

# Adobe PDM - AEM 5.6.1 – Perpetual OnPremise (2013v3)

The Products and Services described in this PDM are subject to the applicable Sales Order, the terms of this PDM, the General Terms, and the OnPremise Exhibit or OnDemand Exhibit, as applicable.

# This PDM covers the following Products and Services:

| Name of Products and Services                                  | Туре               |
|--|--------------------|
| Adobe Experience Manager Web Content Management (AEM WCM)      | OnPremise Software |
| Adobe Experience Management Digital Asset Management (AEM DAM) | OnPremise Software |
| AEM Add-ons (except for Line No. 4 and 5)                      | OnPremise Software |
| AEM Dynamic Media, Personalized Media and Video add-on         | OnDemand Services  |
| AEM webinars, powered by Adobe Connect                         | OnDemand Services  |

### Adobe Experience Manager Web Content Management ("AEM WCM") – Product Description

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.

#### 1. AEM WCM Basic Edition

- 1.1 **License Metric.** AEM WCM Basic Edition is licensed per-base package. A base package includes two Instances. Any additional Instances must be purchased separately and identified in the applicable Sales Order.
- 1.2 **Description.** 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) 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 be separately licensed for each of the additional Adobe Marketing Cloud solutions that are integrated.
  - (B) Advanced Content Management. Advanced Content Management includes forms capabilities, Offline Editor, and WebDAV access.
  - (C) **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.
  - (D) **Common Internet File System (CIFS) Support.** The SMB/CIFS Adapter exposes the CRX repository via SMB/CIFS.
  - (E) **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.
- 1.3 **Product Limitations and Use Restrictions.** AEM WCM Basic Edition does not include licenses for AEM Users, which must be licensed separately and identified in the applicable Sales Order.

# 2. AEM WCM Standard Edition

- 2.1 License Metric. AEM WCM Standard Edition is licensed per-base package. A base package includes two Instances. Any additional Instances must be purchased separately and identified in the applicable Sales Order.
- 2.2 **Description.** 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.
  - (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, simple metadata management, digital asset versioning, and time based assets support and transcoding.
    - (1) The limited AEM DAM basic 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.
    - (2) 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.
  - (C) AEM as a Portal. The AEM as a Portal lets Users run JSR 286-compliant portlets in AEM WCM.
  - (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.
- 2.3 **Product/Service Limitations and Use Restrictions.** AEM WCM Standard Edition does not include licenses for AEM Users, which must be licensed separately and identified in the applicable Sales Order.

#### Adobe Experience Management Digital Asset Management ("AEM DAM") – Product Description

AEM DAM is a product for the planning, production, and distribution of digital assets for marketing campaigns and marketing initiatives.

#### 3. AEM DAM Standard Edition

- 3.1 **License Metric.** AEM DAM Standard Edition is licensed per-base package. A base package includes one Instance. Any additional Instances must be purchased separately and identified in the applicable Sales Order.
- 3.2 **Description.** 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:
  - (A) 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, access to integrations including InDesign, Sharepoint, and generic systems integrations (connectors must be purchases separately), 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).
  - (B) CIFS Support. The SMB/CIFS Adapter exposes the CRX repository via SMB/CIFS.
  - (C) **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.

# 3.3 **Product Limitations and Use Restrictions**

- (A) AEM DAM Standard Edition is licensed as a standalone base package or as an upgrade to the AEM WCM Standard Edition.
- (B) AEM DAM Standard Edition, when purchased as a standalone product separate from AEM WCM Standard Edition, does not include licenses for AEM Users, which must be licensed separately and identified in the applicable Sales Order.

### AEM Add-ons – Product Description

AEM Add-ons are add-on components that can only be added, for a cost, to the base license of AEM to enhance the functionality of the AEM deployment. Add-ons can only be added to and function with a licensed base product.

### 4. AEM General Add-ons

### 4.1 AEM Users

- (A) License Metric. AEM Users are licensed per each User and 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. AEM Users are licensed per-Cluster where Active Clustering for AEM DAM is activated or in use.
- (B) **Product Limitations and Use Restrictions.** AEM 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.

### 4.2 **AEM Feature Pack.**

- (A) License Metric. AEM Feature Packs are licenses per Feature Pack enabled.
- (B) Description. 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 licensing the requested AEM Feature Pack will be detailed in a Sales Order and a Professional Services Description attached to the Sales Order, describing the AEM Feature Pack and any additional rights and limitations associated with its use.

# 5. AEM WCM Add-ons

# 5.1 AEM Active Clustering for AEM WCM

- (A) License Metric. AEM Active Clustering for AEM WCM is licensed per-Cluster where AEM Active Clustering for AEM WCM is activated or in use.
- (B) **Description.** The license of Active Clustering for AEM WCM enables Cluster Functionality for AEM WCM licenses.

