



Adobe PDM - AEM 6.0: On-premise (2014v3)

The Products and Services described in this Product Description and Metrics (“PDM”) document are subject to the applicable Sales Order, PDM, Exhibit for On-premise Software, and General Terms.

This PDM describes the following On-premise Software:

Section	Name of Product
1	Adobe Experience Manager Sites
2	Adobe Experience Manager Assets
3	Adobe Experience Manager Forms

1. Adobe Experience Manager Sites (“AEM Sites”) – Product Description

AEM Sites is a web content management 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.

1.1 AEM Sites

- (A) **License Metric.** AEM Sites is licensed per each base package. A separate base package must be licensed for each AEM Deployment. AEM Sites base package includes one Author Instance, one Publish Instance, and an unlimited number of Dispatcher Instances.
- (B) **Description.** AEM Sites includes the following capabilities. Use of these capabilities is licensed to Customer for use on both Instances included with AEM Sites and on each Additional Instance of AEM Sites licensed and added to the AEM Deployment.
 - (1) **Media Library.** Media Library provides a limited tool for the production and distribution of digital assets. Media Library includes a content repository, Creative Suite integration via Adobe Drive and WebDAV, Creative Cloud file share integration, basic metadata management, asset versioning, basic tag management, activity streams (timelines), and limited rights management functionality.
 - (2) **Capabilities Included.** AEM Sites also includes use of any of the following modules and tools on each licensed AEM Deployment of AEM Sites: Adobe Marketing Cloud Integrations, Adobe Digital Publishing Suite Integrations, clustering options, advanced content management, Dispatcher Instances, LDAP with Single Sign On (SSO), Marketing Campaign Management, Media Publisher, Portal, Portal Director, Targeting, and Projects.
- (C) **Product Limitations and Use Restrictions**
 - (1) AEM Sites integrations with Adobe Marketing Cloud, Adobe Digital Publishing Suite, Adobe Creative Cloud, and Adobe Creative Suite include only the integration code; Customer must license each of the additional products separately.
 - (2) A separate license for AEM Sites base package is required for each AEM Deployment of AEM Sites. Additional Instances may be licensed separately and added to an AEM Deployment of AEM Sites to increase the capacity of that AEM Deployment.
 - (3) AEM Sites does not include licenses for AEM Users, which must be licensed separately and identified in the applicable Sales Order.

1.2 AEM Sites Add-ons

(A) Additional Instances

- (1) **License Metric.** Additional Instances are licensed per Instance.
- (2) **Description.** Additional Instances are added to an AEM Deployment of AEM Sites to increase the capacity of this AEM Deployment and can be designated either as an Author or Publish Instance.
- (3) **Product Limitations and Use Restrictions.** Additional Instances may only be added to an AEM Deployment where the AEM Sites base package has been licensed and installed, and may not be used independently to perform any features or functions of AEM Sites.

(B) AEM Users

- (1) **License Metric.** AEM 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 the AEM Sites or AEM Assets products licensed herein.
- (2) **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.

(C) Commerce

- (1) **License Metric.** Commerce is licensed per Instance where in-use. Commerce is in-use on any Author or Publish Instance where the Commerce functionality, or any portion thereof, is being used or was previously activated (even if not continuously in-use) on that Instance.
- (2) **Description.** Commerce provides basic commerce capabilities including product pages, shopping cart, and a standard set of APIs to integrate with eCommerce systems.

(D) Mobile

- (1) **License Metric.** Mobile is licensed per Instance where in-use. Mobile is in-use on any Author or Publish Instance where the Mobile functionality, or any portion thereof, is being used or was previously activated (even if not continuously in-use) on that Instance.
- (2) **Description.** Mobile leverages the AEM Sites platform and interface to deliver web content across a range of mobile devices; providing functionality for creating mobile specific websites, viewing a mobile page emulated for a mobile device, or switching between several views. Mobile includes LiveCopy functionality, which allows a link content between standard websites created in AEM Sites and mobile/tablet sites created with Mobile. Customers do not need Multi-Site Manager to use LiveCopy functionality between a standard website and a mobile site. However, if Customer is managing multiple websites for different regions, languages, etc. Multi-Site Manager is required.

