Adobe PDM - Adobe® LiveCycle® Managed Services (2013v3)

The Services described in this PDM are Managed Services and are governed by the terms of the General Terms, the Exhibit for OnDemand Services, the Exhibit for Managed Services, this PDM, and the applicable Sales Order.

LiveCycle Managed Services Description

Adobe LiveCycle Managed Services allows Customer to outsource its IT management of LiveCycle to Adobe. Adobe will install, upgrade, and manage LiveCycle in a single tenant environment, which the Customer may then customize to meet Customer's needs. Adobe LiveCycle Managed Services is licensed by module, for each of the following modules:

1. **LiveCycle Connector**

   1.1 **License Metrics.** LiveCycle Connector is licensed on a per-Server basis.

   1.2 **Description.** LiveCycle Connector Software connects enterprise content management systems to engagement applications providing content repository services.

   1.3 **Product Limitations and Use Restrictions.** LiveCycle Connector is licensed for use only with Adobe software applications and the non-Adobe content management software application for which it is designed, as indicated by the name of the particular version of LiveCycle Connector licensed to Customer.

2. **LiveCycle Digital Signatures**

   2.1 **License Metrics.** LiveCycle Digital Signatures is licensed on a per-Server basis.

   2.2 **Description.** LiveCycle Digital Signatures module allows Customer to author and validate Certified Documents.

3. **LiveCycle Forms**

   3.1 **License Metrics.** LiveCycle Forms is licensed on a per-Server basis.

   3.2 **Description.** LiveCycle Forms module enables Customer to deploy interactive XML-based forms in Adobe Reader, Adobe Flash Player or web browsers.

4. **LiveCycle Forms Standard**

   4.1 **License Metrics.** LiveCycle Forms Standard is licensed on a per-Server basis.

   4.2 **Description.** LiveCycle Forms Standard provides Customer with all the rights and restrictions of LiveCycle Forms software as well as the use of LiveCycle Reader Extensions software to enable a Document with Adobe Reader Features, only when that Document has been rendered by LiveCycle Forms software immediately prior to its use by an individual Recipient.

5. **LiveCycle Forms Pro**

   5.1 **License Metrics.** LiveCycle Forms Pro is licensed on a per-Server basis.

   5.2 **Description.** LiveCycle Forms Pro provides Customer with all the rights and restrictions of LiveCycle Forms Standard as well as the capabilities of LiveCycle Mobile Forms, LiveCycle Forms Management and LiveCycle Output.

   5.3 **Service Limitations and Use Restrictions.** The use of LiveCycle Output is restricted to rendering a document receipt of data captured using a form rendered through LiveCycle Forms or LiveCycle Mobile Forms.

6. **LiveCycle Forms Pro Add-On**

   6.1 **License Metrics.** LiveCycle Forms Pro Add-On is licensed on a per-Server basis to those Customers who already have a valid license for LiveCycle Forms.

6.2 **Description.** LiveCycle Forms Pro Add-On software grants Customer the right to use LiveCycle Mobile Forms, LiveCycle Forms Management and LiveCycle Output, but does not include a license to LiveCycle Reader Extensions.

6.3 **Service Limitations and Use Restrictions.** The use of LiveCycle Output is restricted to rendering a document receipt of data captured using a form rendered through LiveCycle Forms or LiveCycle Mobile Forms.

7. **LiveCycle Mobile Forms Add-On**

7.1 **License Metrics.** LiveCycle Mobile Forms Add-On is licensed on a per-Server basis to those Customers who already have a valid license for LiveCycle Forms.

7.2 **Description.** LiveCycle Mobile Forms Add-On software grants Customer the right to use LiveCycle Mobile Forms and LiveCycle Output.

7.3 **Service Limitations and Use Restrictions.** The use of LiveCycle Output is restricted to rendering a document receipt of data captured using a form rendered through LiveCycle Forms or LiveCycle Mobile Forms.

8. **LiveCycle Output**

8.1 **License Metrics.** LiveCycle Output is licensed on a per-Server basis.

8.2 **Description.** LiveCycle Output module enables Customer to dynamically generate personalized documents on demand in print and electronic formats.

