



## ADOBE PDM – ADOBE EXPERIENCE MANAGER (2013v2)

1. **Additional Terms for Adobe Experience Manager (“AEM”).** AEM offerings are licensed to Customer under the terms of the Exhibit for OnPremise Software, except for components that are described as OnDemand Services, and are licensed to Customer either on a perpetual or subscription basis, as noted in the Sales Order and described in Section 3 of this PDM.

### 1.1 Definitions

- (a) **Cluster:** means a group or system of multiple Instances with the same function that are configured to stay synchronized with each other without intervention from another Instance outside of this group (e.g. if two grouped publisher Instances are kept in sync by a third author Instance outside of the group then this configuration is not a Cluster; however, if two grouped publisher Instances are kept in sync by passing information between themselves, or by sharing a common repository, then they are a Cluster).
- (b) **Clustering Functionality:** means the enablement of the OnPremise Software to work as a Cluster.
- (c) **Instance:** means one (1) copy of the OnPremise Software running on one (1) Computer. Each Instance can be designated as either ‘author’ or ‘publisher’, but each shall be counted separately as one (1) Instance. Additionally, if Customer purchases AEM Cloud Hosted Products and Services then an Instance means one (1) copy of the OnDemand Services running on the hardware infrastructure managed by Adobe.
- (d) **User:** means employee(s) or contractors (e.g. independent contractors and consultants) of Customer that are authorized to have login access, either directly or programmatically such as through use of an API, to the OnPremise Software or OnDemand Software for any purpose, including, but not limited to, administration or authoring of the Instance(s), administration of Adobe hosted or online accounts, or maintenance of Customer Content stored within the OnPremise Software or OnDemand Services.

- 1.2 **License for Development Use.** Subject to, and so long as Customer complies with, the terms of this Agreement, and provided that Customer is receiving a valid license to any AEM OnPremise Software hereunder, Adobe grants to Customer a non-exclusive license, during the License Term, to install and use a reasonable number of copies of the licensed AEM OnPremise Software, as Development Software and an unlimited number of AEM Users to access the Development Software. Customer may use the licensed Development Software in Customer’s technical development environment only, strictly for testing and quality assurance purposes and not for production purposes and the AEM User licenses granted in this Section shall only have rights to access the licensed Development Software for the purposes described herein. Adobe grants this license solely in connection with Development Software versions of the AEM OnPremise Software and for Customer’s own internal business operations, and nothing in this section grants any express or implied license to use, distribute, modify, copy, link, or translate the Development Software other than in connection with the Customer’s use in a development environment.

- 1.3 **Remote Verification.** The AEM OnPremise Software may contain functionality that allows Adobe to receive reports about Customer’s number of active Instances of the AEM OnPremise Software, for the purpose of verifying Customer’s compliance with the terms of this Agreement. Adobe does not receive any data regarding any individual’s use of the AEM OnPremise Software, nor does Adobe have the ability to remotely disable or monitor any level of activity or transactions on the system except that an Instance is active.

- 1.4 **Terms Governing Use of SDKs.** Should Customer download, use or otherwise receive from Adobe, or its subsidiaries, a SDK, developer package, or other software tool intended for Customer development of additional AEM software and/or functionality (the “SDK Software”); Customer agrees that use of the SDK Software will be governed by the licensing terms available as a read me file included with the SDK. If no read me file, or other licensing terms, are included with the SDK, then the SDK Software will be governed by the applicable terms available at <http://www.adobe.com/products/eulas/>. The terms will be identified by the AEM SDK listed.

2. **AEM Product and Services Descriptions.** Descriptions of the AEM Products and Services licensed by Customer in the Sales Order (as well as other AEM Products and Services not licensed thereunder) are included in this Section below:

2.1 **AEM Web Content Management (“AEM WCM”).**

(a) **AEM WCM Editions.**

(i) **AEM WCM Basic Edition (licensed per base package).** An AEM WCM Basic Edition includes two (2) Instances; each additional Instance must be purchased separately and identified in the applicable Sales Order. A license for each AEM User of AEM WCM Basic Edition, its components, add-ons, or additional Instances licensed, must be licensed separately and identified in the applicable Sales Order. The AEM WCM Basic Edition consists of the following components and functionality; use of these components is licensed to Customer for use on every Instance included with AEM WCM Basic Edition and each additional AEM WCM Basic Instance(s) licensed, if any:

