

## ADOBE PDM – AEM MEDIA (2013v2)

- 1. **Additional Terms for AEM Media.** The following provisions apply to AEM Media Products and Services and are licensed to Customer under the terms of the Exhibit for OnDemand Services.
  - 1.1 The AEM Media Products and Services are only available as OnDemand Services (except as specifically designated below) and as add-ons to active licenses of AEM DAM Standard Edition (either an OnPremise or an OnDemand, Cloud Hosted version).

## 1.2 **Definitions**

- (a) **Dynamic Media Visit:** means when a visitor comes to and navigates around the Customer Sites. A single Dynamic Media Visit may consist of multiple page views of Customer Sites. A site visitor's activity shall count as a single Dynamic Media Visit until either the expiration of thirty (30) minutes of the visitor's inactivity on Customer Sites or twelve (12) hours of continuous activity by the visitor on Customer Sites, after which a new Dynamic Media Visit begins and shall be counted for purposes of this Agreement.
- (b) **Personalized Media Visit:** means when a visitor comes to and navigates around a single webpage containing an AEM Personalized Media feature. A site visitor's activity shall count as a single Personalized Media Visit until either the expiration of thirty (30) minutes of the visitor's inactivity on the webpage or twelve (12) hours of continuous activity by the visitor on the webpage, after which a new Personalized Media Visit begins and shall be counted for purposes of this Agreement. A Personalized Media Visit shall be counted for each AEM Personalized Media feature enabled by Customer on a the visited webpage, e.g. if two (2) AEM Personalized Media features are enabled on a visited webpage then a single visitor's activity session on such webpage shall count as two (2) Personalized Media Visits; if three (3) features are enabled on a visited webpage then a single visitor's activity shall count as three (3) Personalized Media Visits.
- (c) Visits per Month ("VPM"): means the total number of (either Dynamic Media Visits or Personalized Media Visits) during each calendar month beginning on the first of the month following the Start Date, as measured using Adobe Analytics, Customer's server logs, or a third-party site traffic monitoring or analytics service.
- 1.3 Adobe Customer Support and Client Care for AEM Dynamic Media & AEM Personalized Media: Adobe provides 24x7x365 unlimited access to Adobe Client Care for a maximum of five (5) named Customer technical support contacts. Support includes: Live Phone, Chat, and Email Support from Adobe Client Care; access to the Online Interface for Support Issue Management; access to the Searchable Knowledge Base; and access to On Demand Training Modules.
- 2. OnDemand Service Descriptions for Dynamic Media, Personalized Media, and Video.
  - 2.1 **AEM Dynamic Media.** 
    - (a) AEM Dynamic Media (licensed per VPM). AEM Dynamic Media usage is measured in Dynamic Media VPMs. Customer's committed volume and pricing of Dynamic Media VPMs is set forth in the applicable Sales Order. During the License Term, Customer's AEM Dynamic Media commitment includes all functionality of the AEM Dynamic Media package described below, sixty (60) gigabytes of storage, up to ten (10) accounts set-up for use on Customer Sites, and unlimited AEM Users for use only with AEM Dynamic Media. The AEM Dynamic Media package consists of the following functionality:
      - (i) **Dynamic Imaging.** Real-time editing, formatting & sizing, interactive zoom & pan, multiple view, color swatching and texture swatching, 360-degree spin, and configurable multi-media viewer library.
      - (ii) **Dynamic Banners.** Dynamically assembled rich media templates in image, Flash, and HTML5 formats.
        - (A) Use of Dynamic Banner templates is restricted to segmented use only, not 1:1 personalization.

Origin server requests for banners cannot exceed 30% of total requests for the account. In the event origin requests exceed 30% of the total requests, Client agrees to purchase the 1:1 Templating Add-On.

- (iii) <u>eCatalogs.</u> Author, hotspot link, publish and deliver dynamically assembled online catalogs or brochures into configurable viewers.
- (iv) <u>Media Portal.</u> Self-serve asset portal providing users with administrator-controlled "views" into Dynamic Media assets for easy access to upload, browse, search, preview and export assets. The AEM Dynamic Media package includes to up to ten (10) concurrent Media Portal seats.
- (v) <u>eVideos.</u> End-to-end video publishing solution, including ingest, automatic transcoding, managing, editing for interactive experiences (e.g., clickable hot spots), video templating, and delivery configurable & custom video players.
- (vi) <u>Mobile/Multi-screen.</u> Provides a consistent rich media experience across multiple devices & screens, dynamically delivering the right experience from single master assets for each customer touch point.
- (vii) <u>AEM Dynamic Media Publishing System.</u> Publish, manage, and enhance dynamic content for delivery across marketing channels or touch points.
- AEM Personalized Media (per VPM). AEM Personalized Media usage is measured in Personalized Media VPMs and counted for each AEM Personalized Media feature, as described below, enabled on Customer Sites. Customer's committed volume and pricing of Personalized Media VPMs is set forth in the applicable Sales Order. During the License Term, Customer's AEM Personalized Media commitment includes the ability to enable each of the AEM Personalized Media features (each feature incurs separate Personalized Media Visits when enabled), up to ten (10) accounts set-up for use on Customer Sites, and unlimited AEM Users for use only with AEM Personalized Media. Should Customer license AEM Personalized Media without an accompanying AEM Dynamic Media license, Customer shall be entitled to limited use of AEM Dynamic Media only to the extent necessary to enable the following features:
  - (a) <u>Visual Configurator.</u> Real-time image rendering technology and framework to enable customer online visual configuration solutions for personalization and customization effects, such as real-time rendering of colors textures, surfaces, patterns, monograms, engravings into product images or scenes.
  - (b) <u>Web-To-Print.</u> Real-time composition technology and framework to enable custom web-to-print solutions for creating customized and personalized documents.
  - (c) <u>1:1 Templates.</u> Dynamically assembles and delivers 1:1 personalized rich media banners for targeted site visitors. 1:1 Templates is required for 1:1 highly targeted Dynamic Banners, where origin server requests exceed 30% of total requests for account.
- 2.3 **AEM Video (licensed per Instance).** AEM Video enables video capabilities for use with AEM Dynamic Media, enabling functionality to create interactive video experiences, measurable through Adobe Analytics (if purchased). Licensing of AEM Video requires that Customer has a current and active license for AEM Dynamic Media. AEM Dynamic Media Users are authorized to access or use AEM Video Instances licensed by Customer.
- 2.4 **Additional AEM Media OnPremise Software Add-ons.** For an additional fee, the Sales Order may also include the following AEM Media OnPremise Software. Notwithstanding any other provision herein, the following shall be licensed to the Customer only as OnPremise Software subscription licenses, pursuant to Section 3.2 of the PDM for Adobe Experience Manager.
  - (a) Image Authoring (licensed per Instance). Workstation subscription license to author master images to enable advanced "color swatching" capabilities including textures, patterns, folds, repeats, etc. Customer's license grant for use of Image Authoring will be limited to installing one (1) copy of each purchased license of Image Authoring on a single workstation. Customer will not install Image Authoring on any server or shared or hosted system. Customer shall not allow Image Authoring to be shared or accessed by multiple workstations or use by multiple users.