



Adobe PDM – Adobe Campaign On-premise (2015v1)

The Products and Services described in this PDM are On-Premise Software and are governed by the terms of the General Terms, the Exhibit for On-premise Software, this PDM, and the applicable Sales Order.

This PDM covers the following Products and Services:

Name of Products and Services	Type of Software or Service
Adobe Campaign On-premise - Premium Bundle	On-premise Software
Adobe Campaign On-premise - Ultimate Bundle	On-premise Software
Adobe Campaign On-premise Add-ons: <ul style="list-style-type: none"> • Survey Manager (for Premium Bundle) • Campaign Marketing Analytics (for Premium Bundle) • Campaign Optimization (for Premium Bundle) • Add-on Email Rendering (for Premium Bundle) • Add-on Channel (for Premium Bundle) • Distributed Marketing (for Premium or Ultimate Bundle) 	On-premise Software

PRODUCT SPECIFIC LICENSING TERMS

1. Limitations for Adobe Campaign On-premise

1.1 All Bundles and Add-on Capabilities.

(A) Delivery Service Limitation.

- (1) **Email.** In order for Customer to execute the distribution of email campaigns using Adobe Campaign On-premise, Customer must select a method of hosting the email delivery service. For example, Customer may elect to separately license Adobe Campaign On-demand Cloud Messaging Services.
- (2) **Text Message and SMS.** Further, Adobe Campaign On-premise does not include third-party services that may be required to execute on the delivery of communications through other Channels such as the SMS Channel. Customer will need to purchase a third-party service to distribute text messages through the SMS Channel, or when using text messaging through the Message Center capability.

(B) **License Restrictions.** If Customer elects a third-party to host the email delivery service for the distribution of email campaigns, then only the validly licensed Adobe Campaign base platform (without use of the Adobe Campaign mail transfer agent (MTA)) may be integrated with a third-party email service provider; use of the Adobe Campaign MTA to redirect emails to a third-party MTA is strictly prohibited.

(C) **Production and Non-Production Instances.** The Customer is entitled to use one copy of Adobe Campaign On-premise Software in connection with a single Production Instance. Customer may also use up to 3 copies of the On-premise Software in connection with Non-Production Instances for the sole purpose of testing evaluation, and development of Adobe Campaign On-premise.

1.2 Premium Bundle.

- (A) Customer may not change the Customer-selected Channel without Adobe’s prior written consent.
 - (B) If Customer licenses an Add-on Channel, Customer may not change that licensed Add-on Channel without Adobe’s prior written consent.
2. **Compliance.** Customer is solely responsible for obtaining any necessary clearances, consents and approvals from end users under all applicable laws, guidelines, regulations, codes and rules (“Applicable Rules”) for any data gathered through Adobe Campaign or other Adobe solutions that Customer may license. Customer acknowledges that third-party terms and conditions may apply with respect to the use of Adobe Campaign in connection with social media platforms, wireless carriers, or other third-party platforms (such as device operating systems) or third-party services; Customer is solely responsible for complying with any applicable third-party terms and conditions. For example, if Customer utilizes the SMS or MMS Channel, Customer is responsible for complying with Applicable Rules (for example, applicable laws and guidelines such as the terms of the Mobile Marketing Association Code of Conduct) and applicable third-party terms and conditions (for example, applicable policies of wireless carriers). The foregoing is provided as a non-exhaustive example only, and it is Customer’s sole responsibility to comply with all Applicable Rules.
 3. **Maintenance and Support.** If the License Term is for a specified and limited term (e.g., Sales Order states that the License Term is three years), then Adobe Platinum Maintenance and Support is included with Adobe Campaign (On-premise) during that License Term at no additional charge. Any renewal of the License Term to another specified and limited term will also include a renewal of the Adobe Platinum Maintenance and Support at no additional charge, but in no case will the Adobe Platinum Maintenance and Support exceed the License Term in duration. The Adobe Platinum Maintenance and Support program is described and provided in accordance with the most-current terms and conditions of the PDM for Adobe Platinum and Maintenance and Support. Notwithstanding anything to the contrary described in the PDM for Adobe Platinum Maintenance and Support, Customer may need to purchase consulting services or professional services if it chooses to migrate its prior customizations or configurations to some new releases or upgrades to the enabled features of Adobe Campaign (On-premise).
 4. **Monthly Reporting.** The Adobe Campaign On-premise Software contains functionality that allows Adobe and the Customer to receive reports on quantitative and other metrics that relate to Customer’s usage of the On-premise Software. Adobe may use this information to help verify Customer’s compliance with the terms of the Agreement, or to help provide and improve the On-premise Software.

PRODUCT SPECIFICATIONS

Adobe Campaign On-premise is a platform for designing cross-Channel customer experiences and provides an environment for visual campaign orchestration, real-time interaction management, and cross-Channel execution.

