizations;
- (C) provide recommended or required updates or changes to Customer Customizations;
- (D) provide Customer with access to Adobe's identity management system (Customer agrees that it will notify Adobe regarding any desire to use an alternative identity management system);
- (E) compile approved Customer Customizations;
- (F) deploy Customer Customizations in the Production Phase; and
- (G) allow authorized Users to make self-service increases to Managed Services system infrastructure.

- 20.2 **"Customer Customizations"** means the customizations, including source code and configurations, made to the Managed Services at Customer's direction outside of anything described in the AEM Product Description (Attached hereto as Exhibit E) or any future features or functionality that becomes generally available (and which customer replaces their current customization with once said future feature or functionality becomes generally available) or that are described in a future version of the AEM Product Description. Customer Customizations do not constitute Indemnified Technology. Customer owns (or, where applicable, must ensure it has a valid license to) Customer Customizations, subject to Adobe's underlying intellectual property in the Adobe Technology. Customer acknowledges and agrees that Adobe's access to Customer Customizations does not preclude Adobe from independently developing (without use of Customer Customizations) or acquiring similar technology without obligation to Customer.
- 20.3 **"Development Consultant"** means a third-party systems integrator that (a) Customer has authorized, under section 18 of the MSA, to access, test and customize the Managed Services during the Pre-Production Phase, and (b) has a minimum of one individual on the development team who has an AEM 6 Architect Certification and will be significantly engaged and involved in the Managed Services development project.
- 20.4 **"Minimum Uptime Percentage"** means the minimum Uptime Percentage (as defined in the Service Level Agreement) identified in the Sales Order and Documentation for each Managed Service licensed by Customer. Development (QA) Instances and Stage Instances have no guaranteed Minimum Uptime Percentage.
- 20.5 **"Pre-Production Phase"** means the period of time before the Production Phase.
- 20.6 **"Production Phase"** means the period of time when Managed Services Users use the Managed Services (A) on Customer Sites; or (B) for its internal operations.
- 20.7 **"Runbook"** means a document written by Customer that provides Adobe with a list of Customer Customizations and configurations Customer made to the Managed Services. Such list is intended to assist Adobe in running and supporting the Managed Services in the Production Phase.
- 20.8 **"Service Pack"** means a scheduled quarterly release which supports the upgrade path for a specific version, where a patch release number is a single digit number, and which, after installation, will increase the installed release number patch digit, based on the formula X.Y.Z.SP<sub>x</sub>, where X is the primary version number, Y is the secondary version number, Z is the patch number, and x is the service pack number.

**EXHIBIT B****Support Services | Terms and conditions**

The following provisions detail Adobe's provision of support services to an eligible entity ("Customer") for the applicable On-premise Software, On-demand Services, and Managed Services (each a "Product" and collectively "Products"). These support services (or portions thereof) ("Support Services") may have been previously referred to as Gold, Platinum, or Enterprise Support Services. More information regarding eligibility and applicability of these Support Services may be obtained by contacting Adobe Customer Care.

**Live Telephone and Online Technical Support**

Adobe will provide live technical support services to individuals designated by Customer as support admins on the admin console on a 24x7x365 basis. Local language support, if offered, is available from 9:00 am through 5:00 pm Monday through Friday local time, excluding national holidays and Adobe designated holidays. Outside these hours, support is available in English language only. Upon enrollment, Adobe will provide Customer with appropriate telephone numbers to be used for support, and the support sites to be accessed for unlimited online support, depending on the geographical location of Customer and Adobe Products licensed.

**Remote Support**

Customer may request support services via remote computer access. If so requested, Customer agrees to allow Adobe permission to remotely access any and all Customer systems on which the Adobe Products depend, via an external computer controlled by Adobe, for the sole purpose of providing support services to Customer.

**Expert Services Appointments**

If available for a Product, Customer's designated technical support contacts may schedule expert services appointments consisting of up to 30 minutes of telephone advice regarding product workflows and best practices. Customer may contact Adobe Customer Care to inquire if such appointments are available for a specific Product.

**Initiation and Processing of Service Request**

To initiate a request for support services from Adobe, Customer's designated individual must identify the failure of the applicable Product to perform in accordance with the applicable published product documentation ("Service Request"). After receipt of a Service Request, Adobe will (a) define the priority of the Service Request, and (b) undertake reasonable efforts to acknowledge receipt of such Service Request within the identified timeframe ("Targeted Response Time") via the same medium of communication by which the Service Request was reported.

The priority of each Service Request will be addressed as follows:

Priority	Description	Targeted Response Time
<b>Level 1 - Critical</b>	<p>Problem results in extremely serious interruptions to a production system</p> <p>Tasks that should be executed immediately cannot be executed due to complete crash of a production system or interruptions in main functions of a production system</p> <p>Problem results in compromised data integrity which could result in financial losses</p> <p>Problem has affected or could affect entire user community</p>	<p>30 minutes</p> <p><b>(Service Request must be initiated telephonically)</b></p>
<b>Level 2 - Urgent</b>	<p>Problem results in serious interruptions to normal operations and could negatively impact an enterprise-wide</p>	1 hour

	<p>installation or urgent deadlines in a production system</p> <p>Data processing continues but in a restricted manner and data integrity may be at risk which may cause serious interruptions to critical processes</p> <p>Problem hinders the deployment of an enterprise installation of a pre-production system</p>	
<b>Level 3 - Important</b>	<p>Problem causes interruptions in normal operations or minor degradation in performance</p> <p>Problem is attributed to malfunctioning or incorrect behavior of the Product</p>	4 hours
<b>Level 4 - Minor</b>	<p>Problem results in minimal or no interruptions to normal operations but no business impact</p> <p>Problem typically consists of installation and configuration inquiries</p>	1 business day

### Processing of Service Request

Adobe will use reasonable efforts to acknowledge receipt of the Service Request within the Targeted Response Time. Adobe will use commercially reasonable efforts to diagnose the problem and provide a remedy that could take the form of eliminating the defect, providing updates, or demonstrating how to avoid the effects of the defect using a commercially reasonable level of effort. Despite Adobe's exercise of reasonable efforts, not all problems may be solvable. The processing time will start from the date and time when Adobe's Customer Care team acknowledges receipt of the Service Request. If the Service Request cannot be solved within a commercially reasonable timeframe, the Service Request may be escalated within the Adobe Customer Care organization. Customer's designated technical contact must be available to work with Adobe Customer Care while Adobe is in the process of resolving the Service Request.

### Right to Modify Targeted Response Times

Adobe reserves the right to alter the Targeted Response Times, from time to time, using reasonable discretion but in no event may such alterations result in: (a) diminished support from the level of support described herein; (b) materially diminished obligations for Adobe; or (c) materially diminished rights of Customer. Adobe will provide Customer with 60 days prior written notice of any material changes to the Targeted Response Times identified herein.

### Issuance of Updates

In its sole discretion, Adobe may provide Customer with an update to a Product which may consist of code corrections, bug fixes, and minor modifications or enhancements to the Product in order to bring the Product into substantial conformity with the applicable published product documentation. Updates will only be provided to Customer for the current version of the Product. All updates are provided to Customer on a license-exchange basis. Adobe's issuance of an update to a Product is intended as a replacement of the copy of the Product previously licensed to Customer and are not provided as additional copies.

### Maintenance: Issuance of Upgrades

The following provision applies to: purchases of On-premise term licenses, On-demand Services, and Managed Services and purchases of On-premise perpetual licenses, only if Customer is enrolled in a maintenance and support program. As used herein, "Upgrades" means an upgrade to a Product consisting of a new version release of the Product, or a generally available modification or enhancement to the performance or functionality of the Product that exists in the then-current release of such Product. In its sole discretion, Adobe may provide Customer with an Upgrade to a Product. All Upgrades are provided to Customer on a license-exchange basis. Adobe's issuance of such Upgrade to a Product is intended as a replacement of the copies of the Product previously licensed to Customer and are not provided as additional copies. Copies of the Products that are replaced must be destroyed. Customer's use of any Upgrade provided by Adobe is to be governed by the updated license use and restriction terms in the applicable end-user license agreement, if any.

### Right to Discontinue or Modify Support



Support Services for any Product is limited to the hardware, platform and operating systems detailed in the Products' applicable system requirements documentation. Adobe has the right to alter, or discontinue the manufacture and development of any of the Products and the support available for those Products, at any time in its sole discretion, provided that Adobe agrees not to discontinue Support Services for a Product during Customer's then-current, paid for, support term, subject to the termination provisions in the applicable end-user license agreement between Customer and Adobe, or these terms and conditions. In no event will such alterations made to support during Customer's 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.

[INTENTIONALLY REMOVED]

**Additional terms applicable to Adobe Managed and On-demand Services Customers**

In Adobe's sole discretion, Adobe may make available a resource ("Customer Success Engineer") that will answer questions from a maximum of 10 named Customer technical support contacts regarding the initial implementation of the Managed or On-demand Services, the upgrade process, and Managed or On-demand Services best practices.

The Customer Success Engineer will be available from 9am – 5pm Monday through Friday in the time zone where the Customer's Success Engineer is located. Adobe provides no specific response times in association with a Customer Success Engineer.

[INTENTIONALLY REMOVED]

**EXHIBIT C**

**The Products and Services detailed in Line Numbers 01-02: AEM Dynamic Media On-demand Services will be governed by the Service Level Agreement attached as Exhibit F to prior Adobe Sales Order DR2704758 (Adobe Contract Number: 00822060) made effective by and between the Parties on 24 August 2020.**

**The Products and Services detailed in Line Numbers 04-15: AEM Managed Services will be governed by the following Service Level Agreement and Service Level Exhibit for AEM MS:**

**SERVICE LEVEL AGREEMENT  
(effective 5 December 2016)**

**This Service Level Agreement ("SLA") is governed by the terms of the MSA, the applicable PSLT, and this Sales Order.**

**1. Definitions.**

Capitalized terms not defined herein will have the same meaning as defined in the Agreement.

