



## Adobe PDM – Adobe Campaign Managed Services (2014v1)

The Products and Services described in this PDM are subject to the applicable Sales Order, the terms of this PDM, the General Terms, and the Managed Services Exhibit.

This PDM covers the following Products and Services:

Name of Products and Services	Type of Software or Service
Adobe Campaign Managed Services - Standard Bundle	Managed Services
Adobe Campaign Managed Services - Premium Bundle	Managed Services
Adobe Campaign Managed Services - Ultimate Bundle	Managed Services
Adobe Campaign Managed Services Add-ons: <ul style="list-style-type: none"> <li>• Data Connectors (for Standard Bundle)</li> <li>• Survey Manager (for Standard or Premium Bundle)</li> <li>• Campaign Marketing Analytics (for Standard or Premium Bundle)</li> <li>• Campaign Optimization (for Standard or Premium Bundle)</li> <li>• Add-on Email Rendering (for Standard or Premium Bundle)</li> <li>• Add-on Channel (for Premium Bundle)</li> <li>• Distributed Marketing (for Standard, Premium, or Ultimate Bundle)</li> <li>• Leads Management (for Standard, Premium, or Ultimate Bundle)</li> </ul>	Managed Services

### Adobe Campaign (“AC”) Managed Services – Product Description

AC Managed Services provide a platform for designing digital cross-channel customer experiences and provide an environment for visual campaign orchestration, real-time interaction management, and cross-channel execution. Adobe Campaign Managed Services will also provide the IT infrastructure required for Customer’s use of Adobe Campaign in a single tenant environment and will manage the IT infrastructure for Customer’s installed Production Instance, Pre-Production Instance and Non-Production Instance of Adobe Campaign. Subject to the terms of the Agreement, Customer will have access to this hosted environment and may customize the capabilities of the Adobe Campaign bundle it has purchased (i.e., Standard, Premium, or Ultimate) and may purchase additional Add-on capabilities to meet Customer’s needs. In addition, Customer may be required to purchase additional IT infrastructure components as may be necessary to execute on Customer’s campaign strategy using the Adobe Campaign capabilities.

Fees associated with the Adobe Campaign Managed Services fall into 3 primary categories:

- 1) Fees for the “**Bundled Capabilities**” that Customer purchases (i.e., the bundles for Standard, Premium, and Ultimate have the capabilities listed below in Section 1);
- 2) Fees for “**Add-on Capabilities**” to each bundle as described below in Section 2; and
- 3) Fees for “**IT Infrastructure**” required for hosting the Customer’s deployment of both the applicable Bundled Capabilities and Add-on Capabilities in a single tenant environment as described below in Section 3 (i.e., Fees for Total Data Storage, IPv4 Addresses, Image-Video Serving, Domain Delegations, SFTP Accounts, Message Center Servers, Inbound Interactions, and Engine Calls).

