



**1. Additional Terms for Adobe Social.**

1.1. **Definitions.** Unless otherwise defined in this PDM, capitalized terms will have the meanings included in the corresponding Adobe General Terms.

1.1.1. **Report Suite:** means a repository of Customer Data within the Adobe Social platform pertaining to a specific source of traffic that has been identified by Customer. Customer is responsible for maintaining sufficient internet and telecommunication requirements to access and use the OnDemand Services.

1.1.2. **Seat:** means a single access point to the Adobe Social platform and is associated with a single login assigned to an individual User.

1.1.3. **Social Profile:** means a collection of social media accounts that are associated with a particular segment of Customer's business and actively managed by Customer, i.e. where Customer exhibits regular activity in Adobe Social for the corresponding profile pages, such as publication, moderation, app building and analytics, and expressly includes up to two (2) Seats for two (2) individual Users. One Social Profile may represent a brand or sub-brand, product line, region, or any other reasonable way in which a business defines itself to its consumers. Each Social Profile may include up to the type and quantity of social media accounts set forth on the Adobe Sales Order.

1.1.4. **Test Account:** means a social media account that is used as a staging environment to test social applications before pushing them live.

1.1.5. **User:** means only employees of Customer who are authorized and designated by Customer to access Adobe Social using a unique password and login ID, as provided exclusively by Adobe.

1.2. **Usage.** (i) Users. Unless otherwise specifically limited in the Adobe Sales Order, User Passwords and Log-in ID's for the OnDemand Services will be provided to Customer in an amount mutually agreed upon by Customer and Adobe. Customer acknowledges that each of its Users that access the OnDemand Services will be bound by the terms and conditions of use required of each such User upon log-in to the OnDemand Services. (ii) Seats. Additional Seats may be added by purchasing additional Social Profiles as set forth on the Adobe Sales Order. (iii) Data. Unless specified in this PDM or in the Adobe Sales Order, data collected from the Customer Site(s) (including data collected in connection with OnPremise Software hosted and managed by Adobe), and data otherwise imported into the Adobe Social platform by Customer or its Affiliates, may be permanently deleted by Adobe after twenty five (25) months from the date of collection or receipt. (iv) Social Profiles. Social Profiles may be deactivated by Adobe where Customer is not actively managing that profile for thirty (30) days or more, or if Customer removes the social media accounts associated with that profile from management within Adobe Social. Customer may activate or deactivate Social Profiles at its discretion, provided that the maximum number of active Social Profiles (as set forth on the Sales Order) is not exceeded.

1.3. **Support.** Adobe provides 24x7x365 unlimited access to Adobe Client Care for a maximum of five (5) named Customer technical support contacts. Support includes: Live Phone, Chat, and Email Support from Adobe Client Care; access to the Online Interface for Support Issue Management; access to the Searchable Knowledge Base; and access to On Demand Training Modules.

1.4. **Compliance.** Customer must comply with all applicable laws relating to Customer's use of games, surveys, contests and other product and company pages as configured and branded specifically for Customer ("**Web Applications**"), including contest and sweepstakes laws and the Children's Online Privacy Protection Act. As between Customer and Adobe, Customer is responsible for obtaining the necessary clearances, consents and approvals from end users under all applicable laws or regulations for Adobe to collect and use metrics or other information collected via Social Media Platform accounts, such as the number of "Likes" attributed to a Facebook page ("**Social Media Platform Data**") and Customer Data on Customer's behalf via the Adobe Social platform and Web Applications. Certain features of the Adobe Social services may require Customer to enter Customer's credentials to access Customer's Social Media Platform accounts. Customer is responsible for complying with the relevant terms of use, terms of service or other requirements associated with the applicable Social Media Platform accounts, including any



restrictions on the transmission of data between the Adobe Social services and the Social Media Platform accounts. Customer remains responsible for any and all actions taken using Customer's accounts. Customer agrees to defend any third party claim against Adobe (and its directors, employees and agents) and its third party data and service providers arising from or relating to the Social Media Platform Data. Customer will indemnify Adobe (and its directors, employees and agents) and its third party data and service providers against all damages, costs, and expenses arising out of such claim or agreed to in a written settlement agreement signed by Customer arising out of such claim. Customer further acknowledges that Adobe is only acting as a "data processor" on behalf of Customer, and that Customer is the "data controller" pursuant to EU Directive 95/46 and applicable data protection laws.