- 1.1 "Calendar Month" means the calendar month to which this SLA applies and for which Uptime Percentage is being calculated.
- 1.2 "Available / Availability" of Covered Services has the definition given in the applicable Service Level Exhibit.
- 1.3 "Covered Services" has the definition given in the applicable Service Level Exhibit.
- 1.4 "Downtime" means the minutes during the Calendar Month when the Covered Services are not Available to the Customer, except any Excluded Minutes.
- 1.5 "Excluded Minutes" means the minutes that the Covered Services are not Available caused by one or more of the following:
  - (A) acts or omissions of Customer, its agents, employees, or contractors, or acts or modifications as directed or authorized by Customer, or breach of the terms of the Agreement that apply to the Covered Service;
  - (B) Customer's failure to adhere to Adobe's documented recommendations, including hardware or software configuration necessary to meet minimum system requirements for the Covered Services;
  - (C) spikes in demand for system resources driven by Customer for which Customer and Adobe did previously not agree in writing to a process to allow Adobe to make accommodation for such increase in demand unless otherwise agreed to in a Sales Order or in the applicable SLA Exhibit; or
  - (D) software, hardware, or third-party services not provided or controlled by Adobe, or events beyond Adobe's reasonable control, including but not limited to force majeure events, any law, regulation or order issued by the government, or any agency or department, which, in the reasonable opinion of Adobe, effectively prohibits or restricts Adobe from offering the Covered Services, or imposes significant additional costs on Adobe to provide those Covered Services, in the territory.
  - E) Maintenance Minutes. For clarity, Maintenance Minutes is as defined below in section 1.7.
- 1.6 "Maximum Uptime" means the total minutes in the Calendar Month (e.g., 44,640 minutes in the month of July) minus Maintenance Minutes during the same Calendar Month.
- 1.7 "Maintenance Minutes" means the number of minutes elapsed during maintenance performed by Adobe that results in the Covered Service not being Available. For clarity, Customer may define the window for the scheduled maintenance pursuant to term 2.1 below.
- 1.8 "Service Level Exhibit" means the document attached to, or referenced in, the applicable Sales Order that describes the Availability, Uptime Percentage and other details for the applicable Covered Services.
- 1.9 "Uptime Percentage" means the Maximum Uptime minus Downtime and divided by Maximum Uptime.

**2. Maintenance Process**

**2.1 Maintenance Notification Process.** Adobe will performance maintenance on the Covered Services during Adobe's standard maintenance windows, currently (as of the Effective Date) occurring between 8:00 PM Pacific Time and 12:00 AM Pacific Time each Friday, or at such other time as identified in the applicable Runbook. Adobe may perform maintenance on some or all of the Managed Services in order to upgrade hardware or software that

operates or supports the Managed Services, implement security measures, or address any other issues it deems appropriate for the continued operation of the Managed Services. Adobe will provide Customer with at least three business days advance notice of the Maintenance Minutes in the event that the maintenance is within Adobe's standard maintenance window (as defined herein). If Customer outlines a different maintenance window from Adobe's standard (as defined herein), then Adobe will not provide advance notice of said Maintenance Minutes.

### 3. Service Credits

**3.1 Uptime Percentage.** If during any full calendar month of the term of the Agreement, the Uptime Percentage is lower than the minimum defined in the applicable Service Level Exhibit ("Minimum Uptime Percentage"), and Customer notifies Adobe in writing about such Downtime within 30 days of the Downtime, Adobe shall provide Customer with a service credit in accordance with the table in the applicable Service Level Exhibit ("Service Credit"). If the Service Credit is represented as a percentage value, then it shall be calculated against Monthly Fees and will be paid against future fees. The "Monthly Fee" will be calculated based upon the licensing fees for the Covered Service as stated in the applicable Sales Order. If, for example, the licensing fee for the Covered Service is an annual licensing fee, then the Monthly Fee will be equal to the annual licensing fee applicable to the Covered Service divided by 12.

**3.2 Exclusive Remedies; Cumulative Service Credits.** Any Service Credits provided pursuant to this Service Level Agreement will constitute Adobe's sole liability and Customer's sole and exclusive remedy for any failure to achieve Uptime Percentages. Failure to achieve the Uptime Percentages for the Covered Service will result in the Service Credit % applicable to each Covered Service, subject to a maximum cumulative Service Credit % of 25% of total Monthly Fees for the Covered Service (regardless of the number of individual service failures in the applicable month).

**4. Termination for Chronic Failure.** If Adobe fails to maintain an Uptime Percentage of  $\geq 98\%$  for the Covered Service as set forth in the SKU for 3 consecutive months in a 6-month period ("Minimum Level of Service"), Customer may terminate that single affected Covered Service upon 10 days written notice to Adobe from the date there is a failure to meet the Minimum Level of Service.

**5. Preservation of Remedies.** Notwithstanding anything to the contrary set forth herein, nothing in this Exhibit C shall limit Lilly's ability to claim material breach for Adobe's failure to perform its obligations in accordance with the Agreement and this Service Order, and to terminate this Service Order for breach in accordance with the Agreement. For clarity, in the event that Adobe provides a Service Credit with respect to any subsequently terminated Service order based on material breach, such Service Credit will be offset against any damages claimed by Lilly.

## SERVICE LEVEL EXHIBIT – AEM Managed Services (Effective 6 September 2016)

### 1. SPECIFIC TERMS

**1.1 General.** This is an exhibit to the Services Level Agreement and terms that are not defined herein are defined in the Agreement.

**1.2 Covered Services.** Covered Service(s) means the Managed Services components of the specific AEM Managed Services offering(s) licensed by Customer.

**1.3 Availability of the Covered Services:** Publish and Dispatcher Instances for the Production Phase.

**A. Available / Availability** means when Adobe's or its third-party monitoring services indicate that the Production Phase is capable of receiving, processing, and responding to requests.

**B. Minimum Uptime Percentage** means the percentage set forth in the SKU description for the Covered Service, as detailed in the Sales Order and Documentation.

### C. Service Credits:

**a. For a 99.5% Minimum Uptime Percentage:**

Uptime Percentage:	Service Credit %:
$\geq 98.0\%$ but $< 99.5\%$	10% of Monthly Fees
$\geq 95.0\%$ but $< 98.0\%$	15% of Monthly Fees
$< 95.0\%$	25% of Monthly Fees

**b. For a 99.9% Minimum Uptime Percentage:**

Uptime Percentage:	Service Credit %:
$\geq 99.0\%$ but $< 99.9\%$	10% of Monthly Fees
$\geq 98.0\%$ but $< 99.0\%$	15% of Monthly Fees
$< 98.0\%$	25% of Monthly Fees

c. For a 99.95% Minimum Uptime Percentage:

Uptime Percentage:	Service Credit %:
≥ 99.5% but < 99.95	10% of Monthly Fees
≥ 98.0% but < 99.5%	15% of Monthly Fees
<98.0%	25% of Monthly Fees

d. For a 99.99% Minimum Uptime Percentage:

Uptime Percentage:	Service Credit %:
≥ 99.9% but < 99.99	10% of Monthly Fees
≥ 99.0% but < 99.9%	15% of Monthly Fees
<99.0%	25% of Monthly Fees

1.4 Availability of the Covered Services: Author Instances for the Production Phase.

A. Available / Availability means when Adobe's or its third-party monitoring services indicate that the Production Phase is capable of receiving, processing, and responding to requests.

B. Minimum Uptime Percentage means the percentage set forth in the SKU description for the Covered Service, as detailed in the Documentation.

C. Service Credits:

a. For a 99.5% Minimum Uptime Percentage:

Uptime Percentage:	Service Credit %:
≥ 98.0% but < 99.5%	10% of Monthly Fees
≥ 95.0% but < 98.0%	15% of Monthly Fees
< 95.0%	25% of Monthly Fees

b. For a 99.9% Minimum Uptime Percentage:

Uptime Percentage:	Service Credit %:
≥ 99.0% but < 99.9%	10% of Monthly Fees
≥ 98.0% but < 99.0%	15% of Monthly Fees
< 98.0%	25% of Monthly Fees

1.5 Availability of the Covered Services: Publish, Author and Dispatcher Instances for the Pre-Production Phase (relates exclusively to the Pre-Production Phase components of the 99.99% Minimum Uptime Percentage offering, as detailed in the Documentation).

A. Available / Availability means when Adobe's or its third-party monitoring services indicate that the Pre-Production Phase is capable of receiving, processing, and responding to requests.

B. Minimum Uptime Percentage means the percentage set forth in the SKU description for the Covered Service, as detailed in the Documentation (relates exclusively to the Pre-Production Phase components of the 99.99% Minimum Uptime Percentage offering, as detailed in the Documentation).

C. Service Credits:

a. For a 99.0% Minimum Uptime Percentage:

Uptime Percentage:	Service Credit %:
≥ 95.0% but < 99.0%	10% of Monthly Fees
≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	25% of Monthly Fees

## EXHIBIT D

### Backup Procedures for the Licensed Products and Services

#### **AEM MS:**

Backups are taken at a frequency specified by the customer and these can be done hourly if desired. AEM Managed Services is a reliable, secure, and flexible hosting and managed service for cloud deployments. For disaster recovery, five recovery modes target specific types of failure with different service-level agreements (SLAs) and recovery windows.

- Failure of an individual application server or data volume
- Failure of all application servers or data volumes in a solution tier
- Failure of the Amazon ELB, with or without an accompanying failure of instances
- Complete failure of an Amazon availability zone.
- Failure of an entire Amazon cloud region.

More details: <https://wwwimages2.adobe.com/content/dam/acom/en/marketing-cloud/experience-manager/pdfs/54658-adobe-managed-services-3.pdf>

By default, Adobe conducts a differential backup of all AEM data on a daily basis and retains this backup information for seven days. The un-needed backup files are deleted, purged from the system, and overwritten by Amazon. This backup procedure can be adjusted, upon customer request to cover virtually any frequency and retention period. The backup creation snapshot process takes only a few seconds, during which time the repository is in read-only mode. This is targeted for minimum load hours, but has very little impact on normal system operation in any case. This snapshot is then processed and distributed for availability in a second process that takes from 10 to 30 minutes.

## EXHIBIT E

**ATTACHED FOR REFERENCE PURPOSES ONLY AND MODIFIED TO INCLUDE ONLY THE LICENSED AEM MS PRODUCTS AND SERVICES  
PURCHASED IN THE SALES ORDER**

Adobe Experience Manager Managed Services | Product description



Effective as of July 30, 2020

The product description for Customers licensing Adobe Experience Manager Managed Services version 6.3 or licensing prior to April 4, 2018, is available [here](#).

**Adobe Experience Manager Managed Services ("AEM Managed Services")**

**What is Adobe Experience Manager Sites 6.5 ("AEM Sites")?**

AEM Sites is a content and experience management platform for delivering digital cross-channel customer experiences. AEM Sites enables organizations to create and manage digital experiences at scale across all channels.

Products and Services	License Metric
AEM Sites Managed Services Enterprise	Per AEM Sites Managed Services Enterprise Base Package

**AEM Sites Managed Services: Product limitations**

1.

**AEM Sites Managed Services Enterprise**

**Licensing.** A separate AEM Sites Managed Services Enterprise Base Package must be licensed for each AEM Deployment of AEM Sites Managed Services Enterprise. AEM Sites Managed Services Enterprise includes use of Content Fragments, Experience Fragments, Content Services, and the Media Library functionalities of AEM Assets. AEM Sites Managed Services Enterprise is subject to the AEM Sites Performance Guardrail.