#### 1. Bundled Capabilities for Adobe Campaign Managed Services

##### 1.1 AC Managed Services – Standard

- (A) **License Metric.** AC Managed Services Standard is licensed for a base licensing fee per bundle. In addition, Customer is charged a fee per 1,000 Profiles. The applicable Sales Order specifies the bundle (i.e., Standard, Premium, or Ultimate) and the designated number of Profiles.
- (B) **Description.** AC Managed Services Standard consists of the following components and functionality:
- (1) **Campaign Management Platform.** This capability provides drag-and-drop workflow and report building for delivery of the campaign and related content. Campaign management also includes functionality to assist in management of internal resources through Marketing Resource Management as further described below.
  - (2) **Marketing Resource Management (MRM):** This capability allows marketing teams to create integrated marketing plans and calendars; assign budgets, resources and tasks; and monitor progress (e.g., scheduling, calendaring, and recipient contact rules, such as fatigue rules).
  - (3) **Email Channel.** This capability includes email campaign creation, reporting, and management of web mail, desktop and mobile email clients.
  - (4) **Email Rendering.** This capability enables the previewing of Customer's email communications to its customer base in various email client environments (e.g., Gmail, Yahoo mail, AOL mail, etc.) on various types of devices (e.g., smartphone, tablet, desktop, etc.).
  - (5) **Message Center.** This capability allows Customers to control and optimize transactional messages. With Message Center, Customers have the ability to respond to requests of Customer's customers in real time and provide information relevant to the customer interaction by sending email communications using the hosted Email Distribution capability described below. For example, the Message Center capability allows a Customer to send purchase confirmations, password reset and confirmation, cart abandonment, order status or retargeting messages. If Customer purchases a license to use additional Channels (e.g., through the purchase of either the Premium or Ultimate bundles as further described below), Customer will have the capability to respond in real time using other Channels in addition to the Email Channel.
  - (6) **Email Distribution.** This capability enables execution of Customer's email campaign strategy through the sending of email messages that Customer has created in Adobe's hosted environment. Customer can configure reports related to the distribution and delivery of its email campaigns. In addition, this capability allows for the hosting of Customer's images and videos ("**Image-Video Serving**") and enables linking to those images in connection with emails sent on behalf of the Customer.
- (C) **Product Limitations and Use Restrictions.**
- (1) With the AC Managed Services Standard bundle, Customer is entitled to 500 Email Renderings per year in connection with AC's Email Rendering capability. Each time Customer previews the content of a template email in various email client environments it is charged for one Email Rendering. Unused Email Renderings do not rollover into the next year. If Customer exceeds the limit of 500 Email Renderings, it will be charged fees in arrears at the then current list price. As indicated in the Add-on descriptions below, Customer may purchase additional Email Renderings in advance.
  - (2) Customer does not have the option to add an Add-on Channel to the Standard bundle.
  - (3) If Customer utilizes the Message Center capability, it will be charged IT infrastructure fees, as described in Section 3 below, based on the specified number of servers necessary to support its anticipated email volumes. The number of servers is specified in the applicable Sales Order.

## 1.2 AC Managed Services - Premium

- (A) **License Metric.** AC Managed Services Premium is licensed for a base licensing fee per bundle. In addition, Customer is charged a fee per 1,000 Profiles. The applicable Sales Order specifies the bundle (i.e., Standard, Premium, or Ultimate) and the designated number of Profiles.
- (B) **Description.** The AC Managed Services Premium consists of the following components and functionality:
- (1) **AC Managed Services Standard.** All components of the AC Managed Services Standard described above.

- (2) **Outbound Interactions.** This capability features an offer recommendation engine and allows for the real-time assembly and embedding of dynamic offers into outbound Channels by leveraging customer's business rules (e.g., parameters around frequency, communication preferences, etc.). This capability presents offers based on individual's profile data including, for example, socio-demographic information, past actions, responses, and present behavior.
- (3) **Data Connectors.** This capability includes access to Adobe Campaign's plug-in connectors to various data management system providers (e.g., CRM vendors like SFDC, Oracle).
- (4) **Direct Mail Channel.** This capability allows for direct mail execution by creating files to be sent to Customer's designated third party publishing or printing service.
- (5) **Response Manager.** This capability allows for the monitoring and measuring of the results of Customer's campaigns across Channels through configurable reporting.
- (6) **Customer-selected Channel.** This capability allows Customer to select up to one additional Channel for a total of 3 Channels included with the Premium bundle (i.e., email Channel and direct mail Channel are included with the Premium bundle and Customer elects a third Channel).

**(C) Product/Service Limitations and Use Restrictions.**

- (1) With the AC Managed Services Premium bundle, Customer is entitled to 1,500 Email Renderings per year in connection with AC's Email Rendering capability. Each time Customer previews the content of a template email in various email client environments it is charged for one Email Rendering. Unused Email Renderings do not rollover into the next year. If Customer exceeds the limit of 1,500 Email Renderings, it will be charged fees in arrears at the then current list price. As indicated in the Add-on descriptions below, Customer may purchase additional Email Renderings in advance.
- (2) Customer is allowed up to 3 Channels in total with the Premium bundle (i.e., email, direct, and one other Customer-selected Channel as indicated the applicable Sales Order or otherwise confirmed by Customer's initial use of a designated third Channel). In addition, Customer may add a 4<sup>th</sup> Channel to the Premium bundle if it purchases the Add-on Channel described in the Add-on Section below. Customer may not change licensed Channel(s) without Adobe's prior written consent.