- 1.5. **Adobe Responsibilities.** Adobe does not provide an archiving service for Customer Data and Social Media Platform Data. Adobe agrees only that, except as otherwise include in this PDM, it will not intentionally delete any Customer Data or Social Media Platform Data from the Adobe Social service prior to termination of Customer's applicable Term. The verbatim record of information collected and aggregated from Social Media Platforms through web services-based APIs, such as the text of a "Tweet" on Twitter and its associated metadata, may be permanently deleted by Adobe one (1) month from the date of collection, or as otherwise required by third party social platform agreements; all other such data may be permanently deleted by Adobe twenty-five (25) months from the date of collection.
- 1.6. **Limited License.** Customer grants to Adobe a non-exclusive, worldwide, royalty-free license to use, copy, store, transmit, modify, create derivative works of, and display the Social Media Platform Data solely to the extent necessary to provide the OnDemand Services to Customer. Unless Adobe has expressly granted Customer a separate license to the full functionality of Adobe Analytics, Customer's use of the analytics component contained within Adobe Social will contain limited functionality. Customer agrees that Customer's use of Adobe Social does not create for Customer an implied license to access or use the full functionality of Adobe Analytics.
- 1.7. **Test Accounts.** Primarily for Facebook, Test Accounts can be added to Adobe Social solely for testing purposes; provided however, that Test Accounts may not have more than twenty-five (25) fans and cannot exhibit sustained activity or fan growth other than for purposes of testing.

## 2. Adobe Social Product and Service Descriptions.

- 2.1 **Adobe Social.** Adobe Social is an online application that allows Customer to publish, manage, measure and analyze content on social networks and online communities (each, a "**Social Media Platform**") that includes the following functionality.
  - 2.1.1. **Reports.** Adobe provides reporting functionality in three main areas: Traffic Reports, Conversion Reports, and Success Events. Each Report may contain up to five-hundred thousand (500,000) unique values or data elements.
  - 2.1.2. **Path Analysis.** Path Analysis provides the ability to report on the path of online visitors and to dissect paths to identify patterns. Path Analysis creates pathing for traffic variables such as Page Name, Site Section, or any Custom Insight variable. Pathing enables reports such as Previous and Next Page Flow reports and the Pathfinder Report.
  - 2.1.3. **Report Suite-based Real-Time Segmentation.** This feature allows Customer to segment traffic using distinct Report Suites, i.e. a group of Reports that apply to a designated set of web pages, website(s), or domain(s) that are tagged for reporting as a single unit or account.
  - 2.1.4. **User Log-ins.** Adobe provides unique logins for all Users who are authorized to access the reporting interface(s) for the OnDemand Services. Use of the same login ID simultaneously by two or more Users is prohibited.
  - 2.1.5. **ClickMap – Display Success Events.** This feature enables ClickMap to display Success Events such as the click event and the purchase event (e.g. orders, units and revenue).
  - 2.1.6. **Success Event Participation.** This feature generates reports that show which traffic and conversion variables contributed to a given success event. Customer may also enable page participation tracking for custom events and traffic property participation for the purchase event.



- 2.1.7. **Unique Visitors.** This feature monitors unique visitors to each Report Suite by day, week, and month. Optionally, this feature may measure unique visitors at a more granular level for pages, channels, or any other traffic property by day, week, or month.
- 2.1.8. **Data Correlations.** This allows Customer to view relationships between two (2) or more traffic variables that occur on the same page of a Customer Site or Report Suite. Data Correlation supports a maximum of five-hundred thousand (500,000) unique values per variable per Report Suite.
- 2.1.9. **Conversion Sub-relations.** This feature allows Customer to view relationships between two (2) or more conversion variables and analyze how different combinations affect success metrics and events.
- 2.1.10. **Merchandising.** This feature allows Customer to analyze product performance and how it varies across various merchandising channels, including cross-visit tracking.
- 2.1.11. **GeoSegmentation.** This feature allows Customer to map out visitor location by geographic area.
- 2.1.12. **Hierarchy Reporting.** This allows Customer to analyze traffic to sections and sub-sections of a website by aggregating data at the highest levels of a hierarchy and drilling down into increasing levels of detail.
- 2.1.13. **Direct Data Feed.** This feature enables Customer to leverage Adobe Social data within Customer's internal data warehouse by receiving a daily export of full click stream or summary level data.
- 2.1.14. **Additional Conversion Variables with Full Sub-Relations.** This feature provides Customer with access to granular reporting capabilities by drilling down from one conversion variable into another variable. Customer may use up to five (5) Conversion Variables with Sub-Relations.
- 2.1.15. **Advanced Instances Tracking.** This feature allows Customer to track and analyze "Instances" of sub-relations (i.e. Search Engine, Search Keyword, Referring Domain).
- 2.1.16. **Data Sources.** This feature allows Customer to import data from its internal data stores into the Adobe Social platform.
- 2.1.17. **Tag Management.** This feature provides Customer with the ability to host and manage tag libraries for the enablement of certain products and services.
- 2.1.18. **Publication.** This is Adobe proprietary online technology that allows Customer to publish applications (interactive, rich content such as games, surveys, contests, polls, etc...) to Customer's Facebook Page(s), configured and branded specifically for Customer.