**AEM Sites Managed Services Enterprise Base Package** means the following configuration, as identified in the applicable Sales Order:

- (a) **AEM Sites:MS Enterprise 99.95%.** Includes:
- 99.95% Minimum Uptime Percentage for 4 Publish Instances and 4 Dispatcher Instances for use in the production environment;
  - 99.9% Minimum Uptime Percentage for 2 Author Instances for use in the production environment;
  - total aggregate capacity across all production environment Author and Publish Instances of:
    - Storage: 1.5 terabytes;
    - Network I/O: 3 terabytes per month; and
    - Backup: 4.5 terabytes.
  - 10 Stage Instances designated as 2 Author Instances, 4 Publish Instances, and 4 Dispatcher Instances for use in the non-production environment;
  - total aggregate capacity across all Stage Instances of:
    - Storage: 1 terabyte;
    - Network I/O: 500 gigabytes per month; and
    - Backup: 1 terabyte.
  - up to 40 Concurrent Users;
  - Service Tier 2; and
  - the following Bundled On-demand Services:

- use of the Adobe Analytics Essentials Distributed Code on any Customer Site maintained by AEM Sites Managed Services Enterprise; and
- use of the Adobe Experience Targeting Distributed Code on any Customer Site maintained by AEM Sites Managed Services Enterprise.

### What is Adobe Experience Manager Assets 6.5 ("AEM Assets")?

AEM Assets is a digital asset management tool that is integrated with the Adobe Experience Manager platform and enables Customer to share and distribute digital assets. Users can manage, store, and access images, videos, documents, audio clips, and rich media for use on the web, in print, and for digital distribution.

Products and Services	License Metric
AEM Assets Managed Services Enterprise	Per AEM Assets Managed Services Enterprise Base Package

### AEM Assets Managed Services: Product limitations

#### 1.

#### AEM Assets Managed Services Enterprise

**Licensing.** A separate AEM Assets Managed Services Enterprise Base Package must be licensed for each AEM Deployment of AEM Assets Managed Services Enterprise. AEM Assets Managed Services Enterprise does not include use of Content Fragments, Experience Fragments and Content Services.

**AEM Assets Managed Services Enterprise Base Package** means the following configuration, as identified in the applicable Sales Order:

(a) **AEM Assets:MS Enterprise 99.5%.** Includes:

- 99.5% Minimum Uptime Percentage for 1 Extra-Large Author Instance and 1 Dispatcher Instance for use in the production environment;
- total aggregate capacity across all production environment Author Instances of:
  - Storage: up to the quantity of terabytes of Managed Services asset storage detailed in the AEM Assets Managed Services Enterprise SKU description on the Sales Order;
  - Network I/O: 1 terabyte per month; and
  - Backup: 3 times the amount of production environment storage.
- 2 Stage Instances designated as 1 Extra-Large Author Instance and 1 Dispatcher Instance for use in the non-production environment;
- total aggregate capacity across all Stage Instances of:
  - Storage: 200 gigabytes;
  - Network I/O: 100 gigabytes per month; and
  - Backup: 200 gigabytes.
- up to 40 Concurrent Users;
- Service Tier 2; and
- the following Bundled On-demand Services:
  - use of Brand Portal for up to 1000 Brand Portal Users and up to 10 terabytes of On-demand Storage;
  - use of Smart Content Services; and
  - use of the Adobe Analytics Essentials Distributed Code on any Customer Site for the sole purpose of monitoring the use of Customer Content managed within AEM Asset Managed Services Enterprise.

### ADD-ONS

Products and Services	License Metric	Add-On Product and Services Applicability
AEM Assets for Sites/Forms	Per Deployment	AEM Sites or AEM Forms
Asset Share	Per Package	AEM Assets Enterprise
Development (QA) Instance	Per Deployment	AEM Sites, AEM Assets or AEM Forms
Dynamic Media	Page Views per month	AEM Sites or AEM Assets

(On-demand Services)		
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**Add-ons: Product Limitations**

**AEM Assets for Sites/Forms.** AEM Assets for Sites/Forms Deployments may only be added to an AEM Deployment where an AEM Sites Managed Services Basic or Enterprise Base Package or an AEM Forms Managed Services Basic or Enterprise Base Package has been licensed. AEM Assets for Sites/Forms Deployments include:

- a Minimum Uptime Percentage equivalent to the Minimum Uptime Percentage of the production environment of the AEM Sites Managed Services Base Package or AEM Forms Managed Services Base Package to which AEM Assets is being added;
- a 2 vCPU increase in the production environment Author Instance and a 2 vCPU increase in the non-production environment Author Instance of the AEM Sites Managed Services Base Package or AEM Forms Managed Services Base Package to which AEM Assets is being added;
- up to the total number of Concurrent Users authorized in the AEM Sites Managed Services Base Package to which AEM Assets is being added or up to 40 Concurrent Users if AEM Assets is being added to an AEM Forms Managed Services Base Package;
- up to 1 terabyte of Managed Services asset storage;
- up to 3 terabytes of backup;
- a Service Tier equivalent to the Service Tier of the production environment of the AEM Sites Managed Services Base Package or AEM Forms Managed Services Base Package being to which AEM Assets is being added; and
- the following Bundled On-demand Services:
  - use of Brand Portal for up to 200 Brand Portal Users and up to 1 terabyte of On-demand Storage;
  - use of Smart Content Services; and
  - use of the Adobe Analytics Essentials Distributed Code on any Customer Site for the sole purpose of monitoring the use of Customer Content managed within AEM Asset Managed Services.

**Asset Share.** Asset Share Packages may only be added to an AEM Deployment where an AEM Assets Managed Services Enterprise Base Package has been licensed. Asset Share includes the use of AEM Sites functionality only for the construction of a custom media portal to facilitate the distribution of Customer's digital assets stored within AEM Assets to internal and external groups.

Asset Share Packages include:

- 1 Extra-Large Publish Instance and, as necessary, 1 Dispatcher Instance for use in the production environment; and
- 1 Extra-Large Stage Instance designated as a Publish Instance and, as necessary, 1 Stage Instance designated as a Dispatcher Instance for use in the non-production environment.

**Development (QA) Instance (AEM:MS Dev/QA).** Development (QA) Instances may only be added to the non-production environment of an AEM Deployment where an AEM Sites/Assets/Forms Managed Services Base Package has been licensed, and may not be used independently to perform any features or functions of AEM Managed Services.

**Dynamic Media.** Dynamic Media may only be added to an AEM Deployment where an AEM Sites Managed Services Base Package or an AEM Assets Managed Services Base Package has been licensed. Dynamic Media is provided with 1 terabyte of aggregate on-demand storage. Access to some of the features and functionality included in Dynamic Media may be provided through alternate interfaces, which may be branded as Adobe Scene7 or Dynamic Media Classic. Adobe may, at its sole discretion, update the branding of the alternate interfaces and consolidate such features and functionality into a single access interface. When Dynamic Media is licensed as an add-on to AEM Sites Managed Services, Customer may access and use AEM Assets Managed Services within the AEM Sites Managed Services environment only for Customer Content to be delivered by Dynamic Media.

**DEFINITIONS**

**Activities** means Page Views or API Calls made to the AEM Sites Managed Services to deliver content or data to the Customer Site. Each Page View or each quantity of five API Calls will be counted as one Activity. Activities do not include calls to a content delivery network.

**Adobe Analytics Essentials** means, for customers without a license to Adobe Analytics that have not licensed a HIPAA-ready deployment of AEM Managed Services, use of the (i) Adobe Analytics Essentials Distributed Code as detailed in the definition of the applicable AEM Managed Services Base Package and (ii) reporting functionality available within the applicable AEM Managed Services Base Package. Use of Adobe Analytics Essentials across AEM Managed Services is limited to 150 million Primary Server Calls per month (i.e., if Customer has multiple Adobe Analytics Essentials deployments across AEM (e.g., Sites Managed Services, Assets Managed Services and Forms Managed Services) Customer is limited to a cumulative 150 million Primary Server Calls per month across all such deployments (e.g., 150 million Primary Server Calls per month spread across Customer's Sites Managed Services, Assets Managed Services and Forms Managed Services).



Adobe Analytics Essentials deployments)). No access to the Adobe Experience Cloud user interface, or use of any associated functionality, is included with Adobe Analytics Essentials.

Customer Data collected by Adobe Analytics Essentials is stored outside of AEM Managed Services in an On-demand Services environment, although Customer Data may be replicated and stored within AEM Managed Services to facilitate reporting within AEM Managed Services.

**Adobe Experience Targeting** means, for customers without a license to Adobe Target that have not licensed a HIPAA-ready deployment of AEM Managed Services, use of the Adobe Experience Targeting Distributed Code as detailed in the definition of the applicable AEM Managed Services Base Package and the Adobe Experience Targeting rules-based targeting functionality available within the applicable AEM Managed Services Base Package, for up to 150 million Page Views per month (i.e., if Customer has multiple Adobe Experience Targeting deployments across AEM Sites Managed Services and Forms Managed Services Customer is limited to a cumulative 150 million Page Views per month across all such deployments (e.g., 150 million Page Views per month spread across Customer's Sites Managed Services and Forms Managed Services Adobe Experience Targeting deployments)). No access to the Adobe Experience Cloud user interface, or use of any associated functionality, and no A/B testing functionality is included with Adobe Experience Targeting.

Customer Data collected by Adobe Experience Targeting is stored outside of AEM Managed Services in an On-demand Services environment.

**AEM Deployment** means an independent Author Instance or linked cluster of Author Instances, with any number of connected Publish Instances.

**AEM Sites Performance Guardrail** means each production environment Publish Instance included with AEM Sites Managed Services Enterprise may support up to 20 million Activities per month based on normalized traffic patterns and reasonable Customer Customizations. If Activities increase beyond normalized traffic patterns in a way that threatens system performance, Adobe will make reasonable efforts to support excess traffic. However, Adobe will not be responsible for any performance degradation due to such increase in Activities beyond normalized traffic patterns or quantity and quality of Customer Customizations. Customers who consistently exceed the AEM Sites Performance Guardrail may elect to license additional capacity to avoid performance degradation. Customer may exceed the AEM Sites Performance Guardrail if system performance is not adversely affected.

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

**API Call** means an HTTP application program interface (API) request to get or change data made by an application that is using an HTTP client to make the request.

**Author Instance** means the environment where Users can enter and manage the content of Customer's website. All Author Instances are Large Instances unless otherwise designated as Extra-Large Instances.

**Backup** means the total combined backup space available for each AEM Deployment.

**Brand Portal** means the Brand Portal On-demand Service. Brand Portal On-demand Services-based storage is counted as part of Customer's total storage.

**Brand Portal User** means an individual who may use or access the Brand Portal user interface. Brand Portal Users licenses 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.

**Bundled On-demand Services** means any one, or combination of, the following, as detailed in the description of the applicable AEM Managed Services Base Package:

- Analytics Essentials;
- Brand Portal;
- Experience Targeting; or
- Smart Content Services.