**1.3 AC Managed Services - Ultimate**

- (A) **License Metric.** AC Managed Services Ultimate is licensed for a base licensing fee per bundle. In addition, Customer is charged a fee per 1,000 Profiles. The applicable Sales Order specifies the bundle (i.e., Standard, Premium, or Ultimate) and the designated number of Profiles.
- (B) **Description.** AC Managed Services Ultimate consists of the following components and functionality:
  - (1) **AC Managed Services Premium.** All components of the AC Managed Services Premium described above.
  - (2) **All Channels.** Customer is entitled to use all Channels available at the time of purchase, which includes email, direct mail, mobile, call center, social, and SMS.
  - (3) **Campaign Marketing Analytics.** This capability enables real-time operational reporting for monitoring and analyzing marketing campaign activities and performance. Marketing dashboards leveraging OLAP cubes provide Customer with tools to visualize and explore data and enable the discovery of factors impacting marketing results.
  - (4) **Survey Manager.** This capability allows the Customer to create surveys allowing the Customer to consolidate responses in real-time and act upon the results.
  - (5) **Campaign Optimization.** This capability allows the Customer to run simulations and modeling of campaign activities prior to execution of those activities, using the anticipated rules to be included at the time of execution. Campaign optimization also provides capabilities to assist with optimizing multiple campaigns across different Channels.
  - (6) **Inbound Interactions.** This capability allows for business rule-based, real-time assembly and embedding of dynamic offers in response to inbound channel communication (e.g., via web, call center, point of sale, or mobile app) from Customer's clients, prospects, or partners. Using this capability, Customer can present real-time offers based on individual's profile data including, for example, socio-demographic information, past actions, responses, and present behavior.

## (C) Product Limitations and Use Restrictions for AC Managed Services Ultimate

- (1) Customer has an unlimited number of Email Renderings per year in connection with Email Rendering capability.
  - (2) Customer is entitled to 36,000 Inbound Interactions per hour in connection with use of that capability with the AC Managed Services Ultimate. Customer will need to purchase additional Inbound Interactions if it exceeds the 36,000 limit. Customer will be responsible for paying in arrears, at Adobe's then-current list price, fees owed for exceeding the licensed quantity.
  - (3) Customer will also designate an anticipated level of Inbound Interactions per hour and based on its anticipated usage, Customer will be charged hosting fees (as described in Section 3 below) associated with the IT infrastructure that is necessary to support the Customer's designated number of Inbound Interactions per hour.
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## 2. Add-on Capabilities for the Adobe Campaign Managed Services – Product Description

AC Managed Services Add-ons are optional features that the Customer may purchase for the fees as set forth in the applicable Sales Order. These Add-on fees are in addition to the fees for the applicable bundle that the Customer purchases (Standard, Premium, or Ultimate). Not all Add-on Capabilities are available for a particular bundle, and Customer may purchase only those Add-on Capabilities for a specified bundle as indicated below.

