



Adobe PDM – Adobe On-demand Cloud Messaging Service (2014v2)

With Optional On-demand Message Center and Optional On-demand Inbound Interactions

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 Exhibit for On-demand Services.

This PDM covers the following Products and Services:

Name of Products and Services	Type of Software or Service
Adobe On-demand Cloud Messaging Service	On-demand Services
Adobe On-demand Message Center	On-demand Services
Adobe Inbound Interactions (ONLY for Customers who also purchased Adobe Campaign On-premise – Ultimate bundle)	On-demand Services

Adobe On-demand Cloud Messaging Service – Product Description

1. Adobe On-demand Cloud Messaging (CM) Service enables the distribution of email messages through the Customer’s application server that leverages Adobe Campaign On-premise. CM includes the capability to host Customer’s images embedded in emails and serve those images on recipients (“**Image-Video Serving**”) and allow linking to those images in connection with emails sent by Adobe on behalf of the Customer. CM also provides for the ability to configure reports related to the distribution and delivery of Customer’s email campaigns.
 - 1.1 License Metric. Customer is charged an annual fee based on the anticipated emails sent per year (i.e., annual email volume commitment) as set forth in the Sales Order. If Customer’s actual number of emails sent exceeds its prior year’s email volume commitment, then Adobe is entitled automatically increase the Customer’s commitment for the next year and the corresponding annual fee for the next year in accordance with the terms specified in the applicable Sales Order.
 - 1.2 Product/Service Limitations and Use Restrictions.
 - (A) In developing Customer’s infrastructure needs for the On-demand CM Service, Adobe gathers information about the Customer’s specific usage requirements and uses its knowledge of standard usage scenarios to identify the specific IT infrastructure resources that Customer needs. Specifically for Cloud Messaging Services, Adobe allocates IPv4 Addresses and storage for Image-Video Serving as specified in the Sales Order. If the Customer’s actual usage varies substantially from the assumed requirements, then Customer will need to purchase additional IPv4 Addresses and storage for Image-Video Serving.
 - (B) IPv4 Addresses. Adobe allocates IPv4 addresses as set forth in the Sales Order based on Adobe’s knowledge of email activity for a standard use case, as well as its understanding of Customer’s specific use case as gathered during the sales process. The total number of IPv4 addresses is set forth in the Sales Order.
 - (C) Image-Video Serving. As part of its On-demand CM Service, Adobe provides Image-Video Serving capability and in connection with that capability hosts digital assets (images, videos, etc.) so that those digital assets can be embedded within email campaigns. Image-Video Serving is measured, limited, and charged by the amount of networking bandwidth used in serving and transmitting the digital assets (images, etc.). Specifically, storage for Image – Video Serving is limited to a specified number of Gigabytes transmitted per month (GBs/ month) as set forth in the Sales Order. If Customer exceeds the specified GB limit for Image-Video Serving as set forth in the Sales Order, it will be charged per GB in arrears for over-usage at its contracted rate as indicated in the applicable Sales Order. Customer also may choose to purchase additional Image-Video Serving capacity, in advance.

- (D) Domain Delegations. Domain Delegations (i.e., the number of designated domains of Customer requiring support from Adobe in connection with email campaigns) are limited to 5. Customer may purchase a committed amount of additional domain delegations, in advance. If Customer needs domain delegations in excess of 5, this may be addressed in the Professional Services section of the Sales Order.
- (E) Adobe is not responsible for the non-delivery of email messages that occur due to email address errors, hard bounces, soft bounces, email filters of mail clients, email blacklists, etc. and will charge Customer based on the number of emails sent on behalf of Customer. The foregoing types of errors (email address errors, hard bounces, soft bounces, reputation of customer over time, email blacklists, etc.) can also, in general, adversely impact email delivery performance and Adobe is not liable for performance degradation caused by such errors.

2. Adobe On-demand Message Center Service and On-demand Inbound Interactions Service

2.1 Message Center - Server Fees for Hosting.

An Adobe Customer, who has purchased both Adobe Campaign On-premise solution (Standard, Premium or Ultimate bundle) and purchased Adobe's On-demand Cloud Messaging Service, may also purchase Adobe On-demand services to host the Customer's usage of the Message Center capability described in the PDM for Adobe Campaign On-premise. For Adobe to host the Message Center capability, Customer pays for dedicated execution server(s) to leverage Message Center's capabilities (i.e., transactional email). Customer will be charged an annual IT infrastructure fee based on the specified number of servers necessary to support its anticipated transactional email volumes. The number of Message Center servers is specified in the applicable Sales Order. The "per server" designation does not necessarily have a 1:1 correlation with a physical server as Adobe may utilize virtualization technologies to achieve the equivalent effect. Customers may purchase additional message center servers in advance. If Customer over-uses the dedicated server capacity, Adobe does not bill in arrears for such over-usage but Customer may experience performance degradation as noted below until such time as it purchase the necessary servers to support its usage.