Bundled On-demand Services operate in multitenant environments outside of the Managed Services environment. As a result, the Bundled On-demand Services are not provided under the Minimum Uptime Percentage of the associated Managed Services and are not subject to any other Managed Services infrastructure-related, backup, storage, encryption, data retention, or support obligations set forth in this Agreement. Bundled On-demand Services are not HIPAA-ready or FedRAMP-ready and must not be used in conjunction with data or processes requiring HIPAA or FedRAMP protections.

**Concurrent Users** means the number of Users simultaneously accessing the production environment Author Instance(s) of the Managed Services. The out-of-the-box, non-customized AEM Managed Services have been scoped to support a specified number of Concurrent Users (as detailed in the description of the Products and Services) based on the average User-driven load placed on the production environment Author Instance(s) of the Managed Services. If the number of Concurrent Users at any point exceeds the number of Concurrent Users specified in the description of the applicable Products and Services, or Customer's average User-driven load placed on the production environment Author Instance(s) of the Managed Services exceeds Adobe's pre-scoped average, Customer may experience

performance limitations. If Customer's average User-driven load placed on the production environment Author Instance(s) of the Managed Services is less than Adobe's pre-scoped average, Customers' AEM Managed Services deployment may support more than the specified number of Concurrent Users (as detailed in the description of the Products and Services).

**Customer Enablement Engineer** means a pooled resource that may answer questions regarding Managed Services best practices from up to 10 named Customer technical support contacts for up to 90 total hours of Customer Enablement Engineer time per year, unless otherwise set forth in a Sales Order. Adobe provides no specific response times in association with a Customer Enablement Engineer.

**Customer Success Engineer** means a resource that may answer questions from a maximum of 10 named Customer technical support contacts regarding the initial implementation of the Managed Services, the upgrade process, and Managed Services best practices. Such Customer Success Engineer will be available from 9am to 5pm Monday through Friday in the time zone where the Customer's Customer Success Engineer is located. Adobe provides no specific response times in association with a Customer Success Engineer.

**Development (QA) Instance** means the non-production environment for performing development functions such as designing, coding, testing and quality assurance. All Development (QA) Instances are Large Instances.

**Dispatcher Instance** means the environment for the caching or load balancing tool for a dynamic web authoring environment. For caching, the Dispatcher Instance works as part of an HTTP server that caches as much of the static website content as possible and accesses the website's layout engine as infrequently as possible. In a load-balancing role, the Dispatcher Instance distributes load across different clustered Instances. All Dispatcher Instances are Large Instances.

**Extra-Large Instances** means an allocation of 4 vCPUs.

**Instance** means:

- (a) for Managed Services deployments, one copy of AEM Managed Services running on one Computer; and
- (b) for On-premise Software deployments, one copy of the On-premise Software instantiated and running within a java virtual machine process on one physical Computer or virtual environment.

Each Instance can be designated as either an Author Instance or Publish Instance, but each will be counted separately as one Instance.

**Large Instance** means an allocation of 2 vCPUs.

**Media Library** means the following functionalities available in AEM Assets for use at the individual digital asset level: storage of ready to use digital assets in support of Customer's web content management system; managing metadata properties under the Properties Basic tab; accessing the Timeline features (including viewing Comments, managing asset Versions, starting Workflows and viewing Activities); adding comments via the Annotate icon; managing static Renditions; for web and digital usage. Use of any other features of AEM Assets requires a full AEM Assets license.

**Network I/O** means the total combined input and output traffic, to and from the given cloud region, for each AEM Deployment. There is no limit on the transmission of information that does not depart the regional cloud and is instead terminated at another server within the regional cloud.

**Page View** means a single view of an email or web page of an internet site, including application screen views, application screen states, mobile web pages, and social network pages. Page Views are counted when a web page is loaded or refreshed, an application is loaded, or when content renders or is shown through an opened or viewed email, and it triggers activity at the origin service.

**Primary Server Call** means each page view, exit link, download, customer link, or other event on the Customer Site(s) to the extent that Customer tags, allows to be tagged, or causes to be tagged such page views, exit links, downloads, custom links, and other events for purposes of accessing and using Adobe Analytics Essentials. Each tagged page view, exit link, campaign container request, download, custom link, or other event will be counted as one Primary Server Call. If applicable, each row of data imported from offline sources will be counted as one Primary Server Call.

**Publish Instance** means the environment that makes content available to Customer's intended audience. All Publish Instances are Large Instances unless otherwise designated as Extra-Large Instances.

**Secondary Server Call** means each duplicate page view, exit link, download, custom link, or other event on the Customer Site(s) to the extent that Customer enables multi-site tagging or real-time segmentation of Customer Data using VISTA rules (Visitor Identification, Segmentation, and Transformation Architecture) on such Customer Site(s).

**Service Tier** means

Features	Tier 1	Tier 2
Access to a Customer Enablement Engineer	up to 90 hrs/yr	
Access to a Customer Success Engineer		X
Self-service automation	X	X
24/7 user support & monitoring	X	X
Patches & upgrades	X	X
Backup, restore & disaster recovery	X	X
Pre-configured installation	X	X
Onboarding call for customers & partners	X	X

Best practice coaching		X
Go-live readiness & upgrade coaching		X
Dedicated launch day support	As requested	X
Customized monitoring		X
System architecture customization support		X
Ongoing code deployment with managed code repository		X
Ongoing performance tuning & production customization support		X
Managed scheduled maintenance		X
Production administration		X

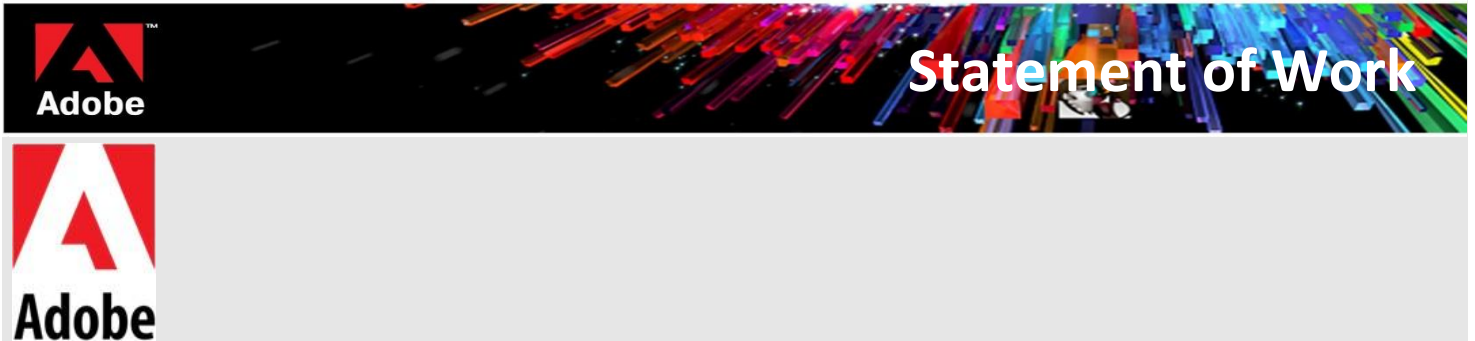
**Smart Content Services** means the Smart Content Services On-demand Service. Customer may elect to send its tagged images to Smart Content Services for processing. Customer acknowledges that such processing will enable Smart Content Services to learn and more closely replicate Customer's tagging methodology when processing future images.

**Stage Instance** means the non-production environment used to validate content changes before being applied in the production environment. All Stage Instances are Large Instances unless otherwise designated as Extra-Large Instances.

**Storage** means the total combined storage available, at any one time, for all active data in each AEM Deployment. Storage may include object storage and solid-state drive storage as necessary for the efficient operation of the Managed Services at a ratio specified solely by Managed Services standard operating procedure.

**User** has the meaning set forth in the General Terms, but also includes individuals who may access the Products and Services programmatically (such as through the use of an API) for any purpose.

## EXHIBIT F



STATEMENT OF WORK ELI LILLY PHASE 0 + PHASE 1 (BUILD/OPERATE) – DR2594315

## PRODUCTS AND SERVICES

The Professional Services described in this SOW apply only to the following Product and Services:

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Adobe Experience Manager | <input type="checkbox"/> Adobe Analytics | <input type="checkbox"/> Adobe Media Optimizer     |
| <input type="checkbox"/> Adobe Social                        | <input type="checkbox"/> Adobe Target    | <input type="checkbox"/> Adobe Campaign            |
| <input type="checkbox"/> Adobe Audience Manager              | <input type="checkbox"/> Adobe Primetime | <input type="checkbox"/> Adobe Experience Platform |

## I. OBJECTIVE

Adobe Consulting Services proposed a foundational roadmap for the implementation, full adoption, and scale of Adobe Experience Manager (AEM) Sites & Assets core functionality (workflow, authoring, and asset management) for Eli Lilly's (herein referred to as Customer) Intelligent Modular Content Ecosystem. Under this Statement of Work, Adobe Consulting Services will focus on Phase 0 and Phase 1, which are part of a multi-phase program. Phase 0 and Phase 1 place a heavy emphasis on implementing and operationalizing the AEM solution. Adobe will provide project management and a designated Adobe Client Partner to provide advisory oversight during the engagement. The high-level goals for each phase will include:

- **Phase 0: Solution Design:** During this phase, Adobe will focus primarily on leading Phase 0 of a multi-phase program with heavy emphasis on designing and planning the overall solution. A project plan, mutually agreed to between Customer Adobe, and strategy partner, will be created at the start of the engagement detailing the activities to be performed during the engagement. This will form the foundation for the future solution. The high-level goals for this engagement will be:
  - Define Customer business and technical requirements. Establish a high-level plan to deliver the requirements. Design an enterprise content & asset management platform with an eye towards omni-channel delivery and personalization as Customer's digital marketing capabilities mature and grow over-time.
  - Streamline solution workflow capabilities with simplified and swift approval process leveraging a Lilly chosen partner to improve go to market for brands, materials, and experiences.
- **Phase 1: Build/Operate:** In this phase, Adobe, in partnership with Customer and strategy partner, will set up the foundational instance of AEM and configure the custom integration with Veeva Promomat. The high-level goals for this phase will be:
  - Build the solution as defined in Phase 0.
  - Launch, configure, and rollout the solution for two (2) Health Care Practitioner (HCP) brands.
  - Stabilize the solution and processes for the two (2) HCP brands.

