



Adobe PDM – Adobe Campaign On-premise (2014v2)

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-premise Software.

This PDM covers the following Products and Services:

Name of Products and Services	Type of Software or Service
Adobe Campaign On-premise - Standard Bundle	On-premise Software
Adobe Campaign On-premise - Premium Bundle	On-premise Software
Adobe Campaign On-premise - Ultimate Bundle	On-premise Software
Adobe Campaign On-premise Add-ons: <ul style="list-style-type: none"> • Data Connectors (for Standard Bundle) • Survey Manager (for Standard or Premium Bundle) • Campaign Marketing Analytics (for Standard or Premium Bundle) • Campaign Optimization (for Standard or Premium Bundle) • Add-on Email Rendering (for Standard or Premium Bundle) • Add-on Channel (for Premium Bundle) • Distributed Marketing (for Standard, Premium, or Ultimate Bundle) 	On-premise Software

Adobe Campaign (“AC”) On-premise – Product Description

AC On-premise is a platform for designing digital cross-channel customer experiences and provides an environment for visual campaign orchestration, real-time interaction management, and cross-channel execution.

1. AC On-premise - Standard

- 1.1 **License Metric.** AC On-premise Standard is licensed for a base licensing fee per bundle. In addition, Customer is charged a fee per 1000 Profiles. The applicable Sales Order specifies the bundle (i.e., Standard, Premium, or Ultimate) and the designated number of Profiles.
- 1.2 **Description.** AC On-premise Standard consists of the following components and functionality:
 - (A) **Campaign Management Platform.** This capability provides drag-and-drop workflow and report building for delivery of the campaign and related content. Campaign management also includes functionality to assist in management of internal resources through Marketing Resource Management as further described below.
 - (B) **Marketing Resource Management (MRM):** This capability allows marketing teams to create integrated marketing plans and calendars; assign budgets, resources and tasks; and monitor progress (e.g., scheduling, calendaring, and recipient contact rules, such as fatigue rules).
 - (C) **Email Channel.** This capability includes email campaign creation, reporting, and management of web mail, desktop and mobile email clients.
 - (D) **Email Rendering.** This capability enables the previewing of Customer’s email communications to its customer base in various email client environments (e.g., Gmail, Yahoo mail, AOL mail, etc.) on various types of devices (e.g., smartphone, tablet, desktop, etc.).

- (E) **Message Center.** This capability allows Customers to control and optimize transactional messages. With Message Center, Customers have the ability to respond to requests of Customer's customers in real time and provide information relevant to the customer interaction by sending email communications through Customer's own email servers, or through Adobe's OnDemand Cloud Messaging Services or another email delivery service. For example, the Message Center capability allows a Customer to send purchase confirmations, password reset and confirmation, cart abandonment, order status or retargeting messages. If Customer purchases a license to use additional Channels (e.g., through the purchase of either the Premium or Ultimate bundles as further described below), Customer will have the capability to respond in real time using other Channels in addition to the Email Channel.

1.3 **Product Limitations and Use Restrictions for AC Standard.**

- (A) With the AC Standard bundle, Customer is entitled to 500 Email Renderings per year in connection with AC's Email Rendering capability. Each time Customer previews the content of a template email in various email client environments it is charged for one Email Rendering. Unused Email Renderings do not rollover into the next year. If Customer exceeds the limit of 500 Email Renderings, it will be charged fees in arrears at the then current list price. As indicated in the Add-on descriptions below, Customer may purchase additional Email Renderings in advance.
- (B) Customer does not have the option to purchase an Add-on Channel to the Standard bundle.

2. **AC On-premise - Premium**

- 2.1 **License Metric.** AC On-premise Premium is licensed for a base licensing fee per bundle. In addition, Customer is charged a fee per 1000 Profiles. The applicable Sales Order specifies the bundle (i.e., Standard, Premium, or Ultimate) and the designated number of Profiles.

