

## **ELEMENTS PULSE LICENSE TERMS**

### **NOTICE -- READ THESE LICENSE TERMS CAREFULLY BEFORE ACCEPTING**

This is a legal agreement between AEM and each User or Organization that accepts these terms and is entered into pursuant to the Master Products and Services Agreement of AEM (the “*Agreement*”). These Terms adopt and incorporate by reference the terms and conditions of the Agreement. Capitalized terms used in these Terms that are not defined herein shall have the meanings ascribed to them elsewhere in the Agreement.

1. License. Subject to and conditioned on Customer’s compliance with all of the terms, conditions, and responsibilities set forth herein, including but not limited to the Customer Responsibilities, AEM hereby grants Customer a non-exclusive, non-transferable right to access and use of Elements Pulse.
2. Customer Responsibilities. In consideration of the rights and licenses granted herein, Customer shall be responsible for performing the Customer Responsibilities as set forth at: [\[Link\]](#) AEM may modify or revise the Customer Responsibilities in its discretion from time to time, and Customer’s continued access and use of Elements Pulse shall serve as Customer’s consent to the same.
3. Data License. In further consideration of the rights and licenses granted herein, Customer hereby grants AEM a non-exclusive, worldwide, irrevocable, perpetual, transferable, sublicensable, royalty-free license to access, use, reproduce, host, store, modify, adapt, analyze, create derivative works from, publicly display, publicly perform, distribute, and otherwise exploit any data, content, or other materials provided to or generated through Elements Pulse by or on behalf of Customer, in any and all media now known or hereafter developed, for any lawful business purpose, including without limitation internal business operations, product development, analytics, benchmarking, training and improving algorithms and models, and offering, marketing, and providing products and services to third parties; provided, that such use of Customer Data will not result in disclosure of Customer’s Confidential Information. Without limitation to any of the foregoing, AEM reserves the right to retain and use any technical and/or statistical data it collects in connection with Customer’s access to and use of the Elements Pulse and, in its discretion, to aggregate such technical and statistical data with data from other customers, for reporting purposes, customer support, service improvement, data analytics and other business purposes, as determined by AEM in its sole discretion; provided, that such use of Customer Data will not result in disclosure of Customer’s Confidential Information.

*Last Updated September 14, 2026*