Adobe PDM – AEM Apps 6.1: On-premise (2015v1)

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

This PDM describes the following On-premise Software:

Sections	Name of Product
1.1(A); 1.1(A)(1)	Adobe Experience Manager Apps: PhoneGap Enterprise Apps

This PDM describes the following On-demand Services:

Section	Name of Product
1.1(A)(2)	Adobe Experience Manager Apps: Adobe Digital Publishing Services Apps

1. **Adobe Experience Manager Apps ("AEM Apps") – Product Description**

    1.1   **AEM Apps.** AEM Apps enables Customer to deliver mobile app experiences to its end users through enabling collaboration between Customer's developers and marketers.

    (A) **License Metric.** AEM Apps is licensed per each base package. A separate base package must be licensed for each AEM Apps Deployment. AEM Apps base package includes one Author Instance, one Publish Instance, and an unlimited number of Dispatcher Instances. An AEM Apps base package does not include licenses for use on any Mobile Apps; one of the following Mobile App licenses must be purchased for each Mobile App and identified in the applicable Sales Order.

    (1) **PhoneGap Enterprise Apps** is licensed per Mobile App.

    (2) **Adobe Digital Publishing Services Apps** is licensed per Mobile App or Application (as defined in the Adobe PDM – Adobe Digital Publishing Services (2015v1.1)). Adobe Digital Publishing Services Apps is an On-demand Service and is subject to the term and conditions of the Adobe PDM – Adobe Digital Publishing Services (2015v1.1).

    (B) **Product Description.** AEM Apps includes the following capabilities: AEM Apps Console, WYSIWYG editing tool, mobile application and components reference sample, Adobe Marketing Cloud integration, Mobile ContentSync and ContentSync console, Adobe PhoneGap Build integration, Adobe PhoneGap CLI (local install), Adobe PhoneGap plugins, and Adobe Digital Publishing Services integration. Use of these capabilities is licensed to Customer for use on the Author and Publish Instances included with AEM Apps.

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

    (1) A Mobile App license(s) may only be used on one Mobile App and the license may not be transferred to a different Mobile App while the prior Mobile App remains active. If a Mobile App reaches its end of life, is no longer receiving updates, has been completely decommissioned, and Customer has no plans to reactivate the Mobile App in the future then Customer may transfer the Mobile App license to a new Mobile App.

(2) AEM Apps integrations with Adobe Marketing Cloud include only the integration code; Customer must license each of the additional products separately.

1.2 AEM Apps Add-ons

(A) **Additional Instances**

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

(2) **Description.** Additional Instances are added to the AEM Apps base package to increase the capacity of the 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 a deployment where the AEM Apps base package has been licensed and installed and may not be used independently to perform any features or functions of AEM Apps.

Additional Terms

2. Maintenance and Support

2.1 **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 terms and conditions of the PDM for Adobe Platinum and Maintenance and Support (2015v1).

2.2 **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.

3. 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.

4. License for Development Software.
Provided that 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.

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5. Additional Definitions

5.1 **"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.

5.2   **"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.

5.3   **"Author Instance"** means the environment where AEM Users can enter and manage the content of Customer's website.

5.4   **"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.

5.5   "**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.

5.6   **"Mobile App"** means application software designed to run on a mobile device, such as a smartphone or tablet computer.

5.7   **"Publish Instance"** means the environment that makes content available to Customer's intended audience.