



Adobe PDM – Adobe Campaign Standard On-demand Services (2015v1)

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

This PDM covers the following Products and Services:

Name of Products and Services	Type of Software or Service
Adobe Campaign Standard	On-demand Services
Adobe Campaign Standard Add-on: <ul style="list-style-type: none"> • Add-on Email Rendering 	On-demand Services

PRODUCT SPECIFIC LICENSING TERMS

Adobe Campaign Standard On-demand Services

Adobe Campaign Standard On-demand Services provides a platform for designing and executing marketing campaigns and provides an environment for visual campaign orchestration.

1. **Image Video Serving.** Image Video Serving may be used only to serve images or video embedded within an email. Any other use of Image Video Serving is strictly prohibited.
2. **Compliance with Applicable Laws and Regulations related to Campaigns.**
 - 2.1 Customer agrees to comply with all laws and regulations in connection with the use of the On-demand Services described in this PDM, 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 communications.
 - (C) 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.
 - 2.2 Customer is solely responsible for obtaining any necessary clearances, consents and approvals from end users under Applicable Rules for any data gathered through Adobe Campaign Standard. Customer acknowledges that third-party terms and conditions may apply with respect to the use of Adobe Campaign Standard in connection with third-party platforms (such as device operating systems) or third-party services; Customer is solely responsible for complying with any applicable third-party terms and conditions. It is Customer's sole responsibility to comply with all Applicable Rules. 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).
 - 2.3 Adobe has the right to suspend the Adobe Campaign Standard On-demand Services, in whole or in part, immediately upon written notice to Customer, if Customer fails to comply with Section 2 (Compliance with Applicable Laws and Regulations related to Campaigns) of this PDM. In Adobe's reasonable discretion, Adobe Campaign Standard.

- 2.4 On-demand Services will be reinstated following Customer's remediation of its non-compliance with Section 2 if Customer provides the necessary supporting documentation of its remedy to Adobe.
3. **Integration Features.** Some features of the On-demand Services are designed to allow integration with other Adobe services and solutions (collectively, "Integration Features"). Adobe grants Customer a license to use these features solely to the extent that Customer has a valid license to these On-demand Services and to the other service(s) or solution(s) to which it integrates.
4. **Governmental Action:** Adobe is not liable in the event that access to the On-demand Service is slowed or blocked as a result of governmental action.
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PRODUCT SPECIFICATIONS

5. Adobe Campaign Standard On-demand Services

- 5.1 **License Metric.** Adobe Campaign Standard On-demand Services are licensed for a base fee plus a fee per 1,000 Profiles. The applicable Sales Order specifies the designated number of Profiles.
- 5.2 **Description.** Adobe Campaign Standard On-demand Services 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.
 - (B) **Email Channel.** This capability includes email campaign creation, reporting, and management of web mail, desktop and mobile email clients.
 - (C) **Email Rendering.** This capability enables the previewing of Customer's email communications in various email client environments (e.g., Gmail, Yahoo mail, AOL mail, etc.) on various types of devices (e.g., smartphone, tablet, desktop, etc.). A license to Adobe Campaign Standard includes 500 Email Renderings for each year of the License Term. Customer uses one Email Rendering each time Customer previews the content of an email in various email client environments. Unused Email Renderings do not rollover into the next year. Overages will be charged fees in arrears at the then-current list price. Customer may purchase additional Add-on Email Renderings in advance.
 - (D) **Email Distribution.** This capability enables execution of Customer's email campaign strategy through the sending of email messages that Customer has created in Adobe's hosted environment. Customer can configure reports related to the distribution and delivery of its email campaigns. In addition, this capability allows for the hosting of Customer's images and videos ("**Image-Video Serving**") and enables linking to those images in connection with emails sent on behalf of the Customer.

6. Add-on Capabilities for the Adobe Campaign Standard On-demand Services

Adobe Campaign Standard On-demand Services Add-ons are optional services that the Customer may license for the fees as set forth in the applicable Sales Order.

