



Adobe PDM – Adobe Campaign On-demand Services for Hybrid Deployments: Cloud Messaging & Transactional Messaging (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 On-demand Cloud Messaging (ONLY for Customers who also have a valid license to Adobe Campaign On-premise)	On-demand Services
Adobe Campaign On-demand Transactional Messaging (ONLY for Customers who also have a valid license to Adobe Campaign On-premise AND Adobe Campaign On-demand Cloud Messaging)	On-demand Services
Adobe Campaign On-demand Transactional Messaging Add-On: <ul style="list-style-type: none"> • Transactional Messaging Servers 	On-demand Services

1. PRODUCT SPECIFIC LICENSING TERMS Compliance with Applicable Laws and Regulations related to Campaigns

- 1.1 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 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.

- 1.2 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. Customer acknowledges that third-party terms and conditions may apply with respect to the use of Adobe Campaign in connection with social media platforms, wireless carriers, or other 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. For example, if Customer utilizes the SMS or MMS Channel, Customer is responsible for complying with Applicable Rules (for example, the Mobile Marketing Association Code of Conduct) and applicable third-party terms and conditions (for example, applicable policies of wireless carriers). The foregoing is provided as a non-exhaustive example only, and 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).

- 1.3 Adobe has the right to suspend the On-demand Services, in whole or in part, immediately upon written notice to Customer, if Customer fails to comply with Sections 1.1 and 1.2 of this PDM. Customer is not entitled to a credit or reimbursement during a period of suspension caused by its non-compliance with Section 1.1 and 1.2. In Adobe's reasonable discretion, the On-demand Services will be reinstated following Customer's remediation of its non-compliance with Section 1.1 and 1.2 if Customer provides the necessary supporting documentation of its remedy to Adobe.
2. **Hybrid Deployment.** The On-demand Services described in this PDM are available only to Customers who have a valid license to Adobe Campaign On-premise Software.
3. **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.
4. **Upgrades or Updates.** Adobe will provide Customers with access to generally available upgrades and enhancements to the enabled features of CM without additional fees. With some new releases or upgrades to the enabled features of CM, Customer may need to purchase consulting services or professional services if it chooses to migrate its prior customizations or configurations to the new release or upgrade.
5. **Delivery.** Adobe is not responsible for the non-delivery of any messages that occur due to Delivery Errors. Delivery Errors can also, in general, adversely impact message delivery performance and Adobe is not liable for performance degradation caused by such Delivery Errors.
6. **Over-usage of Dedicated IT infrastructure and Performance Degradation.** If Customer overuses allocated infrastructure resources for Adobe Campaign On-demand Cloud Messaging or Transactional Messaging as 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.

PRODUCT SPECIFICATIONS

7. Adobe Campaign On-demand Cloud Messaging ("CM")

- 7.1 **Description.** Adobe Campaign On-demand Cloud Messaging enables the distribution of campaign email messages through the Customer's Adobe Campaign On-premise application server. CM includes Image-Video Serving for 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.
- 7.2 **License Metric.** Customer is charged an annual fee based on the anticipated emails sent per year (i.e., total annual email volume commitment, including emails sent but not delivered due to Delivery Errors) 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 to 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.
- 7.3 **IPv4 Addresses.** The total number of IPv4 addresses is set forth 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.
- 7.4 **Image-Video Serving.** Adobe provides Image-Video Serving capability as part of Adobe Campaign On-demand Cloud Messaging. Image-Video Serving is measured, limited, and charged by the amount of networking bandwidth and space used in storing, serving and transmitting the digital assets, each of which are measured in Gigabytes per month (GBs/month). The GB/month limit is set forth in the Sales Order. If Customer exceeds the specified GB/month limit for Image-Video Serving as set forth in the Sales Order, then Customer 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 GBs/month, in advance. If the Customer's actual usage varies substantially from the Assumed Requirements, then Customer will need to purchase additional GBs/month.
- 7.5 **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, unless Customer purchases additional domain delegations. Customer may purchase a committed number of additional domain delegations, in advance. If Customer needs additional domain delegations, this may be addressed in the Professional Services section of the Sales Order.

8. Adobe Campaign On-demand Transactional Messaging

- 8.1 **Description.** Adobe Campaign On-demand Transactional Messaging enables the Customer to control and optimize transactional messages through the Customer's Adobe Campaign On-premise application server. This service is available only to Customers who have a valid license to Adobe Campaign On-demand Cloud Messaging.
- 8.2 **License Metric.** Adobe Campaign Transactional Messaging is licensed per-server, as indicated 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. Typically, a server can process up to 50,000 calls per hour.

9. Definitions.

- 9.1 **"Applicable Rules"** means all applicable laws, guidelines, regulations, codes and rules.
- 9.2 **"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.
- 9.3 **"Delivery Errors"** means errors that result in non-delivery of a message including but not limited to email address errors, hard bounces, soft bounces, email filters of mail clients, and email blacklists.
- 9.4 **"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 images in connection with emails sent by Adobe on behalf of the Customer.
- 9.5 **"Recipient"** means the end user that receives Customer's message via any of the Channels (e.g., customers, employees, prospects, partners of Customer etc).