- 2.2 **Description.** The AC On-premise Premium consists of the following components and functionality:

- (A) **AC On-premise Standard.** All components of the AC On-premise Standard described above.
- (B) **Outbound Interactions.** This capability features an offer recommendation engine and allows for the real-time assembly and embedding of dynamic offers into outbound Channels by leveraging customer's business rules (e.g., parameters around frequency, communication preferences, etc.). This capability presents offers based on individual's profile data including, for example, socio-demographic information, past actions, responses, and present behavior.
- (C) **Data Connectors.** This capability includes access to Adobe Campaign's plug-in connectors to various data management system providers (e.g., CRM vendors like SFDC, Oracle).
- (D) **Direct Mail Channel.** This capability allows for direct mail execution by creating files to be sent to Customer's designated third party publishing or printing service.
- (E) **Response Manager.** This capability allows for the monitoring and measuring of the results of Customer's campaigns across Channels through configurable reporting.
- (F) **Customer - selected Channel.** This capability allows Customer to select up to one additional Channel for a total of 3 Channels included with the Premium bundle (i.e., email channel and direct mail channel are included with the Premium bundle and Customer elects a third Channel).

2.3 **Product/Service Limitations and Use Restrictions for AC Premium.**

- (A) With the AC Premium bundle, Customer is entitled to 1500 Email Renderings per year in connection with AC's Email Rendering capability. Each time Customer previews the content of a template email in various email client environments it is charged for one Email Rendering. Unused Email Renderings do not rollover into the next year. If Customer exceeds the limit of 1500 Email Renderings, it will be charged fees in arrears at the then current list price. As indicated in the Add-on descriptions below, Customer may purchase additional Email Renderings in advance.
- (B) Customer is allowed up to 3 Channels in total with the Premium bundle (i.e., email, direct, and one other Customer-selected Channel as indicated the applicable Sales Order or otherwise confirmed by Customer's initial use of a designated third Channel). In addition, Customer may add a 4th Channel to the Premium bundle if it purchases the Add-on Channel described in the Add-on Section below. Customer may not change licensed Channel(s) without Adobe's prior written consent.

3. AC On-premise - Ultimate

- 3.1 **License Metric.** AC On-premise Ultimate is licensed for a base licensing fee per bundle. In addition, Customer is charged a fee per 1000 Profiles. The applicable Sales Order specifies the bundle (i.e., Standard, Premium, or Ultimate) and the designated number of Profiles.
- 3.2 **Description.** AC On-premise Ultimate consists of the following components and functionality:
- (A) **AC On-premise Premium.** All components of the AC On-premise Premium described above.
 - (B) **All Channels.** Customer is entitled to use all Channels available at the time of purchase, which includes email, direct mail, mobile, call center, social, and SMS.
 - (C) **Campaign Marketing Analytics.** This capability enables real-time operational reporting for monitoring and analyzing marketing campaign activities and performance. Marketing dashboards leveraging OLAP cubes provide Customer with tools to visualize and explore data and enable the discovery of factors impacting marketing results.
 - (D) **Survey Manager.** This capability allows the Customer to create surveys allowing the Customer to consolidate responses in real-time and act upon the results.
 - (E) **Campaign Optimization.** This capability allows the Customer to run simulations and modeling of campaign activities prior to execution of those activities, using the anticipated rules to be included at the time of execution. Campaign optimization also provides capabilities to assist with optimizing multiple campaigns across different Channels.
 - (F) **Inbound interactions.** This capability allows for business rule-based, real-time assembly and embedding of dynamic offers in response to inbound channel communication (e.g., via web, call center, point of sale, or mobile app) from Customer's customers, prospects, or partners. Using this capability, Customer can present real-time offers based on individual's profile data including, for example, socio-demographic information, past actions, responses, and present behavior.
- 3.3 **Product Limitations and Use Restrictions for AC Ultimate**
- (A) Customer has an unlimited number of Email Renderings per year in connection with Email Rendering capability.
 - (B) Customer is entitled to thirty-six thousand (36,000) Inbound Interactions per hour in connection with use of that capability with the On-premise AC Ultimate. Customer will need to purchase additional Inbound Interactions if it exceeds the 36,000 limit. Customer will be responsible for paying in arrears, at Adobe's then-current list price, fees owed for exceeding the licensed quantity.
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4. AC On-premise Add-ons – Product Description

AC On-premise Add-ons are optional features that the Customer may purchase for the fees as set forth in the applicable Sales Order. These Add-on fees are in addition to the fees for the applicable bundle that the Customer purchases (Standard, Premium, or Ultimate). Not all Add-on capabilities are available for a particular bundle, and Customer may purchase only those Add-on capabilities for a specified bundle as indicated below.