- (A) AEM Web Content Management (“AEM WCM”). AEM WCM is a platform for delivering digital cross-channel customer experiences and provides an authoring environment with support for in-place editing, drag-and-drop page composition from a library of web components, and controls for Search Engine Optimization, scheduled delivery, and landing page optimization.
- (B) Adobe Marketing Cloud Integrations. AEM WCM includes functionality for integration with other Adobe Marketing Cloud solutions, this functionality includes only the integration code and Customer must separately license for each of the additional Adobe Marketing Cloud solutions that are integrated.
- (C) Advanced Content Management. Advanced Content Management includes forms capabilities, Offline Editor, and WebDAV access.
- (D) Media Library. Media Library provides a limited tool for the production and distribution of digital assets. Media Library includes access to the content repository, WebDAV support which allows AEM Users to display and edit the repository content, and basic metadata management.
- (E) CRX. CRX is a commercially packaged version of the Apache Jackrabbit and Sling open source projects and is a powerful web application development solution. CRX is built on highly scalable content repository architecture.
- (F) Common Internet File System (CIFS) Support. The SMB/CIFS Adapter exposes the CRX repository via SMB/CIFS.
- (G) LDAP with Single Sign On (SSO). AEM WCM Basic Edition can interact with a LDAP server that stores Customer’s user information centrally, eliminating the need for duplication. This central server is then used to verify login information that can be used to realize SSO, both with other in-house applications and external portals.

(ii) **AEM WCM Standard Edition (licensed per base package).** An AEM WCM Standard Edition includes two (2) Instances; each additional Instance must be purchased separately and identified in the applicable Sales Order. A license for each AEM User of AEM WCM Standard Edition, its components, add-ons, or additional instances, must be licensed separately and identified in the applicable Sales Order. The AEM WCM Standard Edition consists of the following components and functionality; use of these components is licensed to Customer for use on every Instance included with AEM WCM Standard Edition, and on each additional AEM WCM Standard Instance add-on(s) licensed, if any:

- (A) AEM WCM Basic Edition. All components of the AEM WCM Basic Edition described above in Section 2.1.1.1.
- (B) AEM Digital Asset Management (“AEM DAM”) Basic Functionality. AEM WCM Standard Edition includes the following limited AEM DAM basic functionality: content repository access, Creative Suite integration, WebDAV support allowing AEM Users to display and edit the repository content, basic reporting, AEM DAM administration UI access, AEM DAM search functionality, query builder API, basic rights management features, Adobe Creative Cloud and Adobe Marketing Cloud integrations, tag management functionality, basic metadata management, digital asset versioning,

and time based assets support and transcoding.

The limited AEM DAM functionality described above is included with the AEM WCM Standard Edition and granted to Customer only for use on the Instances included the AEM WCM Standard Edition or on any additional Instances purchased as add-ons to this base package. A fully functional version of AEM DAM Standard Edition can be licensed separately as an upgrade to this limited functionality for use with this AEM WCM Standard Edition and its related additional Instances or as a stand-alone product, separate from the AEM WCM Standard Edition.

- (C) AEM as a Portal. The AEM Portal Container lets Users run JSR 286-compliant portlets in AEM.
- (D) AEM Portal Director. The AEM Portal Director provides a content portlet that lets Users display content from the publish Instance, preview content from the author Instance, and provides a link within the content to open the corresponding page in a new browser window.

(b) **AEM WCM Add-ons.**

- (i) **AEM Active Clustering for AEM WCM (licensed per Cluster)**. The license of Active Clustering for AEM WCM enables Cluster Functionality for AEM WCM licenses.
- (ii) **AEM Marketing Campaign Management (“AEM MCM”) (licensed per Instance)**. AEM MCM enables Users to plan, design, launch, and optimize marketing campaigns across multiple digital channels, including mobile and social communities.
- (iii) **AEM Mobile (licensed per Instance)**. AEM Mobile leverages the AEM WCM platform and interface to deliver web content across a range of mobile devices and applications.
- (iv) **AEM Multisite Manager (“AEM MSM”) (licensed per Instance)**. AEM MSM lets Users define relations between sites and also lets Users define to what degree re-use or control is exerted on the different sites. The MSM, once set up, does this automatically.
- (v) **AEM Social Communities (licensed per Instance)**. AEM Social Communities is a solution that enables marketers to create immersive social experiences as part of their website to build brand loyalty and generate demand.
- (vi) **AEM eCommerce (licensed per Instance)**. AEM eCommerce provides basic commerce components including product pages, shopping cart and a standard set of APIs to integrate with eCommerce systems.
- (vii) **Content Repository Connectors (licensed per Connector)**. Each Content Repository Connector is licensed to Customer for use with one (1) AEM WCM edition (Basic or Standard) and each related additional AEM WCM Instance(s) licensed.
- (viii) **Media Publisher (licensed per Instance)**. AEM Media Publisher includes capabilities for easy article authoring for publications and integration with Adobe Digital Publishing Suite. Media Publisher may only be added to AEM WCM Standard Edition Instances.
- (ix) **Additional AEM WCM Instances (licensed per Instance)**. The license of additional AEM WCM Basic or Standard Instances requires the license of the related AEM WCM edition. If Customer is purchasing a AEM Cloud Hosted package then additional AEM Cloud Hosted Instances are only intended to supplement Customer’s implementation of an AEM Cloud Hosted version of the AEM Products and Services. The additional AEM Cloud Hosted Instance(s) can be used for either production or non-production purposes.