8.3 **Service Limitations and Use Restrictions.** If Customer obtains LiveCycle Output as part of an upgrade to LiveCycle Forms from a previously licensed version of LiveCycle Forms (e.g., Adobe Forms Server 7.x), Adobe grants to Customer a non-exclusive license to permit Authorized Users to install and use the LiveCycle Output, solely to generate non-interactive PDF documents (i.e., no interactive form fields included in the PDF document) for processing exclusively with the corresponding LiveCycle Forms upgrade. For the avoidance of doubt, use of LiveCycle Output, when provided as part of an upgrade to LiveCycle Forms, is restricted to deployment on the same Server on which LiveCycle Forms is installed. The foregoing license to LiveCycle Output specifically excludes other components included in LiveCycle Output, and Customer is not permitted to use any other software applications or components accompanying, or installed with, LiveCycle Output, unless Customer obtains a separate license to do so.

9. **LiveCycle PDF Generator**

9.1 **License Metrics.** LiveCycle PDF Generator is licensed on a per-Server or per-Authorized User basis.

9.2 **Description.** LiveCycle PDF Generator module enables Customer to automate the creation and assembly of PDF documents from many file formats.

9.3 **Service Limitations and Use Restrictions.**

(A) To the extent that Customer has separately licensed a Supported Adobe Software Product, Customer may use such Supported Adobe Software Product with Adobe LiveCycle PDF Generator for the sole purpose of converting files in the native file formats of such Supported Adobe Software Products (*e.g.* files in the .psd format) subject to the following limitation: Customer may only use the Supported Adobe Software Products indirectly through the use of the Adobe LiveCycle PDF Generator module to the extent Adobe LiveCycle PDF Generator is designed to access the Supported Adobe Software Products programmatically as described in the Documentation. "**Supported Adobe Software Product**" means certain other Adobe software applications as described in the Documentation, in connection with which Adobe LiveCycle PDF Generator is designed to operate.

(B) Customer's right to use the Managed Service in the Production Phase to generate or assemble content in the PDF Format ("**Process**") is limited based on the applicable License Metric as follows:

(1) when the Managed Service is licensed on a per-Server basis, the Service will be used to Process PDFs solely as a result of a predefined automated workflow process and not any other uses, including without limitations ad hoc submission and receipt of files by Authorized Users; and

(2) when the Managed Service is licensed on a per-Authorized User basis, the PDF content must be generated as a result of any process other than the Per-Server basis specified above.

10. **LiveCycle Process Management**

10.1 **License Metrics.** LiveCycle Process Management is licensed on a per-Server basis.

10.2 **Description.** LiveCycle Process Management module enables Customer to perform task assignment and task management. It also enables Customer to initiate and participate in form-based business processes by using a web browser.

11. LiveCycle Reader Extensions

11.1 **License Metrics.** LiveCycle Reader Extensions software is licensed on a per-Authorized User basis.

11.2 **Description.** LiveCycle Reader Extensions module software enables Customer to activate in documents it distributes certain features of Adobe Reader that are not usually available when a PDF document is opened using Adobe Reader.

12. LiveCycle Rights Management

12.1 **License Metrics.** LiveCycle Rights Management is licensed on a per-Authorized User basis.

12.2 **Description.** LiveCycle Rights Management module enables Customer to place certain controls on documents, such as who may open or print a document.

13. AEM for Forms Portal

13.1 **License Metrics.** AEM for Forms Portal may be deployed on an unlimited number of Instances and administered by an unlimited number of Users.

13.2 **Description.** AEM for Forms Portal includes AEM WCM Basic Edition and AEM Mobile, limited to the use cases described below. AEM for Forms Portal enables Customer to manage forms and documents on a website. Please see AEM 5.6.1 – Perpetual OnPremise PDM (2013v3) for full description.

13.3 **Product Limitations and Use Restrictions.** The use of AEM Forms Portal is limited solely to the creation, management, administration and delivery of forms and documents on a website, such as creation and customization of a web page associated with the search, display, retrieval and processing of the associated forms and documents.

Additional Terms

14. Additional LiveCycle Managed Services Terms

14.1 **Log-In Information.** To gain access to and use the Managed Service, Customer may be required to create various log-in ID(s) and password(s) ("**Log-In Information**"). Customer is responsible for all activity occurring under Customer's Log-In Information. Adobe may require Customer to change Customer's Log-In Information if such Log-In Information is inconsistent with the terms of this Agreement.

14.2 **Non-licensed Persons.** Customer may also permit non-licensed persons to participate in electronic processes that utilize the Managed Service provided that such non-licensed persons are not permitted to initiate such processes, and such participation does not otherwise violate any of the prohibitions on use of the Managed Service described in this Agreement.