- 2.1 **Data Connectors (for Standard Bundle).** This Add-on capability includes access to AC's plug-in connectors to various data management system providers (e.g., CRM vendors such as SFDC and Oracle).
- 2.2 **Survey Manager (for Standard or Premium Bundle).** This Add-on capability allows the Customer to create surveys allowing the Customer to consolidate responses in real-time and act upon the results.
- 2.3 **Campaign Marketing Analytics (for Standard or Premium Bundle).** This Add-on capability enables real-time operational reporting for monitoring and analyzing marketing campaign activities and performance. Marketing dashboards leveraging OLAP cubes provide Customer with tools to visualize and explore data and enable the discovery of factors impacting marketing results.
- 2.4 **Campaign Optimization (for Standard or Premium Bundle).** This Add-on capability allows the Customer to run simulations and modeling of campaign activities prior to execution of those activities, using the anticipated rules to be included at the time of execution. Campaign optimization also provides capabilities to assist with optimizing multiple campaigns across different Channels.
- 2.5 **Add-on Email Rendering (for Standard or Premium Bundle).** This Add-on allows for the purchase of additional Email Renderings, in increments of 1,000, so that Customer is entitled to exceed the initial 500 per year Email Renderings limit of the Standard bundle, or the initial 1,500 per year Email Renderings limit for the Premium bundle, as applicable. Email Rendering allows for previewing of Customer's email communications, to its customer base in various email client environments on various types of devices. Customer needs to purchase the additional Email Renderings in advance of usage. Each time Customer previews the content of a template email in various email client environments it is charged for one Email Rendering. Unused Email Renderings do not rollover into the next year. If Customer exceeds its total Email Renderings limit, Adobe will be entitled to charge in arrears for over-usage based on the then current list price.
- 2.6 **Add-on Channel (for Premium Bundle).** In addition to the 3 Channels provided with the Premium Bundle, Customer may purchase the right to use one additional Channel as specified in the Sales Order (or otherwise confirmed by Customer's initial use of this one additional Channel) for the fees set forth in the applicable Sales Order. Customer may not change from the one Add-on Channel it designates (or initially uses) to another Channel without Adobe's prior written consent. The Add-on Channel does not include third party services that may be required to execute on the delivery of communications through a particular Channel (e.g., Customer will need to purchase a third party service to execute on the distribution of text messages through the SMS Channel, or when using text messaging through the Message Center capability, if Customer has chosen the SMS Channel as its Additional Channel).
- 2.7 **Distributed Marketing (for Standard, Premium, or Ultimate Bundle).** This Add-on capability enables a Customer that has various distributors, corporate marketers, local marketers, field sales, and marketing partners to understand and maintain brand standards throughout its organization, and allow for these various marketers to create campaign variations for the local market through a series of rules as set by the Customer's corporate marketing department. Distributed Marketing capability includes a central

catalog of marketing campaign templates, including marketing campaigns that are initiated by corporate, with participation from local entities.

- 2.8 **Leads Management.** This Add-on capability enables marketers to capture and score leads and prospects for cross-channel lead generation and prospecting. With this capability, a Customer can also connect the data within Adobe Campaign with external lead platforms (e.g., CRM or Salesforce.com integration) using AC's Data Connector capability.

3. **IT Infrastructure Limitations and Fees for the Single Tenant Hosting Environment.** In developing Customer's IT infrastructure requirements and limitations, Adobe gathers information about the Customer's specific usage requirements and uses its knowledge of standard usage scenarios to identify the dedicated IT infrastructure resources that Customer needs to purchase. Adobe may use virtualization technologies at different layers to mimic the concept of dedicated resources (e.g., processing, networking, message center servers, etc.) to create a single tenant environment for Customer.

The following infrastructure requirements and limitations apply to the Bundled Capabilities (i.e., Standard, Premium, or Ultimate) and Add-on Capabilities that Customer purchases:

- 3.1 Total Data Storage.

Total Data Storage for the Customer is determined, in general, by the following: the number of stored Profiles, the frequency of email campaigns, the volume of emails sent, and the amount of log retention by the Customer. An annual fee for the Total Data Storage in Gigabytes (GBs) is set forth in the applicable Sales Order. The designated Total Data Storage is the aggregate size of all Instances (Production, Pre-Production, and Development/Testing) managed by Adobe. Adobe will charge, on a monthly basis, for over usage of the allotted Total Data Storage based on the contracted rate set forth in the applicable Sales Order.

- 3.2 IPv4 Addresses.

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. The total number of IPv4 addresses for the Production Instance and the applicable fees are set forth in the Sales Order. IPv4 addresses are NOT typically assigned to the Non-Production Instances. Customers can purchase additional IPv4 addresses and use them in Non-Production Instances but Adobe Professional Services may be required and associated fees may apply.

- 3.3 Image - Video Serving.