- 4.1 **Data Connectors (for Standard Bundle).** This Add-on capability includes access to AC's plug-in connectors to various data management system providers (e.g., CRM vendors such as SFDC and Oracle).
- 4.2 **Survey Manager (for Standard or Premium Bundle).** This Add-on capability allows the Customer to create surveys allowing the Customer to consolidate responses in real-time and act upon the results.
- 4.3 **Campaign Marketing Analytics (for Standard or Premium Bundle).** This Add-on capability enables real-time operational reporting for monitoring and analyzing marketing campaign activities and performance. Marketing dashboards leveraging OLAP cubes provide Customer with tools to visualize and explore data and enable the discovery of factors impacting marketing results.
- 4.4 **Campaign Optimization (for Standard or Premium Bundle).** This Add-on capability allows the Customer to run simulations and modeling of campaign activities prior to execution of those activities, using the anticipated rules to be included at the time of execution. Campaign optimization also provides capabilities to assist with optimizing multiple campaigns across different Channels.
- 4.5 **Add-on Email Rendering (for Standard or Premium Bundle).** This Add-on allows for the purchase of additional Email Renderings, in increments of 1,000, so that Customer is entitled to exceed the initial 500

per year Email Renderings limit of the Standard bundle, or the initial 1500 per year Email Renderings limit for the Premium bundle, as applicable. Email Rendering allows for previewing of Customer's email communications, to its customer base in various email client environments on various types of devices. Customer needs to purchase the additional Email Renderings in advance of usage. Each time Customer previews the content of a template email in various email client environments it is charged for one Email Rendering. Unused Email Renderings do not rollover into the next year. If Customer exceeds its total Email Renderings limit, Adobe will be entitled to charge in arrears for over-usage based on the then current list price.

4.6 **Add-on Channel (for Premium Bundle).** In addition to the 3 Channels provided with the Premium Bundle, Customer may purchase the right to use one additional Channel as specified in the Sales Order (or otherwise confirmed by Customer's initial use of this one additional Channel) for the fees set forth in the applicable Sales Order. Customer may not change from the one Add-on Channel it designates (or initially uses) to another Channel without Adobe's prior written consent.

4.7 **Distributed Marketing (for Standard, Premium, or Ultimate Bundle).** This Add-on capability enables a Customer that has various distributors, corporate marketers, local marketers, field sales, and marketing partners to understand and maintain brand standards throughout its organization, and allow for these various marketers to create campaign variations for the local market through a series of rules as set by the Customer's corporate marketing department. Distributed Marketing capability includes a central catalog of marketing campaign templates, including marketing campaigns that are initiated by corporate, with participation from local entities.

5. Limitations for Adobe Campaign On-premise Applicable to All Bundles and Add-on Capabilities.

5.1 **Delivery Service Limitation.** In order for Customer to execute the distribution of email campaigns using Adobe Campaign On-premise, Customer must either use of its own email servers, Adobe's OnDemand Cloud Messaging Services (available for purchase separately), or another third party email delivery services. Adobe Campaign On-premise also does not include third party services that may be required to execute on the delivery of communications through other Channels such as the SMS Channel. Customer will need to purchase a third party service to execute on the distribution of text messages through the SMS Channel, or when using text messaging through the Message Center capability.

5.2 **Production and Non-Production Instances.** The Customer is entitled to use one copy of the On-premise Software for Adobe Campaign in connection with a single Production Instance. Customer may also use a reasonable number of copies of the On-premise Software in connection with Non-Production Instances for the sole purpose of testing evaluation, and development of Adobe Campaign On-premise.

6. **Compliance with Social Media Terms and Conditions.** If Customer executes campaigns through the Social Channel (i.e., social networks and online communities), Customer is responsible for obtaining the necessary clearances, consents and approvals from end users under all applicable laws, guidelines, regulations, codes and rules for Adobe to collect or use metrics or other data gathered through a specific Social Channel ("Social Media Platform Data") on Customer's behalf via AC or other Adobe solutions that Customer may purchase. Certain features of AC (or other Adobe solutions Customer may purchase) may require Customer to enter Customer's credentials to access Customer's accounts associated with a particular Social Channel ("Social Media Platform accounts"). Customer is responsible for complying with the relevant terms of use, terms of service or other requirements associated with the applicable Social Media Platform accounts, including any restrictions on the transmission of data between AC and the Social Media Platform accounts. Customer remains responsible for all actions taken using Customer's accounts. Customer further acknowledges that Adobe is only acting as a "data processor" or a "data intermediary" on behalf of Customer, and that Customer is the "data controller" or equivalent under applicable privacy and data protection laws (including EU Directive 95/46 if Customer is a resident of the EU).