5. Adobe Campaign On-premise – Premium

5.1 **License Metric.** Adobe Campaign On-premise – Premium is licensed for a base licensing fee per bundle. In addition, Customer is charged a fee per 1000 Profiles. The applicable Sales Order specifies the bundle (i.e., Premium, or Ultimate) and the designated number of Profiles.

5.2 **Description.** The Adobe Campaign On-premise Premium consists of the following components and functionality:

(A) **Channel(s):** This capability provides a distinct mode of communication between Customer and Recipients.

(1) **Bundle Specifics.** The Premium bundle includes 3 Channels: email, direct mail, and one more of Customer’s choosing.

(a) **Email Channel.** The email Channel provides functionality for email campaign creation, reporting, and management of webmail, desktop and mobile email clients.

(b) **Direct Mail Channel.** The direct mail Channel provides functionality for direct mail execution by creating files to be sent to Customer’s designated third party publishing or printing service.

(c) **Customer-selected Channel(s).** In addition to the email and direct mail Channels, the Premium bundle includes one additional Channel of Customer’s choosing. This third, Customer-selected Channel may be designated in the applicable Sales Order or otherwise confirmed by Customer’s initial use of a third Channel. In addition, Customer may add a 4th

Channel to the Premium bundle if it purchases an Add-on Channel. Customer may not change selected Channel(s) without Adobe's prior written consent.

- (B) **Email Rendering.** This capability enables the previewing of Customer's email communications in various email client environments (e.g., Gmail, Yahoo mail, AOL mail, etc.) on various types of devices (e.g., smartphone, tablet, desktop, etc.). Customer uses one Email Rendering each time Customer previews the content of a template email in various email client environments. Unused Email Renderings do not rollover into the next year. Overages will be charged fees in arrears at the then-current list price. Customer may purchase additional Add-on Email Renderings in advance.
 - (1) **Bundle Specifics.** If the License Term is for a specified and limited term (e.g., Sales Order states that the License Term is three years), then the Premium bundle includes 1500 Email Renderings per year.
- (C) **Transactional Messaging.** This capability allows Customers to control and optimize transactional messages. With Message Center, Customers have the ability to respond to requests of Customer's customers in real-time and provide information relevant to the customer interaction. For example, the Message Center capability allows a Customer to send purchase confirmations, password reset and confirmation, cart abandonment, order status or retargeting messages. The Premium bundle includes the capability to respond in real time using the email Channel and other Customer-selected Channel(s). Note that Transactional Messaging works with the following Channels: email, SMS, and mobile app.
- (D) **Campaign Management Platform.** This capability provides drag-and-drop workflow and report building for delivery of the campaign and related content. Campaign management also includes functionality to assist in management of internal resources through Marketing Resource Management as further described below.
- (E) **Marketing Resource Management (MRM):** This capability allows marketing teams to create integrated marketing plans and calendars; assign budgets, resources and tasks; and monitor progress (e.g., scheduling, calendaring, and recipient contact rules, such as fatigue rules).
- (F) **Outbound Interactions.** This capability features an offer recommendation engine and allows for the real-time assembly and embedding of dynamic offers into outbound Channels by leveraging customer's business rules (e.g., parameters around frequency, communication preferences, etc.). This capability presents offers based on individual's profile data including, for example, socio-demographic information, past actions, responses, and present behavior.
- (G) **Data Connectors.** This capability includes access to Adobe Campaign's plug-in connectors to various data management system providers (e.g., CRM vendors like SFDC, Oracle).
- (H) **Response Manager.** This capability allows for the monitoring and measuring of the results of Customer's campaigns across Channels through configurable reporting.

6. Adobe Campaign On-premise – Ultimate

- 6.1 **License Metric.** Adobe Campaign On-premise -- Ultimate is licensed for a base licensing fee per bundle. In addition, Customer is charged a fee per 1000 Profiles. The applicable Sales Order specifies the bundle (i.e., Premium, or Ultimate) and the designated number of Profiles.
- 6.2 **Description.** Adobe Campaign On-premise Ultimate consists of the following components and functionality:
 - (A) **Adobe Campaign On-premise – Premium.** All capabilities of the Adobe Campaign On-premise – Premium described above.
 - (1) **Bundle Specifics:**
 - (a) **Email Rendering.** If the License Term is for a specified and limited term (e.g., Sales Order states that the License Term is three years), then the Ultimate bundle includes an unlimited number of Email Renderings per year.
 - (b) **Channels.** The Ultimate bundle includes all Channels available at the time of purchase.
 - (B) **Campaign Marketing Analytics.** This capability enables real-time operational reporting for monitoring and analyzing marketing campaign activities and performance. Marketing dashboards leveraging OLAP cubes provide Customer with tools to visualize and explore data and enable the discovery of factors impacting marketing results.

