



PSLT – Adobe Experience Manager: On-demand Services – AEM Mobile (2016v1)

1. **Licensing Terms.** AEM Mobile combines On-demand Services with either Managed Services or On-premise Software. This PSLT relates exclusively to the On-demand Services component of AEM Mobile. The Managed Services or On-premise Software component of Customer’s AEM Mobile license (as identified in the Sales Order) is subject to the respective AEM Managed Services PSLT or AEM On-premise Software PSLT.
2. **Distribution.** Customer will ensure that each Application is distributed, or made available, to the end users under an end user license agreement that is no less protective of Adobe’s interests than the terms of this Agreement, including provisions regarding warranties and damages. Customer remains liable for any obligations or liabilities to Adobe arising or resulting from the acts or omissions in breach of these terms and conditions by Customer’s distributors. Customer acknowledges that its use of, and Adobe’s ability to provide, the AEM Mobile On-demand Services in certain countries may be limited or prohibited by applicable laws and regulations. **Except as may be stated in a separate addendum to the Sales Order, use of AEM Mobile in the People’s Republic of China is expressly prohibited.**
3. **Reports.** Adobe may generate Reports to ensure that Customer is in compliance with the license scope and limitations identified in the applicable Sales Order.
4. **Font Software.** Adobe grants Customer a license to embed copies of the font software generally available through the On-demand Services user interface into Customer’s .folio files or .article files only.
5. **Upgrades.** Customer must use reasonable efforts to update the Application with any updates or upgrades to the Distributed Code and On-demand Services provided to Customer by Adobe within a reasonable period of time after Customer first receives the applicable update or upgrade. By not migrating to the latest updates or upgrades (A) components of the On-demand Services may not continue to effectively operate on the end user’s device (e.g., due to a change or update to the operating system on the end user’s device); and (B) Applications may not function and Customer may have to plan and create new Applications.
6. **Digital Publishing Suite.** Customers licensing active Digital Publishing Suite Applications, as of the execution date of Customer’s AEM Mobile Sales Order, may, at Adobe’s sole discretion, continue to access and use the Digital Publishing Suite as part of the AEM Mobile On-demand Services. Customer acknowledges that Customer’s ability to access and use the Digital Publishing Suite can be terminated by Adobe upon reasonable notice. Any Applications managed through the Digital Publishing Suite will count against Customer’s licensed Application limit. All of the terms of this PSLT apply to Customer’s use of the Digital Publishing Suite and its .folio files. Notwithstanding anything to the contrary in the Agreement, Customer’s use of Adobe Analytics Distributed Code in conjunction with the Digital Publishing Suite is limited to use which is in combination with and directly related to Customer’s use of Adobe Digital Publishing Suite .folio files. Upon termination or expiration of Customer’s rights to utilize the Digital Publishing Suite for any reason, Customer’s license to use Adobe Analytics Distributed Code under this section will also terminate.
7. **Definitions.**
 - 7.1 **“Application” or “App”** means a unique Customer-branded Authorized Viewer intended to display Customer Content to Customer’s users that is distributed (A) through an app store supported by the On-demand Services; (B) internally within Customer’s organization solely for the benefit of Customer; or (C) through a Web Viewer. Customer’s use of the AEM Mobile On-demand Services Preflight app for internal development and testing purposes will not be considered an Application under this Agreement.
 - 7.2 **“Authorized Viewer”** means a viewer application that is authorized by Adobe to display .folio files or .article files. Authorized Viewer includes Adobe-branded viewer applications.
 - 7.3 **“Web Viewer”** means an internet browser-based version of the Application.