7. **Compliance with Applicable Policies of Wireless Carrier.** If Customer executes campaigns through SMS or MMS channels, Customer is responsible for complying with all applicable laws, the applicable policies of wireless carriers related to the transmission of SMS or MMS messages, and the Mobile Marketing Association Code of Conduct, which includes principles of notice, choice, and consent (opt-in by Customer's customers is required).

8. **Compliance with Operating System Program Terms.** If Customer executes campaigns through the operating systems on various devices (including mobile devices or desktop devices), Customer is responsible for complying with all applicable laws, application store terms, program terms, or developer guidelines of the applicable operating system provider. For example, the operating system providers may have program terms, requiring the consent of the Customer's customer, for the transmission of "PUSH" notifications within a mobile smartphone application or for the use of geo-location capabilities.

- 9. Maintenance and Support.** During the License Term, Adobe Platinum Maintenance and Support is included, at no additional charge, with Adobe Campaign (On-premise) if the License term is for a specified and limited term (e.g., Sales Order states that the License Term is three years). 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 described and provided in accordance with the terms and conditions of the PDM for Adobe Platinum and Maintenance and Support (2013v3). Notwithstanding anything to the contrary described in the Platinum Maintenance and Support document, the next release of Adobe Campaign currently scheduled for the last quarter of 2014 will NOT be an update or an Upgrade (as defined under the Adobe Platinum Maintenance and Support) to the version of Adobe Campaign that Customer is purchasing under this PDM. Adobe will be requiring Customer who have purchased Adobe Campaign (On-premise), or any predecessor Neolane product, to pay additional fees to migrate to the next major release of Adobe Campaign scheduled for late 2014. The next release of Adobe Campaign version will not be the same product as Adobe Campaign described in this PDM although it may be called Adobe Campaign with a different version number. This anticipated future release will have substantially different functionality and architecture as compared to the current version of Adobe Campaign, and there will be costs associated with migration of data sets to this new product. If, at some future date, Customer wishes to migrate from Adobe Campaign (On-premise) described under this PDM to the latest release of Adobe Campaign, Customer must contact its designated Adobe sales representative for an estimate of the fees associated with migrating to the next release of Adobe Campaign scheduled for late 2014 (or some time thereafter).
- 10. Monthly Reporting.** The AC On-premise Software contains functionality that allows Adobe to receive reports on quantitative metrics that relate to Customer's usage of the On-premise Software. Adobe may use this information to help it verify Customer's compliance with the terms of the Agreement.
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11. Definitions

- 11.1 **"Channel"** means distinct modes of communication between Customer and recipients (e.g., customers, prospects, or partners of Customer) through email, direct mail, mobile, call center, social, or SMS.
- 11.2 **"Development/Testing Instance"** means an Instance intended for the operation of the On-premise Software and technology for the purposes of non-production development, configuration testing, and evaluation.
- 11.3 **"Inbound Interaction"** means each time a Customer, who has purchased the On-premise AC Ultimate bundle, uses the interaction capability to respond to a recipient request by using the recommendation engine to deliver a real-time message.
- 11.4 **"Instance"** shall mean the entirety of the binaries of the software combining to implement a unique AC database. This unique entity is characterized by a group of parameter settings defined in a parameter definition table (table xtk_entity). An Instance may be one of two categories: Production or Non-Production.
- 11.5 **"Non-Production Instances"** means both the Pre-Production Instance and the Development/Testing Instance.
- 11.6 **"Pre-Production Instance"** means an Instance intended to allow reasonable testing and identification of data with a sufficient amount of data storage allocated to the Instance so that such Instance can have use of the Customer's database on scale similar to the Production Instance.
- 11.7 **"Production Instance"** shall mean an Instance intended for the operation of the hosted software and technology with a view to contributing to Customer's economic activity.
- 11.8 **"Profile"** means a record of information (e.g., a record in the nmsRecipient table or an external table containing cookie ID, Customer ID, mobile identifier or other information relevant to a particular Channel) representing an end-customer, prospect, or lead. Customer is charged fees per 1,000 Profiles for only those Profiles that are "active." A Profile is considered "active" if the Profile has been targeted or communicated with in the past 12 months via any Channel.
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