14.3 **Customer Content.** Customer Content may be stored on Adobe's servers at Customer's request, as necessary for Adobe to provide the Managed Service, and in accordance with the Storage Policy. Adobe does not provide an archiving service, however, and Customer is solely responsible for Customer Content including making and keeping backup copies of Customer Content. Adobe will use commercially reasonable efforts to block the uploading of Customer Content to the Managed Service that contains viruses detected by using industry standard virus detection software. Except as provided herein, Adobe has no responsibility or liability for the deletion or accuracy of Customer Content, the failure to store, transmit or receive transmission of Customer Content (whether or not processed by the Managed Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Managed Service.

(A) **Controlling Content Access.** Certain features of the Managed Service enable Customer to specify the level at which such Managed Service restricts access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content.

(B) **Adobe Access to Customer Content.** Customer acknowledges that the Managed Service is automated and that Adobe will not access, view, or listen to any Customer Content, except as reasonably necessary to perform the Managed Service, such as:

(1) respond to support requests;

(2) detect, prevent, or otherwise address fraud, security, or technical issues;

(3) deemed necessary or advisable by Adobe in good faith to conform to legal requirements or comply with legal process; or

(4) enforcing this Agreement, including investigation of potential violations hereof.

14.4 **Content Repository Extreme.** All usage of the Content Repository Extreme component contained within the Foundation Components is limited solely to its use in conjunction with the Managed Service.

14.5 **Prohibited Uses.**

(A) Except as expressly authorized under this Agreement, Customer is prohibited from using the SDK Software on behalf of third parties, including use of the SDK Software to generate PDF files from electronic documents or content provided by third parties when Customer also distributes or makes available the generated PDF files to the same third parties except to the extent such PDF files are a part of a broader service or product offering and not the sole or primary value of such service or product offering.

(B) Customer may not attempt to interact with the operating system underlying the Managed Service or attempt to access modules of the Managed Service to which it does not have a valid license as specified in the Sales Order.

15 Additional Terms

15.1 "**Adobe Reader Features**" means the following:

(A) certain technology embedded into PDF files by the Managed Service 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 that contains or refers to access and usage rights designed to be enforced by LiveCycle Rights Management components of the Managed Service directly or through supported software applications.

15.2 "**Authorized Users**" means employees, Development Partners, and individual contractors (*i.e.* temporary employees) of Customer. Non-licensed persons that participate in electronic processes that utilize the Managed Service will be deemed Authorized Users for the sole purpose of counting the number of users using the Managed Service under the per-Authorized User License Metric and not for any other purpose.

15.3 "**Certified Document**" or "**CD**" means a PDF file that has been digitally signed using the following:

(A) the Managed Service's CD feature set;

(B) a certificate; and

(C) a "private" encryption key that corresponds to the "public" key in the certificate.

15.4 "**Data Services Features**" means the remoting features and associated data services destinations automatically installed and configured with the initial installation of the Foundation Components.

15.5 "**Document**" means an electronic or printed file that is processed or generated by the Managed Service, including documents that contain data fields where data may be entered and saved.

15.6 "**Foundation Components**" means the components of the Managed Service that are automatically installed with the standard configuration for first-time installations, and specifically excludes the following:

(A) Evaluation Software, the portions of the LiveCycle SDK Components other than the client libraries used to access the Managed Service programmatically, and Flex SDK Components;

(B) the JBoss Application Server Software, the MySQL database software and the MySQL JDBC driver software accompanying the Managed Service; and

(C) other components of the Managed Service that are separately licensed by Adobe.

15.7   "**Instance**" means 1 copy of AEM for Forms Portal running on the hardware infrastructure managed by Adobe. Each Instance can be designated as either 'author' or 'publisher' but each will be counted separately as one Instance.

15.8   "**LiveCycle SDK**" means the software libraries (including client libraries used to programmatically access the Managed Service), sample software code, application programming interfaces, header files and related information, and the file format specifications, if any, included as part of the Managed Service as described in the Documentation or a "Read Me" file accompanying the applicable Managed Service, but specifically excludes the Flex SDK.

15.9   "**SDK Software**" means, collectively, the LiveCycle SDK and Flex SDK.

15.10   "**Server**" means a single installation of the LiveCycle ES on-premise software installed on infrastructure provided by Adobe with the computing equivalent of 4 CPUs of capacity of a 1.0-1.2 GHz 2007 Opteron or 2007 Xeon processor.

15.11   "**User**" means employee(s) or contractors of Customer that are authorized to have login access, either directly or programmatically such as through use of an API, to AEM for Forms Portal for any purpose, including administration or authoring of the Instance(s), administration of Adobe hosted or online accounts, or maintenance of Customer Content stored within AEM for Forms Portal.