- (C) **Survey Manager.** This capability allows the Customer to create surveys allowing the Customer to consolidate responses in real-time and act upon the results.
- (D) **Campaign Optimization.** This capability allows the Customer to run simulations and modeling of campaign activities prior to execution of those activities, using the anticipated rules to be included at the time of execution. Campaign optimization also provides capabilities to assist with optimizing multiple campaigns across different Channels.
- (E) **Inbound Interactions.** This capability allows for business rule-based, real-time assembly and embedding of dynamic offers in response to inbound Channel communication (e.g., via web, call center, point of sale, or mobile app) from Customer's customers, prospects, or partners. Using this capability, Customer can present real-time offers based on individual's profile data including, for example, socio-demographic information, past actions, responses, and present behavior. The Ultimate bundle includes 36,000 Inbound Interactions per hour. Customer will be responsible for paying for any overages, which will be charged at Adobe's then-current list price in arrears.

7. Adobe Campaign On-premise Add-ons

Adobe Campaign On-premise Add-ons are optional features that the Customer may purchase for the fees as set forth in the applicable Sales Order. These Add-on fees are in addition to the fees for the applicable bundle that the Customer purchases (Premium, or Ultimate). Not all Add-on capabilities are available for a particular bundle, and Customer may purchase only those Add-on capabilities for a specified bundle as indicated below.

- 7.1 **Survey Manager (for Premium Bundle).** This Add-on capability allows the Customer to create surveys allowing the Customer to consolidate responses in real-time and act upon the results.
- 7.2 **Campaign Marketing Analytics (for Premium Bundle).** This Add-on capability enables real-time operational reporting for monitoring and analyzing marketing campaign activities and performance. Marketing dashboards leveraging OLAP cubes provide Customer with tools to visualize and explore data and enable the discovery of factors impacting marketing results.
- 7.3 **Campaign Optimization (for Premium Bundle).** This Add-on capability allows the Customer to run simulations and modeling of campaign activities prior to execution of those activities, using the anticipated rules to be included at the time of execution. Campaign optimization also provides capabilities to assist with optimizing multiple campaigns across different Channels.
- 7.4 **Add-on Email Rendering (for Premium Bundle).** This Add-on allows for the purchase of additional Email Renderings, in increments of 1,000. Customer needs to purchase the additional Email Renderings in advance of usage. Unused Email Renderings do not rollover into the next year. If Customer exceeds its total Email Renderings limit, Adobe will be entitled to charge in arrears for over-usage based on the then-current list price.
- 7.5 **Add-on Channel (for Premium Bundle).** In addition to the 3 Channels provided with the Premium Bundle, Customer may purchase the right to use one additional Channel as specified in the Sales Order (or otherwise confirmed by Customer's initial use of this one additional Channel) for the fees set forth in the applicable Sales Order. Customer may not change from the one Add-on Channel it designates (or initially uses) to another Add-on Channel without Adobe's prior written consent.
- 7.6 **Distributed Marketing (for Premium or Ultimate Bundle).** This Add-on capability enables a Customer that has various distributors, corporate marketers, local marketers, field sales, and marketing partners to understand and maintain brand standards throughout its organization, and allow for these various marketers to create campaign variations for the local market through a series of rules as set by the Customer's corporate marketing department. Distributed Marketing capability includes a central catalog of marketing campaign templates, including marketing campaigns that are initiated by corporate, with participation from local entities.

8. Definitions

- 8.1 **"Channel"** means a distinct mode of communication between Customer and Recipients. Current Channels include: email, direct mail, mobile app, call center, social, and SMS/MMS.
- 8.2 **"Development/Testing Instance"** means an Instance intended for the operation of the On-premise Software and technology for the purposes of non-production development, configuration testing, and evaluation, and is a type of Non-Production Instance.

- 8.3 **“Inbound Interaction”** means each time a Customer, who has purchased the On-premise Adobe Campaign Ultimate bundle, uses the interaction capability to respond to a recipient request by using the recommendation engine to deliver a real-time message.
- 8.4 **“Instance”** shall mean the entirety of the binaries of the software combining to implement a unique Adobe Campaign database. This unique entity is characterized by a group of parameter settings defined in a parameter definition table (table xtk_entity). An Instance may be one of two categories: Production or Non-Production.
- 8.5 **“Non-Production Instances”** means both the Pre-Production Instance and the Development/Testing Instance.
- 8.6 **“Pre-Production Instance”** means an Instance intended to allow reasonable testing and identification of data with a sufficient amount of data storage allocated to the Instance so that such Instance can have use of the Customer’s database on scale similar to the Production Instance, and is a type of Non-Production Instance.
- 8.7 **“Production Instance”** shall mean an Instance intended for the operation of the hosted software and technology with a view to contributing to Customer’s economic activity.
- 8.8 **“Profile”** means a record of information (e.g., a record in the nmsRecipient table or an external table containing cookie ID, Customer ID, mobile identifier or other information relevant to a particular Channel) representing a prospective or current Recipient. Customer is charged fees per 1,000 Profiles for only those Profiles that are “active.” A Profile is considered “active” if the Profile has been targeted or communicated with in the past 12 months via any Channel.
- 8.9 **“Recipient”** means the end user that receives Customer’s message via any of the Channels (e.g., customers, employees, prospects, partners of Customer etc).
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