2.2 Inbound Interactions – Hosting Fees.

An Adobe Customer, who has purchased both Adobe Campaign On-premise solution containing Inbound Interactions capability (i.e., Ultimate bundle ONLY) and purchased Adobe's On-demand Cloud Messaging Service, may also purchase Adobe On-demand services to host the Customer's usage of the Inbound Interactions capability described in the PDM for On-premise. For hosting the Inbound Interactions capability, Customer will designate an anticipated level of Inbound Interactions per hour and based on its anticipated usage, Customer will be charged annual hosting fees associated with the IT infrastructure that is necessary to support the Customer's designated number of Inbound Interactions per hour. Customers may purchase additional Inbound Interactions in advance. "**Inbound Interaction**" means each time a Customer, who has purchased the AC On-premise Ultimate bundle, uses the interaction capability to respond to a recipient request by pulling from the recommendation engine to deliver a real-time message.

2.3 Over-usage of Dedicated IT infrastructure and Performance Degradation.

If Customer overuses allocated infrastructure resources described above and specified in the applicable Sales Order, then system performance is likely to degrade and possibly lead to system failure depending on circumstances and the nature of the over-usage. Under circumstances of Customer over-usage, Adobe will not be responsible for degraded performance or system failures. Adobe also is not responsible for the non-delivery of email messages that occur due to email address errors, hard bounces, soft bounces, email filters of mail clients, email blacklists, etc. and will charge Customer based on the number of emails sent on behalf of Customer. The foregoing types of errors (email address errors, hard bounces, soft bounces, reputation of customer over time, email blacklists, etc.) can also, in general, adversely impact email delivery performance and Adobe is not liable for degradation caused by such errors.

3. Compliance with Applicable Laws and Regulations related to Email Campaigns

3.1 Customer agrees to comply with all laws and regulations related to email campaigns delivered through Adobe's On-demand CM Services, including but not limited to the following:

- (A) The Customer will provide recipients with the means to unsubscribe and therefore no longer receive commercial email communications.

- (B) The Customer will refrain from sending unsolicited email communications.
- (C) Email communications will not contain information construed to be pornographic, defamatory, libelous, hate speech, or racist.
- (D) The Customer will populate the "From" and "Subject" fields of the email communications with true, accurate and unambiguous information.
- (E) The Customer will use reliable authentication techniques (e.g., SPF/senderID, DK/DKIM) for the domain names used to send email communications.

3.2 Adobe has the right to suspend the Adobe On-demand CM Services, in whole or in part, immediately upon written notice to Customer, if Customer fails to comply with Section 3.1 of this PDM. Customer is not entitled to a credit or reimbursement during a period of suspension caused by its non-compliance with Section 3.1. In Adobe's reasonable discretion, the Adobe On-demand CM Services will be reinstated following Customer's remediation of its non-compliance with Section 3.1 if Customer provides the necessary supporting documentation of its remedy to Adobe.

4. Upgrades or Updates to Adobe On-demand Cloud Messaging Services.

4.1 In general, Adobe will provide Customers with access to upgrades and enhancements to the enabled features of Adobe's On-demand Cloud Messaging Services without additional fees, if Adobe has decided to provide those upgrades and enhancements to all Adobe customers (i.e., its entire customer base) without charge in the ordinary course of business. The next release of Adobe On-demand Cloud Messaging Services currently scheduled for the last quarter of 2014 may require Customer who have purchased Adobe On-demand Cloud Messaging Services, or any predecessor Neolane product, to pay additional fees to migrate to the next major release of Adobe On-demand Cloud Messaging Services scheduled for late 2014. Adobe anticipates substantial changes in functionality and architecture to its Adobe Campaign products and these changes may, in turn, impact the cost of an upgrade or update to Adobe's next release of the On-demand Cloud Messaging Services. Accordingly, Adobe may decide that the next release of the On-demand Cloud Messaging Services described in this PDM requires additional fees prior to Customer's use of it. If, at some future date, Customer wishes to migrate from Adobe On-demand Cloud Messaging Services described under this PDM to the latest release of Adobe On-demand Cloud Messaging Services, Customer must contact its designated Adobe sales representative for an estimate of the fees associated with migrating to the next release of Adobe On-demand Cloud Messaging Services scheduled for late 2014 (or some time thereafter).