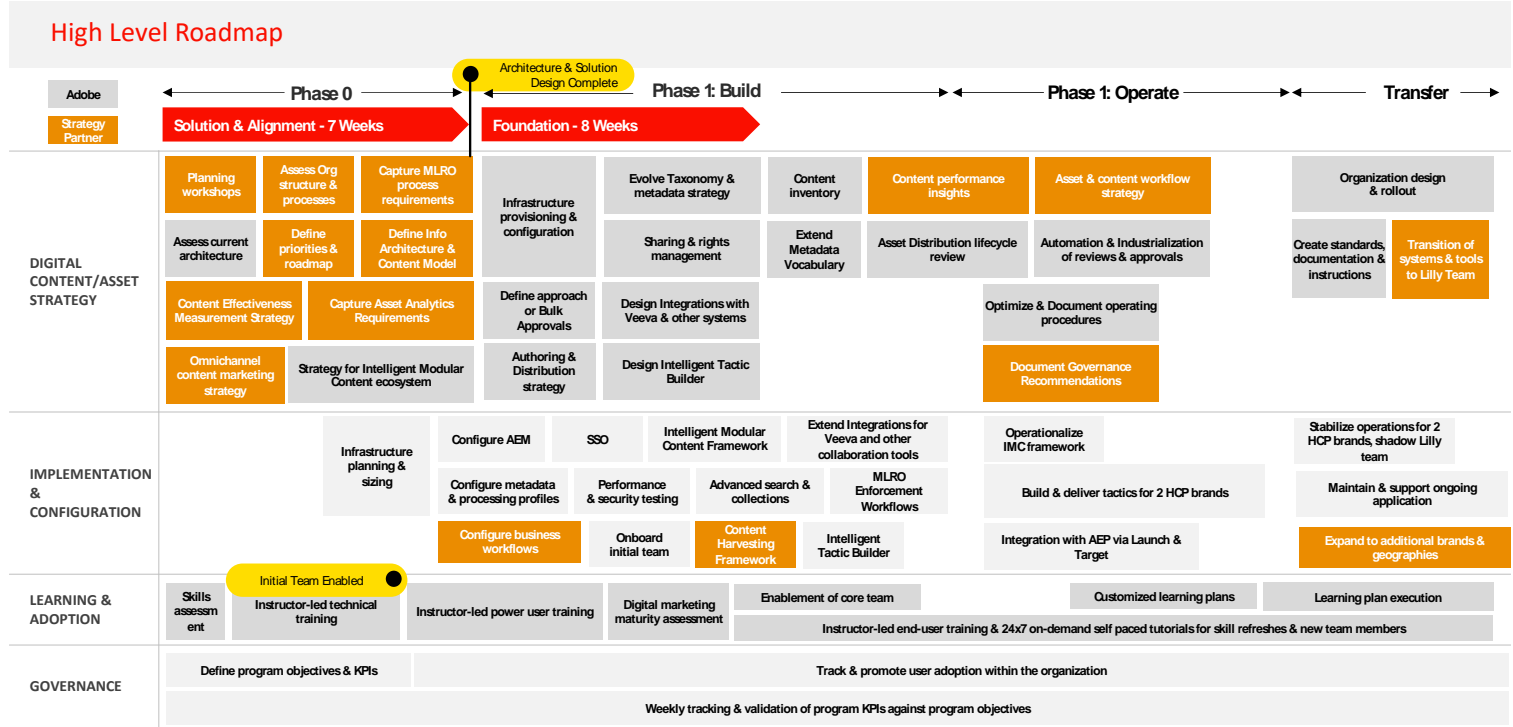
- **Phase 2 (out of scope for this SOW): Transfer:** In this phase, Adobe will create documentation, provide training and enablement, and transition the solution to the Customer team.

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This engagement *is estimated* to last for approximately 10-12 months.

## II. ROADMAP & ACTIVITIES



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### Phase 0: Solution Design

During this phase, Adobe will conduct discovery, define strategy, and refine architecture for the multi-phase program with heavy emphasis on designing and planning the overall solution. The high-level activities for this phase will include:

- 1.1 Define business and technical requirements: Elicit the objectives, Key Performance Indicators (KPIs), and requirements. Establish a high-level plan to deliver the requirements.
- 1.2 Design solution for the Intelligent Content Ecosystem: Architect and design an enterprise content & asset management platform with the intent to drive digital marketing capability maturity through omni-channel delivery and personalization at scale.
- 1.3 Streamline processes and workflows: Streamline workflow capabilities with simplified and swift approval process leveraging Veeva Vault. Resulting in faster go to market with new material, brands, and experiences.
- 1.4 Organization readiness: Identify various roles and responsibilities needed to operate the solution. Provide a familiar, consistent, and easy for all approach that customer marketing stakeholders/partners can leverage to drive swift and heavy adoption.

#### I. Digital Content/Asset Strategy Section 1.01

Work streams	Activities	Primary outputs	Dependencies and Customer Responsibilities
Project Kickoff	<ul style="list-style-type: none"> <li>Adobe will begin the engagement with a project kickoff session.</li> <li>Provide Adobe team introductions, review the details of the project.</li> </ul>	<ul style="list-style-type: none"> <li>Project kick-off deck and meeting.</li> <li>Project Governance model.</li> <li>Initial findings, notes, and</li> </ul>	<ul style="list-style-type: none"> <li>Customer team will ensure correct stakeholders are involved, available and informed from all key team which could potentially impact the project.</li> </ul>

Work streams	Activities	Primary outputs	Dependencies and Customer Responsibilities
		observations.	<ul style="list-style-type: none"> <li>Customer will provide review and input on governance model prior to formal kick-off meeting.</li> <li>Customer will have aligned internal stakeholders to project and SOW prior to kick-off.</li> <li>List of business and IT stakeholders that will participate in discovery and design sessions.</li> <li>Customer Stakeholders involved: Business, Technical</li> </ul>
Planning & Discovery workshops	<ul style="list-style-type: none"> <li>Conduct stakeholder discovery to understand Customer's objectives and alignment to business goals.</li> <li>Align on Customer persona definition and prioritization.</li> <li>Assess the content ecosystem and the expectations for the Intelligent Modular Content capabilities of the platform.</li> <li>Assess the content creation, review, and approval lifecycle including the Medical, Legal, Regulatory and, other mandatory reviews that the platform should support.</li> </ul>	<ul style="list-style-type: none"> <li>Persona types and their expectations and objectives.</li> <li>List of tension points between content upload and approval process.</li> <li>Behavior analysis of identified personas.</li> <li>Agreed-upon persona prioritization.</li> <li>Prioritized roadmap.</li> <li>Intelligent Modular Content Strategy.</li> </ul>	<ul style="list-style-type: none"> <li>Customer actively participates in discovery activities.</li> <li>Customer participation to review and finalize output.</li> <li>Customer to provide any pre-reads in advance of sessions.</li> <li>Customer prepared with dependencies that could impact timeline for project.</li> <li>Primary stakeholder review on output.</li> <li>Following items are considered out of scope: <ul style="list-style-type: none"> <li>Capture MLRO process requirements</li> <li>Define strategy for bulk content review</li> <li>Content Effectiveness measurement strategy</li> </ul> </li> </ul>
Assess & Define Architecture and Solution Design	<ul style="list-style-type: none"> <li>Gather high-level business and technical goals, and requirements.</li> <li>Gather non-functional requirements.</li> <li>Define the information architecture, content model and metadata taxonomy necessary for the Intelligent Modular Content ecosystem.</li> <li>Define the approach for content harvesting from existing content materials.</li> <li>Design the approach for Intelligent Tactic Builder to create modular content elements.</li> <li>Design the initial templates, content modules, and tactic builders considering the MLRO enforcement and other business rules</li> <li>Define the content authoring and distribution strategy.</li> <li>Review existing and future integration requirements and provide recommendations.</li> <li>Participate in foundation architecture discussions.</li> <li>Define high level architecture.</li> <li>Define initial set of workflows.</li> <li>Define detailed scope and success parameters for implementation, setup, and configuration.</li> <li>Prioritize and elaborate requirements for implementation sprint planning.</li> </ul>	<ul style="list-style-type: none"> <li>Project charter.</li> <li>Business requirements document (BRD).</li> <li>High-level project and sprint plan.</li> <li>Solution design documents (3): <ul style="list-style-type: none"> <li>Technical requirements</li> <li>System workflow diagrams</li> <li>Logical and physical architectures</li> </ul> </li> <li>Implementation sprint plan.</li> <li>Migration plan.</li> <li>UAT plan.</li> <li>Updated program plan for Phase 1 with revisions to scope, effort, timing, and cost, if applicable.</li> <li>Architecture &amp; High-level design specification document.</li> </ul>	<ul style="list-style-type: none"> <li>Access to business and IT stakeholders for interviews and requirements definition and review.</li> <li>Availability of product owner for requirements prioritization and review.</li> <li>Revisions to scope may increase project duration or costs.</li> <li>Access to stakeholders for program review to review scope, plan and review any required changes.</li> <li>Following items are considered out of scope: <ul style="list-style-type: none"> <li>Design of content approval flows that enforce MLRO and other process requirements</li> <li>Design for content analytics &amp; personalization capabilities</li> </ul> </li> <li>Customer provides business requirements, including, but not limited to, approval workflows, UX design, and external system integrations.</li> </ul>

Work streams	Activities	Primary outputs	Dependencies and Customer Responsibilities
	<ul style="list-style-type: none"> <li>Create the program plan for all the phases including Build &amp; Operate phases</li> <li>Create user acceptance testing (UAT) approach and plan.</li> </ul>		
Business Processes & Workflow Definition	<ul style="list-style-type: none"> <li>Design approaches for handling automated bulk approval mechanisms or the modular content.</li> <li>Design integrations with Veeva Vault system for the MLRO reviews.</li> <li>Identify all the actors in the workflows and define the RACI matrix.</li> </ul>	<ul style="list-style-type: none"> <li>New potential work streams.</li> <li>Process and tool adoption KPIs.</li> <li>Process document for leveraging AEM to send bulk content to Veeva PromoMats for approval.</li> </ul>	<ul style="list-style-type: none"> <li>Customer shares current processes and allows access for consultant to observe/review.</li> <li>Strategy components (out of scope) are available or complete for Adobe.</li> <li>Workflows will be based off requirements at this time and may evolve over time.</li> <li>Following strategy components are out of scope: <ul style="list-style-type: none"> <li>Identify business processes that can be improved/replaced with new technology stack.</li> <li>Document new/improved processes.</li> <li>Industry POV on MRLO best practices.</li> <li>Consolidation &amp; Standardization of Business workflows across all of Customer Brands.</li> <li>Defining Governance Model</li> </ul> </li> </ul>

#### Phase 1: Build

During this phase, Adobe will focus on the Build aspect of the Intelligent Content Ecosystem solution, with heavy emphasis on implementing the overall solution. The high-level goals for this phase will be to design and build the solution and its sub-systems to realize the vision of Intelligent Modular Content Ecosystem.