(E) Multisite Manager

- (1) **License Metric.** Multisite Manager is licensed per Instance where in-use. Multisite Manager is in-use on any Author Instance where the Multisite Manager functionality, or any portion thereof, is being used or was previously activated (even if not continuously in-use) on that Instance.
- (2) **Description.** Multisite Manager lets AEM Users define relations between sites and to what degree re-use or control is exerted on the different sites. Once set up, Multisite Manager does this automatically.
- (3) **Product Limitations and Use Restrictions.** Multisite Manager is only for use with Instances designated as Author Instances and will not function with Publish Instances.

(F) Social Communities

- (1) **License Metric.** Social Communities is licensed per Instance where in-use. Social Communities is in-use on any Author or Publish Instance where the Social Communities functionality, or any portion thereof, is being used or was previously activated (even if not continuously in-use) on that Instance.
- (2) **Description.** 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.

2. Adobe Experience Manager Assets (“AEM Assets”) – Product Description

AEM Assets is a digital asset management tool that is fully integrated with the AEM platform and enables Customer to share and distribute digital assets. AEM Users can manage, store, and access images, videos, documents, audio clips, and rich media for use on the web, in print, and for digital distribution.

2.1 AEM Assets

(A) **License Metric.** AEM Assets is licensed per each base package. A separate base package must be licensed for each AEM Deployment. AEM Assets base package includes one Instance.

(B) **Description.** AEM Assets includes the following capabilities, and use of these capabilities is licensed to Customer for use on the Instance included with AEM Assets and on each Additional Instance of AEM Assets licensed and added to the Deployment.

(1) **Core Features.** Content repository, collaboration and annotations of assets, configurable search facets, asset versioning, asset edit, rotate and crop, static renditions, tag management, collections & lightbox, camera RAW file support, advanced metadata management, predefined asset workflows, media portal asset share, video encoding (ffmpeg), and review and approval workflows.

(2) **Integrations.** Integration connectors are available for Adobe products and third-party products (purchased separately), including Adobe Creative Cloud and Marketing Cloud folder sharing, Creative Suite application integrations via Adobe Bridge, Adobe Drive, PIM integration, Adobe Digital Publishing Suite Integrations, Advanced InDesign Server integration, SharePoint, and Documentum integrations.

(3) **Capabilities Included.** AEM Assets also includes use of any of the following modules and tools on each licensed AEM Deployment of AEM Assets: Commerce, dynamic renditions, reporting, rights management security by ACL, advanced rights management functionality including closed user group access at folder level and on the Publish Instance, copyright web statement and expirations, clustering options, LDAP with SSO, advanced review and approval workflows to create ad-hoc reviews on batch assets, and Projects.

(C) Product Limitations and Use Restrictions

(1) AEM Assets integrations described above, including but not limited to Adobe Marketing Cloud, Adobe Creative Cloud, and Adobe Creative Suite only include the integration code. Customer must license each of the additional products separately.

(2) A separate license for AEM Assets is required for each AEM Deployment of AEM Assets. Additional Instances may be licensed separately and added to an AEM Deployment of AEM Assets to increase the capacity of that AEM Deployment.

(3) AEM Assets does not include licenses for AEM Users, which must be licensed separately and identified in the applicable Sales Order.

2.2 AEM Assets Add-ons

(A) Additional Instances

(1) **License Metric.** Additional Instances are licensed per Instance.

(2) **Description.** Additional Instances are added to an AEM Deployment of AEM Assets to increase the capacity of that AEM Deployment and can be designated either as an Author or Publish instance.