Adobe provides Image-Video Serving capability as part of Adobe Campaign Managed Services, and in connection with that capability, hosts digital assets (images, videos, etc.) so that those digital assets can be embedded within email campaigns. Image-Video Serving is measured, limited, and charged by the amount of networking bandwidth used in serving and transmitting the digital assets (images, etc.). Specifically, storage for Image - Video Serving is limited to a designated number of Gigabytes transmitted per month (GBs/month) as set forth in the Sales Order. If Customer exceeds the specified GB limit for Image-Video Serving as set forth in the Sales Order, it 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 Image-Video Serving capacity, in advance.

- 3.4 Domain Delegations.

The number of designated domains of the Customer, which Adobe will support, is limited to 5. Customer may purchase a committed amount of additional domain delegations in advance. If Customer needs domain delegations in excess of 5, the fees for these additional domain delegations will likely be set forth in the Professional Services section of the Sales Order or in a Professional Services Description (or similar statement of work or project scope type of a document).

- 3.5 SFTP (Secure File Transfer Protocol) Accounts.

The number of SFTP Accounts of the Customer, which Adobe will support, is limited to 5. Depending on the Customer's need for secure SFTP Accounts, Customer may purchase additional SFTP Accounts in advance. If Customer needs SFTP Accounts in excess of 5, the fees for these additional SFTP Accounts may be addressed in the Professional Services section of the Sales Order. SFTP accounts are used for moving large data sets into Adobe Campaign Instances and the storage attached to these SFTP accounts is limited and is not for the purpose of long term storage. Accordingly, Adobe may remove data files associated with the SFTP Accounts that are older than 7 days without prior notice to Customer.

### 3.6 Message Center Server Fees.

Customer pays for dedicated execution server(s) to leverage Message Center's capabilities (i.e., transactional email). Customer will be charged an annual IT infrastructure fee based on the specified number of servers necessary to support its anticipated transactional email volumes. The number of Message Center servers is specified 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. Customers may purchase additional message center servers in advance. If Customer over-uses the dedicated server capacity, Adobe does not bill in arrears for such over usage but Customer may experience performance degradation as noted below until such time as it purchase the necessary servers to support its usage.

### 3.7 Inbound Interactions per Hour.

Customers, who purchase the Ultimate bundle and use the Inbound Interactions capability, will be charged annual IT infrastructure fees based upon the number of Inbound Interactions per hour. Customers may purchase additional Inbound Interactions in advance.

### 3.8 Engine Calls.

Customer will be charged annual fees based on the number of Engine Calls made in the hosted environment in packs of 5,000 Engine Calls per day (with a peak capacity of 1,000 Engine Calls per hour). For example, if the Customer requires capacity for Engine Calls of 15,000 per day (with peak usage of 2,500 per hour), then Customer will be charged for 3 packs. Customers may purchase additional Engine calls in advance. If Customer over-uses its dedicated packs for Engine Calls, Adobe does not necessarily bill in arrears for such over usage, but Customer may experience performance degradation as noted below until such time as it purchase the necessary number of packs of Engine Calls to support its usage.

### 3.9 Instances.

In connection with Customer's purchase of any of the Managed Services bundles, Adobe provides Customer with 3 Instances – Production Instance, Pre-Production Instance and Development/Testing Instance. The Pre-Production Instance and the Development/Testing Instance (together the Non-production Instances) do not have the same computing, storage, and networking capacity as the Production Instance. In general, Non-Production Instances are running on single application server without redundancy and do not have dedicated IPv4 addresses for email campaigns.

### 3.10 Over-usage of Dedicated IT infrastructure and Performance Degradation.

If Customer overuses allocated infrastructure resources described above and 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. Adobe also is not responsible for the non-delivery of email messages that occur due to email address errors, hard bounces, soft bounces, email filters of mail clients, email blacklists, etc. and will charge Customer based on the number of emails sent on behalf of Customer. The foregoing types of errors (email address errors, hard bounces, soft bounces, reputation of customer over time, email blacklists, etc.) can also, in general, adversely impact email delivery performance and Adobe is not liable for degradation caused by such errors.