2.2 **AEM Digital Asset Management (“AEM DAM”).**

- (a) **AEM DAM Standard Edition (licensed per base package)**. AEM DAM Standard Edition is for the planning, production, and distribution of digital assets for marketing campaigns and marketing initiatives. AEM DAM Standard Edition is licensed as a standalone product or as an upgrade to the AEM WCM Standard Edition. An AEM DAM Standard Edition includes one (1) Instance; each additional Instance must be purchased separately and identified in the applicable Sales Order. When AEM DAM Standard Edition is licensed separately as a standalone product, a license for each User of AEM DAM Standard Edition, its components, add-ons, or additional Instances, must also be licensed separately. AEM DAM Standard Edition consists of

the following components and functionality; use of these components is licensed to Customer for use on the Instance included with AEM DAM Standard Edition and each additional AEM DAM Instance(s) licensed:

- (i) Advanced AEM DAM Functionality. All of the basic functionality of AEM DAM described in the AEM WCM Standard Edition base package above is included, plus the following additional or enhanced functionality: asset edit features, advanced rights management, integrations including InDesign, Sharepoint, and generic systems integrations, advanced metadata management, media portal and asset share access, review and approval workflows, and the ability to add-on AEM Dynamic Media, Personalized Media, and Video capabilities (at additional cost).
- (ii) CRX. CRX is a commercially packaged version of the Apache Jackrabbit and Sling open source projects and is a powerful web application development solution. CRX is built on a modern architecture and is a highly scalable content repository.
- (iii) CIFS Support. The SMB/CIFS Adapter exposes the CRX repository via SMB/CIFS.
- (iv) LDAP with Single Sign On (SSO). AEM DAM Standard Edition can interact with a LDAP server that stores Customer user information centrally, eliminating the need for duplication. This central server is then used to verify login information that can be used to realize SSO, both with other in-house applications and external Portals.

(b) **AEM DAM Add-ons.**

- (i) **Active Clustering for AEM DAM (licensed per Cluster)**. The license of Active Clustering for AEM DAM enables Cluster Functionality for AEM DAM licenses.
- (ii) **Additional AEM DAM Instances (licensed per Instance)**. The license of additional AEM DAM Instances requires the license of AEM DAM Stand-alone.
- (iii) **AEM Media Products and Services**. AEM Dynamic Media, AEM Personalized Media, and AEM Video are OnDemand add-ons that enable a cross media platform for managing, enhancing and delivering dynamic, rich content to web, print, email, and mobile channels. All AEM Media Products and Services require that Customer have an active license enabled for AEM DAM Standard. The use of any AEM Media Products and Services is subject to the PDM for AEM Media.

2.3 **AEM Users (licensed per User)**. AEM Users are licensed on a named user basis, meaning that a User license is granted to a single User who is authorized to access or use the AEM Products or Services licensed herein. User license(s) 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.

2.4 **AEM Feature Pack**. An AEM Feature Pack is a product feature requested by a customer and built by Adobe for delivery outside of the normal product release cycle and which is not a hotfix or patch. The AEM Feature Pack may or may not be included or supported in future releases. Fees for the requested AEM Feature Pack shall be detailed in the Sales Order and a Professional Services Description shall be attached to the Sales Order describing the AEM Feature Pack and any additional rights and limitations associated with its use.

2.5 **AEM Integrations with Adobe LiveCycle Add-ons – AEM Document Services and Document Security, Powered by LiveCycle.**

(a) **Additional Definitions for AEM Integrations with Adobe LiveCycle Add-ons.**

- (i) **CPU**: means central processing units on Computers used to operate the Adobe LiveCycle OnPremise Software provided that: (i) all CPUs on a Computer on which the Adobe LiveCycle OnPremise Software is installed are deemed to operate the Adobe LiveCycle OnPremise Software unless Customer configures that Computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Adobe LiveCycle OnPremise Software is less than the total number on that Computer; and (ii) when a CPU contains more than one processing core, each group of two (2) processing cores, and any remaining unpaired processing core, will be deemed one (1) CPU unless it conforms to the guidelines described in the applicable Multicore Policy at <http://www.adobe.com/go/multicorepolicy>, or in a separate writing signed by both parties.
- (ii) **Deploy**: means to deliver or otherwise make available, directly or indirectly, by any means, a Document to one or more persons or entities including Recipients. A Document that has been Deployed will be

deemed to remain Deployed until it is no longer available for distribution.