(3) **Product Limitations and Use Restrictions.** Additional Instances may only be added to an AEM Deployment where the AEM Assets base package has been licensed and installed, and may not be used independently to perform any features or functions of AEM Assets.

(B) AEM Users

(1) **License Metric.** AEM 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 the AEM Sites or AEM Assets products licensed herein.

- (2) **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.
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3. Adobe Experience Manager Forms (“AEM Forms”) – Product Description

AEM Forms is an enterprise document and form platform that enables customers to capture and process information, deliver personalized communications, and protect and track sensitive information. AEM Forms extends business processes to a mobile workforce and clients by broadening service access to users equipped with a desktop, laptop, smartphone, or tablet.

3.1 AEM Forms

- (A) **License Metric.** AEM Forms is licensed per each CPU.
- (B) **Description.** AEM Forms consists of the following capabilities; use of these capabilities is licensed to Customer for use with each licensed copy of AEM Forms:

(1) Forms Portal

- (a) **AEM Sites Limited Functionality for Forms Management.** Forms Portal allows for access and limited use of AEM Sites and Mobile add-on functionality.
- (i) AEM Sites and Mobile add-on as part of AEM Forms includes two Instances of AEM Sites and Mobile add-on and may only be used for 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 forms and documents.
- (ii) Customer may not use AEM Sites as part of AEM Forms to publish web content or manage websites not related to forms processing or document display.
- (iii) If Customer combines an AEM Sites Instance and other AEM Forms capabilities on the same Computer then this combination will be counted as use of an AEM Sites Instance in addition to use of an AEM Forms CPU(s).
- (b) **AEM Assets Limited Functionality.** AEM Forms Portal allows for access and limited use of AEM Assets functionality. AEM Assets may be used in the composition of forms, documents and correspondence and related AEM Forms Portal web pages but may not be used for general asset storage and management.
- (c) **AEM Form Portal User Access.** Customer is granted a reasonable number of AEM Users needed to administer and access AEM Sites and AEM Assets each as part of AEM Forms. These AEM Users are limited to accessing AEM Sites and AEM Assets for the limited functionality included as part of AEM Forms only and are not granted access to full AEM Sites or AEM Assets functionality. Recipients are allowed to complete and return forms using electronic processes in AEM Forms; however, Recipients are not allowed to have direct access to the AEM Forms On-premise software.

(2) PDF Forms with Reader Extensions.

- (a) **PDF Forms.** Customer may use PDF Forms to render, prefill and extract data from Documents, enable standard capabilities in the free Adobe Acrobat Reader, and manage Documents.
- (b) **Reader Extensions.** When Reader Extensions is used on Documents it enables Customer to activate additional Reader Features in Adobe Acrobat Reader. Customer may use Reader Extensions on up to 100 unique Documents per each AEM Forms CPU licensed and distribute these Documents to Recipients. Additionally, Customer may use Reader Extensions in an unlimited fashion only when Document has been rendered by PDF Forms immediately prior to its distribution and use by a Recipient. In this unlimited use scenario, the Reader Extended Document may not be posted to a website or otherwise distributed to more than one Recipient without re-rendering the Document using PDF Forms.

- (3) **Fonts.** AEM Forms includes font software that Customer may use for on Customer's Computers that have AEM Forms installed. Additionally, Customer has a limited right to embed the font software under the following conditions:
 - (a) For fonts identified as "Licensed for print and preview embedding" on Adobe's website at <http://www.adobe.com/type/browser/legal/embeddingeula.html>, Customer may embed copies of the font software for these specified fonts into Customer's Documents for the purpose of printing and viewing Documents.
 - (b) For fonts identified as "Licensed for editable embedding" on Adobe's website at <http://www.adobe.com/type/browser/legal/embeddingeula.html>, Customer may embed copies of the font software for these fonts into Customer's Documents for the purpose of creating editable Documents.
 - (c) No other embedding rights are implied or permitted under this license.
- (4) **Desktop Software.** AEM Forms includes use of Adobe LiveCycle Designer and Adobe LiveCycle Workbench software on a reasonable number of the desktop or laptop Computers as may be necessary for Customer's use of AEM Forms. Installation and use of Adobe LiveCycle Designer or Adobe LiveCycle Workbench on a workstation Computer is not counted as an additional CPU.
- (5) **Additional Modules Included.** AEM Forms also includes use of any of the following modules and tools on each licensed CPU of AEM Forms: ECM Connectors, Output, PDF Generator, Digital Signatures, Adaptive Forms, Mobile Forms, Correspondence Management, AEM Forms Workflow, Workspace, and Workspace Mobile. Customer is also granted access to the AEM Forms SDKs.