### 5.2 AEM Marketing Campaign Management ("AEM MCM")

- (A) License Metric. AEM MCM is licensed per-Instance where AEM MCM is activated or in use.
- (B) **Description.** AEM MCM enables Users to plan, design, launch, and optimize marketing campaigns across multiple digital channels, including mobile and social communities.

# 5.3 AEM Mobile

- (A) License Metric. AEM Mobile is licensed per-Instance where AEM Mobile is activated or in use.
- (B) **Description.** AEM Mobile leverages the AEM WCM platform and interface to deliver web content across a range of mobile devices and applications.

#### 5.4 AEM Multisite Manager ("AEM MSM")

- (A) License Metric. AEM MSM is licensed per-Instance where AEM MSM is activated or in use.
- (B) **Description.** AEM MSM lets AEM Users define relations between sites and to what degree re-use or control is exerted on the different sites. Once set up, AEM MSM does this automatically.

#### 5.5 AEM Social Communities

- (A) License Metric. AEM Social Communities is licensed per-Instance where AEM Social Communities is activated or in use.
- (B) **Description.** 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.

### 5.6 **AEM eCommerce**

- (A) License Metric. AEM eCommerce is licensed per-Instance where AEM eCommerce is activated or in use.
- (B) **Description.** AEM eCommerce provides basic commerce components including product pages, shopping cart and a standard set of APIs to integrate with eCommerce systems.

#### 5.7 Content Repository Connectors

- (A) License Metric. Content Repository Connectors is licensed per-base edition where Content Repository Connectors are activated or in use.
- (B) **Description.** Each Content Repository Connector is licensed to Customer for use with one AEM WCM base edition (Basic or Standard) and every related additional AEM WCM Instance(s) licensed.

### 5.8 **AEM DPS Media Publisher**

- (A) License Metric. AEM Media Publisher is licensed per-Instance where AEM Media Publisher is activated or in use.
- (B) **Description.** AEM WCM 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.

### 5.9 Additional AEM WCM Instances

- (A) License Metric. Additional AEM WCM Instances are licensed per-Instance when added to a base AEM WCM Basic or Standard Edition.
- (B) **Description.** Additional WCM Instances can be licensed for use with the AEM WCM Basic or Standard Editions.

#### 6. AEM DAM Add-ons

#### 6.1 AEM Dynamic Media, Personalized Media and Video

- (A) License Metrics. AEM Dynamic Media, Personalized Media and Video add-ons are available only as an OnDemand product. Details of the specific license metrics, descriptions and additional restrictions are in the PDM for AEM Media – OnDemand (2013v3).
- (B) **Description.** AEM Dynamic Media, AEM Personalized Media, and AEM Video are OnDemand Services that enable a cross media platform for managing, enhancing and delivering dynamic, rich content to web, print, email, and mobile channels.
- (C) **Restriction.** All AEM Media Products and Services require that Customer have an active license AEM DAM Standard enabled (either OnPremise or Cloud Hosted).

#### 6.2 Active Clustering for AEM DAM

- (A) License Metrics. Active Clustering for AEM DAM is licensed per-Cluster where Active Clustering for AEM DAM is activated or in use.
- (B) **Description.** The license of Active Clustering for AEM DAM enables Cluster Functionality for AEM DAM licenses.

#### 6.3 Additional AEM DAM Instances

- (A) **License Metrics.** Additional AEM DAM Instances are licensed per-Instance when added to an AEM DAM Standard Edition.
- (B) **Description.** Additional AEM DAM Instances can be licensed for use with the AEM DAM Standard Edition.

#### 7. AEM Integration Add-ons, powered by LiveCycle

#### 7.1 **AEM customer communications, powered by LiveCycle**

- (A) License Metric. AEM customer communications, powered by LiveCycle, is licensed per-CPU.
- (B) Description. AEM customer communications, powered by LiveCycle enables Customer to centralize the conversion, creation, assembly and delivery of human- and system-generated documents in electronic and printed formats. The extent of these capabilities is described in the product documentation. AEM customer communications, powered by LiveCycle, includes LiveCycle Base Components, LiveCycle PDF Generator, LiveCycle Output, and the Correspondence Management solution.

### (C) Product Limitations and Use Restrictions.

- (1) Customer must have a valid license to AEM in order to use the AEM customer communications, powered by LiveCycle, add-on.
- (2) AEM customer communications, powered by LiveCycle, is not available for licensing or use in Japan.
- (3) LiveCycle PDF Generator, LiveCycle Output, and the Correspondence Management Solution are described in the PDM for Adobe LiveCycle ES 4.0 - OnPremise (2013v3) and such descriptions are incorporated herein by reference. Customer's use of each of these components is subject to the terms and conditions contained in the PDM for Adobe LiveCycle ES 4.0 – OnPremise (2013v3).