#### I. Digital Content/Asset Strategy

Work streams	Activities	Primary outputs	Dependencies and Customer Responsibilities
Detailed Technical Architecture & Design (Refinement from High Level Solution Design in Phase 0)	<ul style="list-style-type: none"> <li>Design Activities for asset management including Groups/Permissions, Folder Structure, Metadata Profiles, Renditions, Search Facets.</li> <li>Define system architecture for the Intelligent Modular Content ecosystem.</li> <li>Design the Content Authoring modules including templates, components, and fragments.</li> <li>Review existing and future integration requirements.</li> <li>Define initial set of workflows for Content distribution across target channels to personalize experiences on the target channels.</li> <li>Design the approach &amp; process for efficient Tactic production.</li> <li>Identify the tactics and content to be implemented that are part of the first two brands.</li> <li>Identify the content types for Content Harvesting implementation and design the system to extract</li> </ul>	<ul style="list-style-type: none"> <li>High Level System Architecture.</li> <li>Solution integration design.</li> <li>Initial catalog of components.</li> <li>Initial list of templates, components and related variations.</li> <li>Solution design documents.</li> <li>Integration points and interfaces.</li> <li>Data flow diagrams for customer data attributes across channels.</li> <li>Prioritized user stories and definition of done.</li> <li>Technical design.</li> <li>Workflow diagrams.</li> <li>Tactic production and bulk approval process document.</li> </ul>	<ul style="list-style-type: none"> <li>Customer actively participates in architecture &amp; design activities.</li> <li>Availability of product owner to prioritize requirements and review the sprint.</li> <li>Customer participation to review and finalize output.</li> <li>Primary stakeholder review on output.</li> </ul> <p>Following items are considered out of scope:</p> <ul style="list-style-type: none"> <li>Vault Configuration Report for the implementation of the Application</li> <li>Architecture and requirements for the integration between Veeva PromoMats and other applications</li> </ul>



	<p>content from existing artifacts of the identified content types.</p> <ul style="list-style-type: none"> <li>• Design the Content Authoring modules including templates, components, and fragments.</li> <li>• Design the bulk approval system that includes the workflows, automation, MLRO enforcement, and other business rules that drive the workflows.</li> </ul>		
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## II. Implementation & Configuration

Work streams	Activities	Primary outputs	Dependencies and Customer Responsibilities
Assets Foundation Implementation	<ul style="list-style-type: none"> <li>• Configuration Activities: <ul style="list-style-type: none"> <li>• Groups/Permissions</li> <li>• Folder Structure</li> <li>• Metadata/Processing Profile</li> <li>• Search Facets</li> <li>• Create Asset Taxonomy</li> <li>• Configure asset upload system workflow</li> <li>• Define Asset Lifecycle flow</li> <li>• Enable AEM Asset Features in the AMS environment</li> <li>• SSO via SAML2</li> <li>• Renditions/Versioning configuration</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Develop Customer DAM Strategy based on governance, lifecycle ideation, creative workflow ideation, and integration ideation</li> <li>• Assets Foundation configured leveraging OOTB features</li> <li>• Design Migration Strategy to create automated migration scripts</li> <li>• Test migration for up to 50 GB of assets</li> <li>• Configurations Renditions/versioning, initial group/security settings</li> </ul>	<ul style="list-style-type: none"> <li>• Customer to provide Adobe Consulting with access to their Experience Cloud.</li> <li>• Customer will identify a project manager resource that will be responsible for working with Adobe on an ongoing basis.</li> <li>• Customer's resources will provide timely responses to requests from Adobe.</li> <li>• Customer performs Security and Penetration testing as required</li> <li>• Customer performs Content Migration from existing systems to AEM Assets solution for all remaining assets beyond 50 GB tested assets</li> <li>• Adobe will support customer migration of initial 500 GB of assets</li> <li>• SSO requires customer devops team for installation of certs &amp; troubleshooting</li> <li>• Customer reviewed migration completed before Launch</li> <li>• Customer will perform User Acceptance Testing</li> <li>• Customer supports the change management required to move users to new DAM solution</li> </ul>
Foundation Extension	<ul style="list-style-type: none"> <li>• Develop the AEM templates, components, and fragments necessary for the efficient Tactic production of the two brands identified.</li> <li>• Develop and test the automation scripts for Content Harvesting to extract content from existing artifacts of the types identified in the design phase.</li> <li>• Develop extension (if needed) and test the integration with Veeva Vault Promomats (VVP) system for MLRO reviews leveraging Veeva connector plugin.</li> <li>• Develop and test the bulk approval workflow system including the MLRO enforcement &amp; other business rules.</li> <li>• Implement the publish workflows for Content distribution across identified (from Phase 0) channels.</li> </ul>	<ul style="list-style-type: none"> <li>• 7 Templates.</li> <li>• 10 Components.</li> <li>• 7 Fragment Models.</li> <li>• 2 Workflow models.</li> <li>• 3 services for Integrations.</li> <li>• Content harvesting scripts &amp; framework.</li> <li>• Updated sprint project plan.</li> </ul>	<ul style="list-style-type: none"> <li>• Customer to provide Adobe Consulting with access to their Experience Cloud</li> <li>• Availability of application SMEs that integrate with Adobe products.</li> <li>• Customer will own any changes to the existing interfaces or existing systems based on integration architecture and will complete changes.</li> <li>• Following items are considered out of scope: <ul style="list-style-type: none"> <li>• Vault Configuration Report for the implementation of the Application</li> <li>• Architecture and requirements for the integration between Veeva PromoMatand other applications</li> <li>• Configuration of the Analytics and Personalization tools</li> <li>• Integration with VVP is based on the high-level sequence diagram provided in the Appendix.</li> <li>• Customer will provide front-end code, including HTML, CSS, and JavaScript</li> </ul> </li> </ul>

Final QA	<ul style="list-style-type: none"> <li>• Execute test scripts and perform final QA and regression testing.</li> <li>• Document and resolve remaining issues.</li> <li>• Support Customer during UAT.</li> <li>• Conduct performance testing.</li> </ul>	<ul style="list-style-type: none"> <li>• Test Strategy.</li> <li>• Test plan and test cases.</li> <li>• QA leadership.</li> <li>• Performance Testing.</li> <li>• Testing results review.</li> <li>• Final defect prioritization.</li> </ul>	<ul style="list-style-type: none"> <li>• Customer team will closely collaborate on the QA strategy &amp; plan</li> <li>• Customer team will provide inputs for creating the Performance Test plans</li> <li>• Customer team will create the UAT plan and carry out UAT with assistance from Adobe teams.</li> <li>• Delays in UAT may impact the scope and timeline for work.</li> </ul>
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### Phase 1: Operate

During this phase, Adobe will focus the Operate aspect of the Intelligent Content Ecosystem solution, with heavy emphasis on operationalizing the overall solution. The high-level goals for this phase will be to Launch, configure, and rollout the solution for two (2) HCP brands, as well as stabilize the solution and processes.

#### I. Implementation & Configuration

Work streams	Activities	Primary outputs	Dependencies and Customer Responsibilities
Production environment setup	<ul style="list-style-type: none"> <li>• Deploy application and implementation code/content into Production environment.</li> <li>• Setup configuration entities.</li> </ul>	<ul style="list-style-type: none"> <li>• Handover of environment configuration and requirements to Customer and Managed Services team.</li> </ul>	<ul style="list-style-type: none"> <li>• Delays in availability of people or resources may impact scope of work and implementation costs.</li> <li>• Customer to identify their respective Managed Services lead.</li> </ul>
Performance optimization	<ul style="list-style-type: none"> <li>• Creation and execution of performance test scripts.</li> <li>• Tune the implemented systems based on the results of performance testing.</li> </ul>	<ul style="list-style-type: none"> <li>• Performance NFRs.</li> <li>• Performance testing results.</li> </ul>	<ul style="list-style-type: none"> <li>• Defining NFRs (current number of users, average asset size, assets uploaded per hour, etc.).</li> <li>• Performance tests will be run on production-like test environment. Customer will populate with test data, sample assets, login credentials, dummy integrations, etc.</li> </ul>
Support the launch the solution for 2 HCP Brands	<ul style="list-style-type: none"> <li>• Support Customer team to build all the tactics for the 2 brands identified for the initial phase.</li> <li>• Support the running the tactics through the bulk approval workflow system that includes the MLRO and other mandatory reviews.</li> <li>• Publish the approved tactics to the target channels prepared for the launch.</li> </ul>	<ul style="list-style-type: none"> <li>• Cutover checklist.</li> <li>• Roll back checklist.</li> <li>• Production launch.</li> </ul>	<ul style="list-style-type: none"> <li>• All content authoring, tactic building, and other activities for going through reviews will be owned by Customer team</li> <li>• Key stakeholders from Customer required for managing the cutover process along with assistance from Adobe.</li> <li>• Owning and driving cut over plan with support from Adobe.</li> <li>• Perform a security test as required by hosting and infrastructure team.</li> <li>• Customer IT involvement for network and infrastructure cutover support.</li> <li>• Customer is responsible for final QA and before launching to the larger team</li> <li>• Customer is responsible to author, approve, and publish content in time for the planned launch</li> </ul>
Operationalize & Stabilize the solution	<ul style="list-style-type: none"> <li>• Monitor the systems and processes during the launch of the two HCP brands.</li> <li>• Update and optimize configurations and processes for performance and efficiency.</li> <li>• Fix defects and optimize functionalities of the solution.</li> </ul>	<ul style="list-style-type: none"> <li>• Updated SOPs and documentation for solution maintenance.</li> <li>• Operations and performance metrics.</li> <li>• Defect fixes and configuration updates.</li> </ul>	<ul style="list-style-type: none"> <li>• Customer will provide a core team that will get enabled and will closely collaborate with Adobe team on all aspects of the solution operations.</li> <li>• Customer will ensure that the team identified is already trained and enabled on the Adobe products before they participate in the tasks of the Operate phase.</li> </ul>
Documentation	<ul style="list-style-type: none"> <li>• Create configuration &amp; maintenance runbooks for the system</li> </ul>	<ul style="list-style-type: none"> <li>• Documentation, SOPs &amp; best practices</li> </ul>	<ul style="list-style-type: none"> <li>• Customer team will provide timely reviews, feedback on the documentation.</li> </ul>

Work streams	Activities	Primary outputs	Dependencies and Customer Responsibilities
	<ul style="list-style-type: none"> <li>Establish Standard Operating Procedures (SOPs) for all the sub systems of the solution.</li> </ul>		
Enablement & Training	<ul style="list-style-type: none"> <li>Develop authoring guides.</li> <li>Create deployment and configuration guides for the solution.</li> <li>Conduct deskside coaching on the operations of the solution for the customer team.</li> </ul>	<ul style="list-style-type: none"> <li>Training documentation for the solution configuration &amp; operation.</li> <li>Deskside &amp; remote sessions (up to ten (10) hours) for identified core team.</li> </ul>	<ul style="list-style-type: none"> <li>Customer will collaborate with Adobe team to schedule these enablement sessions.</li> <li>Customer will provide the necessary resources required to deliver these enablement sessions to the core team.</li> </ul>

#### Phase 0 & 1: Program Governance

Work Streams	Activities	Primary outputs	Dependencies and Customer Responsibilities
Governance	<ul style="list-style-type: none"> <li>Project management, requirements gathering, and planning.</li> <li>Coordinate and facilitate communication and activities across the Adobe and Customer project teams.</li> <li>Budget, hours, and expense tracking – used and remaining.</li> <li>Risk mitigation plan.</li> <li>Outline success criteria at each stage and phase of the project.</li> <li>Tracking and communicating on key phases.</li> </ul>	<ul style="list-style-type: none"> <li>Project plan and schedule.</li> <li>Weekly updates, status reports &amp; budget burn down chart.</li> <li>Issues and risks log with mitigation plans.</li> </ul>	<ul style="list-style-type: none"> <li>Customer to provide a dedicated program manager for the project.</li> <li>Customer to provide access to project management practices followed by current teams.</li> <li>Access to any tools and technologies Customer uses for large scale project management, requirements management, and development coordination provided prior to the beginning of discovery.</li> </ul>

#### Project Controls

Changes in scope and timeline could impact budget and ability to deliver work within the contracted hours. Changes, and impact of those changes, will be evaluated between Adobe and Customer for resolution.