(C) **Product Limitations and Use Restrictions**

- (1) **Digital Certificates.** When using the Digital Signatures module, Digital certificates may be issued by third party certificate authorities or can be self-signed. Purchase, use, and reliance upon digital certificates are the responsibility of Customer and the certificate authority. **Customer is solely responsible for deciding whether or not to rely on a digital certificate. Unless a certificate authority provides a separate written warranty to Customer, Customer's use of digital certificates is at Customer's own risk.** Customer agrees to hold Adobe harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys' fees) arising out of or relating to Customer's use of, or any reliance on, any digital certificate or certificate authority.
- (2) **No Separate use of Adobe Acrobat Professional.** Unless Customer obtains a separate license for Adobe Acrobat Professional, Customer may not install Adobe Acrobat Professional on a separate Computer from AEM Forms or use Adobe Acrobat Professional directly. Customer may only use Adobe Acrobat Professional indirectly and only to the extent that AEM Forms PDF Generator is designed to access Adobe Acrobat Professional programmatically as described in the Documentation.

3.2 **AEM Forms Add-ons**

(A) **Additional AEM Forms Workflow Capacity**

- (1) **License Metric.** Additional Capacity of AEM Forms Workflow is licensed per CPU.
- (2) **Description.** Additional CPU of AEM Forms Workflow functionality used to increase the capacity of the AEM Forms Workflow capability.

(B) **AEM Forms Document Security**

- (1) **License Metric.** AEM Forms Document Security is licensed per Recipient. Each Recipient is licensed for a single AEM Deployment.
- (2) **Description.** AEM Document Security enables Customer to place certain controls on documents, such as who may open or print a document and enables organizations to securely track and share PDF based or Microsoft Office documents.
- (3) **Product Limitations and Use Restrictions.** Unless otherwise permitted in the Documentation, Customer may not disable or interfere with electronic notices or dialogue boxes concerning privacy or tracking that appear in the software used for viewing electronic files that have been processed by AEM Forms Document Security.

Additional Terms

4. Maintenance and Support

- 4.1 **On-premise Term Licenses.** During the License Term at no additional charge, Adobe Platinum Maintenance and Support is included with the AEM On-premise Software licensed as a term license and is coterminous with the License Term. Any renewal of the License Term will also include a renewal of the Adobe Platinum Maintenance and Support at no additional charge, but in no case will the Adobe Platinum Maintenance and Support exceed the License Term in duration. The Adobe Platinum Maintenance and Support program is fully described and provided in accordance with the most-current terms and conditions of the PDM for Adobe Platinum and Maintenance and Support.
- 4.2 **On-premise Perpetual Licenses.** 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.
5. **Use of Embedded Static Typekit Package.** Customer is not authorized to use any static Typekit package embedded with the AEM On-premise Software on the production versions of its webpages, Documents, or any other form of digital or print media. Use of Embedded Static Typekit Package components is allowed only for screens that are unambiguously part of or an extension of the user interface of AEM (such as full-page admin screens, web page editors, etc), but not embedded within a Customer's webpage or website. The static Typekit package contains proprietary fonts that are Adobe Technology and remain the exclusive property of Adobe. No right to use on non-Adobe websites, copy, or transfer these fonts are granted or authorized under this Agreement. Customer must properly license all fonts used by Customer through the standard Typekit offering or other properly licensed third parties.
6. **Feature Pack.** 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.
7. **License for Development Software.** If Customer has a valid and current license to the AEM On-premise Software, Adobe grants to Customer a limited license during the License Term to install and use a reasonable number of copies of and AEM Users for the licensed AEM On-premise Software for development use only ("Development Software"). Customer is not granted development use of any AEM On-premise Software described herein but not licensed by the Customer. 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 for the purposes described herein. Adobe grants this license solely in connection with the Development Software versions of the licensed AEM On-premise Software and for Customer's own internal business operations and nothing in this Agreement 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.
8. **Remote Verification.** The AEM On-premise Software may contain functionality that allows Adobe to receive reports about Customer's number of active Instances of the AEM On-premise 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 On-premise 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.