- (iii) **Document:** means an electronic or printed file that is processed or generated by Adobe LiveCycle, including Documents that contain data fields where data may be entered and saved.
  - (iv) **Adobe LiveCycle Base Components:** means the Foundation Components, the Adobe LiveCycle SDK Components and the Flex SDK Components, each of which are described in the PDM for Adobe LiveCycle ES 4.0 and incorporated herein by reference. Customer may use Adobe LiveCycle Base Components in the manner, and to the extent, described in the PDM for Adobe LiveCycle ES 4.0.
  - (v) **Reader Features:** means (i) certain technology embedded into PDF files by Adobe LiveCycle that enables features in Adobe Reader software that would not otherwise be available (e.g., the ability to save documents locally or add annotations); and (ii) metadata (stored on a Computer and/or embedded in an electronic file of a supported file format) that contains or refers to access and usage rights designed to be enforced by Adobe LiveCycle Rights Management directly or through supported software applications.
  - (vi) **Recipient:** means, unless otherwise defined herein, a person to whom Customer directly or indirectly Deploys Documents. Each person that receives a Deployed Document shall be deemed a unique Recipient with respect to a particular software application unless the identity of that Recipient is known to Customer prior to Deployment and Customer has Deployed Documents to that Recipient before.
- (b) **Additional Adobe LiveCycle features and components.** Reader Features, LiveCycle Forms, LiveCycle Forms Pro, LiveCycle Reader Extensions, LiveCycle PDF Generator and LiveCycle Rights Management are described in the PDM for Adobe LiveCycle ES 4.0 and such descriptions are incorporated herein by reference. Customer may use each of these components in the manner, and to the extent, described in the PDM for Adobe LiveCycle ES 4.0.
- (c) **Restriction on Use in Japan.** AEM Integrations with Adobe LiveCycle add-ons are not available for purchase or use in Japan.
- (d) **Integration Product Descriptions:**
- (i) **AEM document services, powered by LiveCycle (licensed per CPU).** AEM document services, powered by LiveCycle enables Customer to render, prefill and extract data from forms, generate PDF documents from a variety of sources, enable capabilities in the free Reader, and manage forms. The extent of these capabilities is described in the product documentation. AEM document services, powered by LiveCycle shall include LiveCycle Base Components, LiveCycle Forms Pro, LiveCycle Reader Extensions, and LiveCycle PDF Generator modules. The use of LiveCycle Reader Extensions software is limited to the following use: a) enable up to 20 PDF Documents rendered from any source; b) enable unlimited PDF Documents only when that Document has been rendered by LiveCycle Forms Pro software immediately prior to its use by an individual Recipient; and c) enable unlimited PDF Documents only when that Document has been rendered by LiveCycle PDF Generator software.
  - (ii) **AEM document security, powered by LiveCycle (licensed per Recipient).** AEM document security, powered by LiveCycle enables Customer to place certain controls on documents, such as who may open or print a document. The extent of these capabilities is described in the product documentation. AEM document security, powered by LiveCycle shall include LiveCycle Base Components and LiveCycle Rights Management and is licensed on a per-Recipient basis as provided in the Sales Order. Customer is not permitted to disable or interfere with electronic notices or dialogue boxes concerning privacy or tracking that appear in the software used for viewing electronic files that have been processed by AEM document security, powered by LiveCycle except as explicitly permitted in this Agreement or the Documentation.

3. **AEM License Term and Distribution Models.** AEM Products and Services may be licensed within one of the following License Term and distribution models. Product pricing will vary for the specific License Term and distribution model licensed by Customer.

### 3.1 **AEM Perpetual Licenses.**

- (a) Perpetual licenses are licensed to Customer under the terms of the Exhibit for OnPremise Software and are subject to those rights, restrictions, obligations and conditions.
- (b) Maintenance and Support is not included with perpetual licenses and must be licensed separately by Customer. Should Customer elect to license Maintenance and Support in addition to their AEM product license the Maintenance and Support purchase must be identified separately in the Sales Order, including the duration of the License Term for the Maintenance and Support.

**3.2 AEM Subscription Licenses and Services.**

- (a) Subscription licenses are licensed to Customer under the terms of the Exhibit for OnPremise Software and are subject to those rights, restrictions, obligations and conditions.
- (b) Maintenance and Support is included during the License Term at no additional charge as part of the subscription license purchase. The Maintenance and Support related to the licensed AEM Product and Services will be coterminous with the License Term. In no case will the Maintenance and Support exceed the License Term in duration. Adobe will provide support services in accordance with the PDM for Adobe Platinum Maintenance and Support. Maintenance and Support services would be effective during the Subscription License Term noted in the Sales Order.

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