#### *Change Requests*

#### **Change Request Process**

Changes to the scope of the Professional Services defined in this SOW and the accompanying attachments will only be made in accordance with the following procedure:

- the Party requesting a change to the attachment must submit a written change request describing the proposed change (“**Change Request**”) to the other Party in accordance with the provisions of this clause (**Change Request Process**);
- if Customer is the requesting Party, Adobe will respond in writing to Customer following receipt of the Change Request, outlining the key impacts of the requested change to the outputs, Professional Services, delivery schedule and fees, and any other conditions upon which Adobe’s willingness to accept the Change Request may depend (the “**Adobe Change Request Response**”).
- If Adobe provides a Change Request to Customer (“**Adobe Change Request**”), then within such Adobe Change Request, Adobe will outline the key impacts of the requested change to the outputs, Professional Services, delivery schedule and pricing, and any other conditions that would apply; and
- Customer must accept, reject or propose modifications to an Adobe Change Request or Adobe Change Request Response within 14 days following receipt by Customer. Additional modifications proposed by Lilly as part of such response will be accepted or rejected by the Parties in accordance with the process set out in this clause for any Change Request to be final, it must be documented via an amendment Sales Order to this Agreement.

Any additional Professional Services to be performed by Adobe arising from the Change Request Process must be agreed in writing between the Parties via an amendment Sales Order or new Sales Order and may be subject to additional fees which will be quoted in the applicable Adobe Change Request Response or Adobe Change Request.

### III. TEAM STRUCTURE

**The Adobe Team:** The team assigned to perform the Professional Services described in this SOW consists of the following resources:

- (a) Client Partner: Executive delivery leader is responsible for ensuring the overall success of the program, including focus on proper delivery strategies and processes, executive level communications such as steering committee meetings, oversees all consulting activities and resources. Works directly with the Project Manager and the customer stakeholders to ensure program is tracking to stated business objectives.
- (b) Project Manager: Ensures focus on project outputs and provides project reports to client and internal teams. They are an escalation point for output related issues and to remove obstacles to progress and the main point of contact for staffing issues, if any related to the account
- (c) Technical Architect: Highest level, senior AEM product expert. Provides technical governance and oversight, solution design and technical architecture with focus on quality, code reuse, optimal use of components, performance, and scalability.
- (d) DAM Strategist: Provides deep expertise in Content/Digital Asset Strategy, Library Science and Asset Management. Understands best practices to catalog and index content and assets to maximize findability and organization. Defines Metadata, Taxonomy, and Information Architecture to meet customer needs. Promotes Successful Asset and System Governance.
- (e) AEM Solution Analyst: Supports the conversation with the customer to translate the vision of the key customer stakeholder into leveraging AEM and other solutions to meet the requirements. Focuses on requirements gathering and definition based on Adobe Consulting's AEM Best Practices. Brings expertise in the use of the AEM platform to meet customer requirements based on personal and practice experience at other customers. Keeps with the constraints of the original timeline and budget.
- (f) AEM Scrum Master: Oversee day-to-day operations for the Development team. Defines and manages the development plan along with the Project / Tech Lead. Coordinate efforts for backlog grooming/story greening sessions.
- (g) AEM Tech Lead: Drives implementation of the solution based on accurate understanding and realization of customer's requirements. Provides coaching and leadership of the technical design to the Development Team. Enforces AEM development best practices. Leads the product configuration and development effort with focus on accuracy, quality, and velocity.
- (h) AEM Developer: Coding, technical design, documentation, code testing. Develops templates, UI components, workflows, etc. Work with customer technical team to deploy and configure Adobe products.
- (i) QA Lead: Lead overall QA strategy, test plan creation, and procedure. Assists with design approach, migration plans, and integration strategy. Develop test cases, write test programs, and perform testing. Ensure quality best practices are followed as part of each sprint. Orchestrate customer participation in testing activities
- (j) QA Engineer: Work with QA Lead and/or customer to develop test cases. Perform functional testing of AEM implementation and sign-off according to defined test plans. Assist with user acceptance testing
- (k) Performance Testing Engineer: Understand customer performance expectations and NFRs. Record/execute load test scripts. Analyze load test results and prepare reports.

#### **Customer & Strategy Partner Team**

- (a) Project Manager: Responsible for management of the project including User Acceptance Testing and Go Live activities.
- (b) Product Owner: Interface with the Adobe Project Manager and Customer stakeholders. Enabled to make decisions on behalf of the program to prioritize requirements and activities.

- (c) Enterprise Architect: Sets the direction and establishes the approach of an organization's operations. Works to integrate the organization's information applications and programs alongside Adobe team
- (d) Technical Architect/Dev: Responsible for any development that may be required outside of AEM to connect to AEM with external apps.
- (e) QA Resources: Reviewing quality specifications and technical design documents & provide feedback. Writing automating scripts for quality checks & prioritizing, planning and coordinating quality testing activities.
- (f) Network & Dev Ops Teams: Work with developers, project management, and the IT staff to oversee the code releases, also working alongside IT developers to facilitate better coordination among operations, development, and testing functions.
- (g) Business Owner: Work directly with business stakeholders to gather and document requirements. Maintain a prioritized backlog. Maximize team velocity by ensuring that sufficient work product has been documented ahead of the start of delivery team utilization.
- (h) Content Lead: Contribute to user experience strategy, act as liaison to site production and content creation.
- (i) Content Author: Responsible for creating all the assets, content and tactics for the HCP brands using the solution
- (j) Lilly's strategy partner Subject Matter Expert: A specialist that may provide distinct domain knowledge as it relates to a business or technical function of the customer's legacy processes and technologies. Provides deep technical expertise in specific focus area / technology.
- (k) HealthCare Industry SME: Subject matter expert in pharma & HCP industry that can provide best practices & guidance as it pertains to workflow design.

## IV. PROJECT EVALUATION TOUCHPOINTS

The following checkpoints are proposed to group implementation activities and demonstrate the relationship between activities. Touchpoints should not be used to evaluate completion of project. Customer should refer to the agreed upon project plan, requirements, and sprint schedule to gauge project progress. Progress reviews will be incorporated into the overall engagement model for the project. **Program governance** will take place throughout each checkpoint and for the duration of the project.

Adobe estimates each touchpoint's percentage of total project efforts as follows in the table below. This table represents estimated efforts by touchpoint of the overall project effort and is representative of current expectations and is subject to change. Customer will be invoiced monthly in arrears for actual time incurred. All touchpoints are accepted as delivered.

Touchpoint	Estimate % of Total Effort
Touchpoint 1: Project Alignment & Kickoff	1%
Touchpoint 2: Use Case Discovery & KPI Alignment	3%
Touchpoint 3: Solution Design	6%
Touchpoint 4: Initial Configuration	11%
Touchpoint 5: Deployment	66%
Touchpoint 6: Validation & Sign off	10%
Touchpoint 7: Activation	2%
Touchpoint 8: Dev Complete & Knowledge Transfer	1%

▪ **Touchpoint 1: Project Alignment & Kickoff** – this checkpoint is to ascertain the program scope is on track with the original scope in the contract with no material impacts to cost/time. Completed activities & outputs leading to this checkpoint may include:

- Project Kick-Off
  - Kick-Off deck
  - Checklist Template
- Project Plan & Schedule
  - Timeline with anticipated phases & dates

▪ **Touchpoint 2: Solution Discovery & Objectives Alignment** – this checkpoint is to work with Lilly teams to align on requirements & Use Cases. Completed activities & outputs leading to this checkpoint may include:

- Discovery Workshops & Requirements Documentation for AEM
  - Program Objectives
  - Success Criteria
- Requirements specification document covering:
  - Intelligent Modular Content Ecosystem
  - Digital Asset Management
  - Content & Tactic Creation and distribution
  - Content Harvesting approach
  - Bulk content creation and approvals strategy
  - Implementation & Rollout plan for first 2 brands

▪ **Touchpoint 3: Solution Design** – this checkpoint is to align requirements with the solution design. Completed activities & outputs leading to this checkpoint may include:

- Business Requirement Document (BRD)
- System architecture diagram for the AEM systems
- Technical design document for AEM systems
- Workflow process diagrams
- AEM instance provisioned

▪ **Touchpoint 4: Foundation Implementation** – this checkpoint is to configure, and set-up AEM Assets system with all its out of the box capabilities configured and to define the detailed designs for the modular content system using AEM sites capabilities. Completed activities & outputs leading to this checkpoint may include:

- AEM Assets Foundation instance setup & configured
- Basic Folder hierarchy & tagging taxonomy setup
- Default out of the box workflows enabled for content reviews & content publish
- Detailed design specification document for the initial brands. This includes:
  - Templates
  - Components
  - Experience Fragment models
  - Workflow models
  - Integration approaches

▪ **Touchpoint 5: Implementation & Configuration** – this checkpoint is to implement the Intelligent Tactic Builder, Integrations with Lilly's strategy partner, Bulk content creation & approval workflows, Content Harvesting Framework, and conducting testing and QA. Completed activities & outputs leading to this checkpoint may include implementation of the following:

- Intelligent Modular Content Ecosystem
  - Templates & Fragment models for bulk content creation
- Digital Asset Management
  - Metadata schemas for different types of assets
  - Integration with Veeva Promomats for synchronization of assets
- Content & Tactic Creation and distribution
  - Intelligent tactic builder using components & fragments
- Content Harvesting
  - Content Harvesting scripts to extract content from content sources identified during phase 0