9. Additional Definitions

- 9.1 **"AEM Deployment"** means an independent Author Instance or an Active Cluster of Author Instances, with any number of connected Publish Instances. With regard to AEM Forms and the AEM Forms Document Security add-on, AEM Deployment means a single copy of AEM Forms installed on a Computer or group of Computers that jointly operates that copy of AEM Forms.

- 9.2 **“AEM Limited User”** means a person engaged with the Customer and involved in its business processes (including a person outside of Customer’s organization who is not an employee or contractor) that contributes to the content or workflow of AEM Assets or AEM Sites, but that does not have full access to the AEM On-premise Software.
- 9.3 **“AEM 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 the use of an API, to the On-premise Software 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 digital assets stored within the On-premise Software.
- 9.4 **“Author Instance”** means the environment where AEM Users can enter and manage the content of Customer’s website.
- 9.5 **“CPU”** means the central processing units on Computers used to operate the AEM Forms On-premise Software.
- (A) All CPUs on a Computer on which any part of the AEM Forms On-premise Software is installed are deemed to operate the AEM Forms On-premise 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 AEM Forms On-premise Software is less than the total number on that Computer.
- (B) Installations of AEM Forms where functionality is split across two CPUs (for example Output and Digital Signatures) count as two or more CPUs of AEM Forms.
- (C) 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 <http://www.adobe.com/go/multicorepolicy>, or in a separate writing signed by both parties.
- (D) CPUs on a Computer which is only used to author or develop applications and do not perform any runtime processing are excluded from the number of CPUs the Customer is required to license.
- 9.6 **“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.
- 9.7 **“Dispatcher Instance”** means the environment for the AEM caching or load balancing tool for a dynamic Web authoring environment. For caching, the Dispatcher Instance works as part of an HTTP server that caches as much of the static website content as possible and accessing the website’s layout engine as infrequently as possible. In a load-balancing role, the Dispatcher Instance distributes load across different clustered AEM Instances.
- 9.8 **“Document”** means an electronic or printed file that is processed or generated by AEM Forms, including Documents that contain data fields where data may be entered and saved. A Document will be deemed “unique” unless it is an identical copy of a Deployed Document, is a direct language translation of a Deployed Document, differs from other Deployed Documents only with respect to correction of typographical errors, or contains pre-Deployment customizations of information about Recipients (e.g. name, address, account number, etc.) and similar differences that do not alter the fundamental business purpose of the Document.
- 9.9 **“Instance”** means one copy of the AEM On-premise Software running on one Computer. Each Instance can be designated as either ‘Author’ or ‘Publish’, but each will be counted separately as one Instance.
- 9.10 **“Publish Instance”** means the environment that makes content available to Customer’s intended audience.
- 9.11 **“Reader Features”** means:
- (A) certain technology embedded into PDF files by Adobe Forms that enables features in Adobe Acrobat 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 Forms Rights Management directly or through supported software applications.

- 9.12 **“Recipient”** means a person to whom Customer directly or indirectly Deploys Documents. 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.
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