- 6.1 **Add-on Email Rendering.** This Add-on allows for the purchase of additional Email Renderings, in increments of 1,000. Customer needs to purchase the additional Email Renderings in advance of usage. 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.
7. **IT Infrastructure Hosting.** Adobe may use virtualization technologies at different layers to mimic the concept of dedicated resources (e.g., processing, networking, message center servers, etc.). Adobe uses Assumed Requirements to set up Customer's IT infrastructure to host the following, as applicable:
- 7.1 **Total Data Storage.** Total Data Storage is measured in Gigabytes (GBs). An annual fee for the Total Data Storage in GBs is set forth in the applicable Sales Order. The designated Total Data Storage is the aggregate size of all Instances (Production, Pre-Production, and Development/Testing) managed by Adobe. Adobe will charge, on a monthly basis, for over usage of the allotted Total Data Storage based on the contracted rate set forth in the applicable Sales Order
 - 7.2 **IPv4 Addresses.** The total number of IPv4 addresses and the applicable fees are set forth in the Sales Order. Customers can purchase additional IPv4 addresses but Adobe Professional Services may be required and associated fees may apply.

- 7.3 **Image - Video Serving.** Adobe provides Image-Video Serving capability as part of the On-demand Services. Image-Video Serving is measured, limited, and charged by the amount of networking bandwidth used in serving and transmitting the digital assets (images, etc.). Image - Video Serving capacity is limited to a designated 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. If Customer's actual usage varies substantially from the Assumed Requirements, then Customer will need to purchase additional GBs/month.
- 7.4 **Domain Delegations.** The number of designated domains of the Customer which Adobe will support is limited to 5, unless Customer purchases additional domain delegations. Customer may purchase a committed number of additional domain delegations in advance. If Customer needs additional domain delegations, the fees for these additional domain delegations will likely be set forth in the Professional Services section of the Sales Order or in a Professional Services Description (or similar statement of work or project scope type of a document).
- 7.5 **SFTP (Secure File Transfer Protocol) Accounts.** The number of SFTP accounts of the Customer, which Adobe will support, is limited to 5, unless Customer purchases additional SFTP accounts. SFTP accounts are used for moving large data sets into Adobe Campaign Instances and the storage attached to these SFTP accounts is limited and is not for the purpose of long term storage. Customer may purchase additional SFTP accounts in advance. If Customer needs additional SFTP Accounts, the fees for these additional SFTP accounts may be addressed in the Professional Services section of the Sales Order. Adobe may remove data files associated with the SFTP accounts that are older than 7 days without prior notice to Customer.
- 7.6 **Engine Calls.** Customer will be charged annual fees based on the number of Engine Calls made in the hosted environment in packs of 5,000 Engine Calls per day (with a peak capacity of 1,000 Engine Calls per hour). For example, if the Customer requires capacity for Engine Calls of 15,000 per day (with peak usage of 2,500 per hour), then Customer will be charged for 3 packs. Customers may purchase additional Engine calls in advance. If Customer over-uses its dedicated packs for Engine Calls, Adobe does not necessarily bill in arrears for such over usage, but Customer may experience performance degradation as noted below until such time as it purchase the necessary number of packs of Engine Calls to support its usage.

8. Definitions

- 8.1 **"Add-on"** means the capabilities described in Section 5. Customer may elect to license various Add-on's to supplement the capabilities of the On-demand Services.
- 8.2 **"Applicable Rules"** means all applicable laws, guidelines, regulations, codes and rules.
- 8.3 **"Assumed Requirements"** means the requirements for developing Customer's infrastructure needs determined based on: (A) information gathered by Adobe about the Customer's specific usage requirements, and (B) Adobe's knowledge of standard usage scenarios. For example, 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. As further example, Total Data Storage for the Customer is determined, in general, by the following: the number of stored Profiles, the frequency of email campaigns, the volume of emails sent, and the level of log retention by the Customer.
- 8.4 **"Channel"** means a distinct mode of communication between Customer and Recipients such as email.
- 8.5 **"Image-Video Serving"** means the capability to host Customer's digital assets (such as images or video) embedded in emails, serve those digital assets to Recipients, and allow linking to those digital assets in connection with emails sent by Adobe on behalf of the Customer.
- 8.6 **"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 1000 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.

8.7 **“Recipient”** means the end user that receives Customer’s message via any of the Channels (e.g., customers, employees, prospects, partners of Customer etc).