- Bulk content creation and approvals
  - Workflows to orchestrate the content creation, review, approvals & distribution
  - Integration with Lilly's strategy partner for MLRO reviews and rule enforcements
- **Touchpoint 6: Validation**— this checkpoint is to test and validate the implementation & configuration of the Intelligent Content Ecosystem solution. Completed activities & outputs leading to this checkpoint may include:
  - Intelligent Modular Content Ecosystem
  - Digital Asset Management
  - Content & Tactic Creation and distribution
  - Content Harvesting
  - Bulk content creation and approvals
  - End-to-end functional testing of the solution
  - Performance testing & tuning of the solution
  - Dev Complete & Review
- **Touchpoint 7: Deployment & Rollout** – this checkpoint is to create the deployment & rollout of the Intelligent Content Ecosystem solution for the initial two (2) HCP brands. Completed activities & Outputs leading to this checkpoint may include:
  - Performance Optimization of the system
  - Modular content for the initial two (2) HCP brands built & validated
  - Bulk approval workflow system that can runs the newly created tactics through necessary MLRO and other mandatory reviews
  - Workflows to publish the approved tactics to the target channels prepared for the launch
  - System configuration & maintenance documentation completed
  - Users enabled on the solution and its usage
- **Touchpoint 8: Dev Complete & Knowledge Transfer** - this checkpoint is to close out Phase 1 and prepare for the next Transfer phase. Completed activities & outputs leading to this checkpoint may include:
  - Alignment on Plan & ownership for the Transfer phase
  - Completed handoff of documentation

## V.GENERAL ASSUMPTIONS

The Parties agree that:

- a. Adobe only provides Professional Services in relation to the applicable Products and Services.
  - b. Customer will identify a dedicated project manager resource that will be responsible for working with Adobe on an ongoing basis.
  - c. Customer's project manager will coordinate Customer's responsibilities, including if applicable: any activities, due dates, resources, and internal development for Customer's team.
  - d. Customer's resources will provide timely responses to requests from Adobe.
  - e. AEM will be hosted in AMS - all staging and production deployments will be handled by AMS.
- Environments are owned by AMS team. Adobe Consulting Services (ACS) will coordinate with AMS for provisioning and setup.
- f. Activities for each phase have been defined in the tables above (under 'Activities' section), they will be re-evaluated before the start of each phase based on Customer priorities and the level of effort needed to accomplish them. If it is determined that level of effort for each phase exceeds what is proposed here, additional services will need to be included in the scope at that time.
  - g. For the build phase, Adobe assumes an agile methodology will be followed and will partner with customer to prioritize stories for completion within the defined scope and budget. Should material changes require a formal change to this scope of work, the change request process documented in this Statement of Work will be followed. Refer to project controls section above for full definition of the change request process.
  - h. Customer to give Adobe access to the program management platform they use to manage requirements and backlog prior to the initiation of development work.
  - i. There are no network or VPN connectivity issues to AEM instances. Any delay or slow or non-availability of network connectivity could impact the schedule and cost of the project.



- j. Necessary access to systems, UX artifacts such as responsive HTMLs / PSDs/Style guides etc. for the two HCP sites will be provided to Adobe by Customer at the beginning of Discovery.
- k. Customer is responsible for conducting any testing and validation activities including the planning, orchestration, and results processing of user acceptance testing.
- l. The rate card included in this Sales Order above will be honored for any change order service requests or amendments associated with this Statement of Work and the licensed Professional Services SKU in the Sales Order above. For clarity, the rates quoted for the roles detailed in the rate card above are for a twelve (12) month period.
- m. As part of the Professional Services, Adobe's consultant(s) will work under the reasonable supervision and direction of Customer. Customer will prioritize the tasks to be performed by the Adobe consultant(s).
- n. Adobe will perform the Professional Services up to the budget stated in the Sales Order above. Customer agrees that Professional Services are provided on a time and materials basis, and that some activities may not be completed within budget purchased. Adobe will provide regular reporting for hours consumed.
- o. Any 3<sup>rd</sup> party participation and work coordination in the project will be managed by the Customer.
- p. As needed, Adobe will coordinate and collaborate with the Lilly strategy partner and as applicable, use a shared project plan. While Adobe can coordinate and collaborate with partners, we lean on Lilly team to help facilitate partner introductions, appropriate steering meetings to drive partner management, and provide reviews for use of Lilly training dollars for partner resources.
- q. Customer must provide all necessary information, resources and work requirements to Adobe before Adobe commences providing the Professional Services under this engagement. If any such information, resources, work requirements or decisions to be provided by Customer are delayed, Adobe will not be responsible for the consequences of such delays. Customer agrees that all activities may not be completed in the 12-month timeframe.
- r. Adobe requires at least 4-week scheduling lead time from sign off. This timeframe may be expedited but is dependent on Adobe resource availability.
- s. All travel, if applicable, is regional and requires at least two weeks advance notice and approval by Lilly. Given current travel concerns with COVID-19, if travel is not able to be executed in person, Adobe will plan for remote options.
- t. Adobe shall have no liability for any delays or other damages caused by Customer's failure to meet its obligations or the requirements set out in this SOW.
- u. Customer acknowledges that it will not require any Adobe employee or subcontractor to provide Sensitive Personal Information to perform any Professional Services under this engagement.
- v. Any activities specified as being the strategy partner's responsibility should be provided by the strategy partner or Customer. Any hours required by the Adobe team to contribute to this work effort may change the scoped level of effort for that phase of the project.

## VI. OUT OF SCOPE

Notwithstanding anything contained elsewhere in the SOW, only those activities expressly set out in the Scope of Professional Services will be performed by Adobe. All other activities, including but not limited to the following, are Out of Scope:

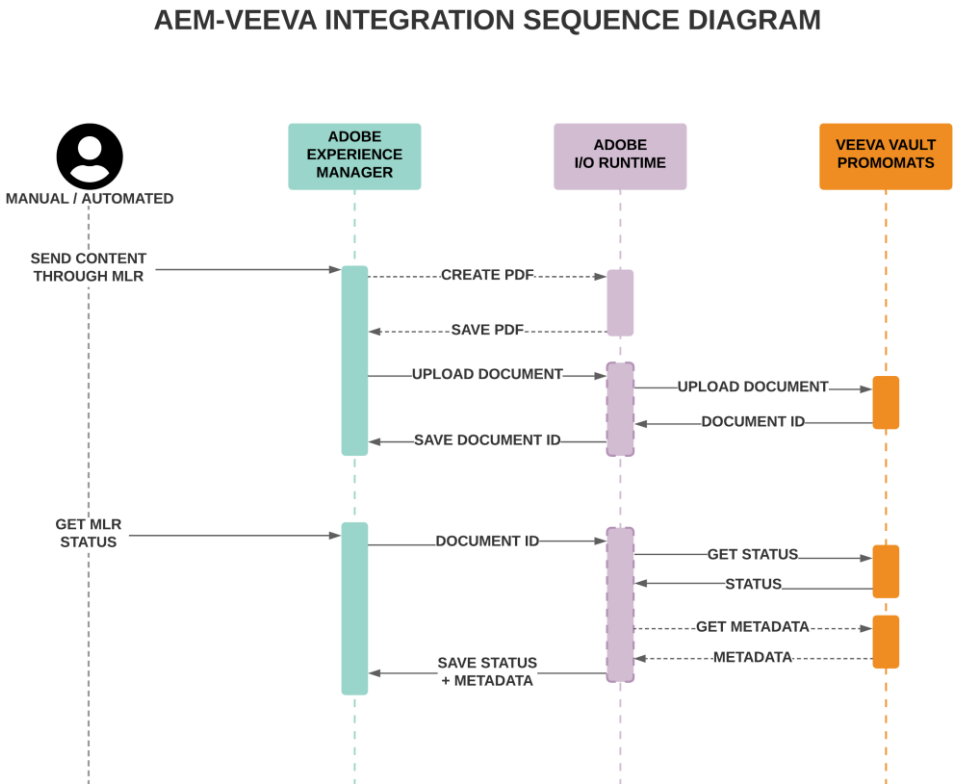
- a) All activities specified as being Customer's responsibility in the Scope of Professional Services.
- b) All activities specified as being the strategy partner's responsibility in the Scope of Professional Service.
- c) Any new interfaces and new business needs of Customer that are not captured within the Scope of Professional Services or the Functional Specifications; including those additional phases (Phase 2 Transfer) referenced as out of scope in Section 1 (Objectives) of this SOW.
- d) Integration with any other Adobe marketing solutions is out of scope.
- e) Environment provisioning and setup are not in the scope. Environments are owned by AMS team. Adobe Consulting Services (ACS) will coordinate with AMS for provisioning and setup.
- f) Adobe assumes that the content & scope for this project is limited to US English only. Content ingestion & design for multi-language is out of scope.
- g) The creation or migration of any content is considered out of scope
- h) Accessibility - The creation of any design that extends beyond the out of the box capabilities for Accessibility is out of scope
- i) The creation of any HTML renderings or HTML required within the design is out of scope.
- j) Vault Configuration Report for the implementation of the Application.

- k) Architecture and requirements for the integration between Veeva PromoMats and other applications.
- l) Configuration of the Analytics and Personalization tools.
- m) While we can collaborate with Lilly’s strategy partners, we lean on Lilly team to help facilitate partner introductions, appropriate steering meetings to drive partner management, and provide verification for use of Lilly training dollars for partner resources.

VII. APPENDIX

Veeva Integration

The following diagram depicts the integration pattern that will be leveraged for this program between AEM & Veeva:



## EXHIBIT G



## AEM Sites &amp; Assets

Recommended Private Virtual Classes for Eli Lilly			
Role	Course	Learners	Learning format
Business users, Content producers, Font-end developers	<b>Create Web Experiences with AEM – 2 days</b> This course covers the authoring concepts of AEM. In this course, you will learn how to create a rich and interactive digital experience across all customer-facing touchpoints. Using hands-on exercises, you will also learn about the advantages of advanced authoring features. This course is relevant for all AEM users across all deployment methods.	15	Private Virtual
Font-end developers	<b>Develop Websites and Components – 4 days</b> Develop Websites and Components in Adobe Experience Manager v6 is a 4-day, instructor-led course, and is relevant for v6 deployment methods. You will learn the fundamentals of building an Adobe Experience Manager website based on editable templates and component creation. Through hands-on exercises, you will learn how to create editable templates and pages, design core components, use the style system, and create custom components. Finally, you will export your content from AEM and add your work to a Maven project. This course also covers JCR, Sling web framework, OSGi framework, navigation, modularization, and HTL.	15	Private Virtual
Business users, Power users, Developers	<b>Manage and Deliver Digital Assets – 2 days</b> Manage and Deliver Digital Assets Using Adobe Experience Manager is a 2-day, instructor-led (classroom or virtual) course, and is relevant for all deployment methods. Adobe Experience Manager (AEM) enables you to import, organize, and manage digital assets, such as images, videos, documents, and audio clips, so that you can use them on a web page. In this course, you will learn how to use the tools required to manage, share, and deliver digital assets across all customer-facing touchpoints.	15	Private Virtual

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