



## 1. Additional Terms for Adobe Scene7

1.1. Adobe Scene7 Cross Media Platform is an on-demand solution that offers the Customer with a cross media platform for managing, enhancing and delivering dynamic, rich content to web, print, email, and mobile channels. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the corresponding Adobe General Terms. Unless otherwise specifically limited in the Sales Order, User Passwords and Log-in ID's for the Adobe Scene7 Cross Media Platform shall be provided to Customer in an amount mutually agreed upon by Customer and Adobe. Customer acknowledges that each of its Users that access the Adobe Scene7 Cross Media Platform will be bound by the terms and conditions of use required of each such User upon log-in to the Adobe Scene7 OnDemand Services.

### 1.2. Definitions

1.2.1. **User:** means employee(s) or individual contractors (i.e., temporary employees) of Customer (not including customers, users, or visitors of Customer's web site) that are authorized to have access to the OnDemand Services for purposes of administration and/or authoring. 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 Adobe Scene7. Adobe Scene7 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

1.2.2. **Visit:** means when a visitor comes to and navigates around the Customer Sites. A single Visit may consist of multiple page views of Customer Sites. A site visitor's activity shall count as a single Visit until either the expiration of thirty (30) minutes of the visitors inactivity on Customer Sites or twelve (12) hours of continuous activity by the visitor on Customer Sites, afterwhich a new Visit begins and shall be counted for purposes of this Agreement.

1.2.3. **Visits per Month ("VPM"):** means the total number of Visits to Customer Sites during each calendar month beginning on the first of the month following the Service Commencement Date. The number of Visits Per Month shall be measured using Customer's server logs or a third-party service.

1.3. **Adobe Customer Support and ClientCare for Scene7:** Adobe provides 24x7x365 unlimited access to Adobe Client Care for a maximum of five 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. Adobe Scene7 Product and Services Descriptions.

2.1. **Adobe Scene7 Base Platform Package (per VPM).** Adobe Scene7 Base Platform usage is measured in VPMs as set forth on the applicable Sales Order along with the Fees. A license for each User of Adobe Scene7 Base Platform package, its components, add-ons, or additional instances, must be purchased separately. The Adobe Scene7 Base Platform package shall consist of the following components and functionality. Use of these components is licensed to Customer for use by every User license related to the Adobe Scene7 Base Platform package.

- 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.
- Dynamic Banners. Dynamically assembled rich media templates in image, Flash, and HTML5 formats. 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.
- eCatalogs. Author, hotspot link, publish and deliver dynamically assembled online catalogs or brochures into configurable viewers.
- Media Portal. 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.



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- eVideos. 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.
- Mobile/Multi-screen. Provides a consistent rich media experience across multiple devices & screens, dynamically delivering the right experience from single master assets for each customer touch point.
- Publishing System. Adobe Scene7 Base Platform Package is limited to up to ten (10) company accounts and unlimited concurrent seats.

2.2. **Adobe Scene7 Add-ons**. In addition to the Scene7 base platform, the applicable Sales Order may also enable the following Scene7 Add-ons for an additional Fee, as described in the Sales Order:

- 2.2.1. **Visual Configurator (per VPM)**. 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.
- 2.2.2. **Web-To-Print (per VPM)**. Real-time composition technology and framework to enable custom web-to-print solutions for creating customized and personalized documents.
- 2.2.3. **1:1 Templates (per VPM)**. 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.
- 2.2.4. **Media Portal Add-On Seat Packages (per VPM)**. Provides a self-serve environment providing portal users with administrator-controlled “views” into Adobe Scene7 assets for access to upload, browse, search, preview and export assets.
- 2.2.5. **Image Authoring (per license)**. Workstation rental 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 shall be limited to installing one (1) copy of each purchased license of Image Authoring on a single workstation. Customer shall not install Image Authoring on a server or any other shared or hosted system for shared access or use by multiple users.

### 3. Adobe Scene7 SDK(s)

- 3.1. **Terms Governing Use of SDKs**. Should Customer download, use or otherwise receive from Adobe or its subsidiaries an Adobe Scene7 SDK, developer package, or other software tool intended for Customer development of additional Adobe Scene7 software and or functionality (the “SDK Software”); Customer agrees that use of the SDK Software shall be governed by the applicable product licensing terms and conditions available as a read me file included with the SDK. If no such read me file, or other licensing terms are included with the SDK then the SDK Software shall be governed by the applicable terms available at <http://www.adobe.com/products/eulas/>. Such terms and conditions shall be identified by the Adobe Scene7 SDK listed. If you do not agree with such terms and conditions; do not use the SDK Software. The terms of an end user license agreement accompanying a particular Software file upon installation or download of the Software shall supersede the terms referenced above.