### 7.2 AEM document services, powered by LiveCycle

- (A) License Metric. AEM document services, powered by LiveCycle, is licensed per-CPU.
- (B) Description. AEM document services, powered by LiveCycle enables Customer to render, prefill and extract data from forms, 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, includes LiveCycle Base Components, LiveCycle Forms Pro, and LiveCycle Reader Extensions modules.

### (C) Product Limitations and Use Restrictions.

- (1) Customer must have a valid license to AEM in order to use the AEM document services, powered by LiveCycle, add-on.
- (2) AEM document services, powered by LiveCycle, is not available for licensing or use in Japan.
- (3) The use of LiveCycle Reader Extensions software as part of AEM document services, powered by LiveCycle, 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
- (4) LiveCycle Forms Pro and LiveCycle Reader Extensions are described in the PDM for Adobe LiveCycle ES 4.0 OnPremise (2013v3) and such descriptions are incorporated herein by reference. Customer's use of each of these components is subject to the terms and conditions contained in the PDM for Adobe LiveCycle ES 4.0 OnPremise (2013v3).

### 7.3 AEM document security, powered by LiveCycle

- (A) License Metric. AEM document security, powered by LiveCycle, is licensed per-Recipient.
- (B) Description. 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, includes LiveCycle Base Components and LiveCycle Rights Management.

#### (C) Product Limitations and Use Restrictions.

- (1) Customer must have a valid license to AEM in order to use the AEM document security, powered by LiveCycle, add-on.
- (2) AEM document security, powered by LiveCycle, is not available for licensing or use in Japan.
- (3) LiveCycle Rights Management is described in the PDM for Adobe LiveCycle ES 4.0 OnPremise (2013v3) and such description is incorporated herein by reference. Customer's use of each of

these components is subject to the terms and conditions contained in the PDM for Adobe LiveCycle ES 4.0 - OnPremise (2013v3).

# 8. AEM Integration Add-ons, powered by Adobe Connect

- 8.1 **AEM webinars, powered by Adobe Connect.** The functionality for AEM webinars, powered by Adobe Connect is described in the various modules listed in the PDM for Adobe Connect OnDemand Hosted (2013v3). Use of AEM webinars, powered by Adobe Connect, is subject to all the terms and conditions contained in the PDM for Connect OnDemand Hosted (2013v3).
  - (A) License Metric. AEM webinars, powered by Adobe Connect, is licensed per bundle on an annual basis and includes the following:
    - (1) 1 Adobe Connect Seminar Room Capacity 1,500
    - (2) 1 Adobe Connect Seminar Room Capacity 500
    - (3) 10 Adobe Connect Named Event Managers
    - (4) 10 Adobe Connect Named Hosts
  - (B) Description. AEM webinars, powered by Adobe Connect, is only available as an Adobe hosted add-on that provides a set of Adobe Connect OnDemand licenses, enabling an integrated end-to-end webinar solution on top of AEM.

# (C) Product Limitations and Use Restrictions.

- (1) Customer must have a valid license to AEM in order to use the AEM webinars, powered by Adobe Connect, add-on.
- (2) AEM webinars, powered by Adobe Connect, is not available for licensing or use in Japan.
- (3) Use of the AEM webinars, powered by Adobe Connect, add-on requires that Customer download and install the "Adobe Experience Manager webinars integration", available on the AEM Package Share server for no additional charge.

# Additional Terms.

- **9. Maintenance and Support.** 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 then 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.
- **10.** License for Development Software. 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 limited 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 will only have rights to access the licensed 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.
- **11. 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 a notification that an Instance is active.

- 12.1 **"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 sharing a common repository, then they are a Cluster).
- 12.2 "Clustering Functionality" means the enablement of the OnPremise Software to work as a Cluster.
- 12.3 "CPU" means central processing units on Computers used to operate the Adobe LiveCycle OnPremise Software provided that:
  - (A) 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
  - (B) when a CPU contains more than one processing core, each group of two processing cores, and any remaining unpaired processing core, will be deemed one CPU unless it conforms to the guidelines described in the applicable Multicore Policy at <u>http://www.adobe.com/go/multicorepolicy</u>, or in a separate writing signed by both parties.
- 12.4 **"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.
- 12.5 **"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.
- 12.6 **"Instance**" means one copy of the OnPremise Software running on one Computer. Each Instance can be designated as either 'author' or 'publisher', but each will be counted separately as one Instance.
- 12.7 "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 OnPremise (2013v3) 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 OnPremise (2013v3).
- 12.8 "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 Services 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.

# 12.9 "Reader Features" means:

- (A) 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
- (B) 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.
- 12.10 **"Recipient**" means a unique person who receives Deployed Document(s). Recipient licenses may not be shared or used by more than one individual Recipient but may be reassigned
  - (A) when new Recipients replace former Recipients who have terminated their engagement with Customer; or
  - (B) upon written permission from Adobe. Each Recipient is licensed for a single Deployment.