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4. **SMS Delivery Service Limitation.** Adobe Campaign Managed Services do not include third party services that may be required to execute on the delivery of communications through the SMS Channel assuming Customer has purchase the right to use that Channel. Customer will need to purchase a third party service to execute on the distribution of text messages through the SMS Channel, or when using text messaging through the Message Center capability.
  5. **Compliance with Social Media Terms and Conditions.** If Customer executes campaigns through social networks and/or online communities ("**Social Channel**"), Customer is responsible for obtaining the necessary clearances, consents and approvals from end users under all applicable laws, guidelines, regulations, codes and rules for Adobe to collect or use metrics or other data gathered through a specific Social Channel ("**Social Media Platform Data**") on Customer's behalf via Adobe Campaign or other Adobe solutions that Customer may purchase. For purposes of this PDM, Social Media Platform Data will be included within the definition of Customer Data. In addition, certain

features of Adobe Campaign (or other Adobe solutions Customer may purchase) may require Customer to enter Customer's credentials to access Customer's accounts associated with a particular Social Channel ("**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 Adobe Campaign and the Social Media Platform accounts. Customer remains responsible for all actions taken using Customer's accounts. 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).

6. **Compliance with Applicable Policies of Wireless Carrier.** If Customer executes campaigns through SMS or MMS channels, Customer is responsible for complying with all applicable laws, the applicable policies of wireless carriers related to the transmission of SMS or MMS messages, and the Mobile Marketing Association Code of Conduct, which includes principles of notice, choice, and consent (opt-in by Customer's customers is required).
7. **Compliance with Operating System Program Terms.** If Customer executes campaigns through the operating systems on various devices (including mobile devices or desktop devices), Customer is responsible for complying with all applicable laws, application store terms, program terms, or developer guidelines of the applicable operating system provider. For example, the operating system providers may have program terms, requiring the consent of the Customer's customer, for the transmission of "PUSH" notifications within a mobile smartphone application or for the use of geo-location capabilities.
8. **Compliance with Applicable Laws and Regulations related to Email Campaigns and Email Distribution.**
  - 8.1 Customer agrees to comply with all laws and regulations related to Customer's use of the Adobe Campaign Managed Services in connection with email campaigns, 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.
  - 8.2 Adobe has the right to suspend the Adobe Campaign Managed Services, in whole or in part, immediately upon written notice to Licensee, if Licensee fails to comply with Section 8.1 of this PDM. In Adobe's reasonable discretion, the Adobe Campaign Managed Services will be reinstated following Customer's remediation of its non-compliance with Section 8.1 if Customer provides the necessary supporting documentation of its remedy to Adobe.

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## 9. Definitions

- 9.1 "**Channel**" means distinct modes of communication between Customer and recipients (e.g., customers, prospects, or partners of Customer) through email, direct mail, mobile, call center, social, or SMS.
- 9.2 "**Development/Testing Instance**" means an Instance intended for the operation of the hosted software and technology for the purposes of non-production development, configuration testing, and evaluation.
- 9.3 "**Engine Call**" means a server call that starts real-time processing on server side for the extraction of data, such as data relating to surveys, WebApps, JSSP, APIs, mobile app registrations, etc.
- 9.4 "**Inbound Interaction**" means each time a Customer, who has purchased the AC Managed Services Ultimate bundle, uses the interaction capability to respond to a recipient request by using the recommendation engine to deliver a real-time message.
- 9.5 "**Instance**" shall mean the entirety of the binaries of the software combining to implement a unique AC database. This unique entity is characterized by a group of parameter settings defined in a parameter

definition table (table xtk\_entity). An Instance may be one of three categories: Production, Pre-production, or Non-Production.

- 9.6 **“Non-Production Instances”** means both the Pre-Production Instance and the Development/Testing Instance.
- 9.7 **“Pre-Production Instance”** means an Instance intended to allow reasonable testing and identification of data with a sufficient amount of data storage allocated to the Instance so that such Instance can have use of the Customer’s database on scale similar to the Production Instance.
- 9.8 **“Production Instance”** shall mean an Instance intended for the operation of the hosted software and technology with a view to contributing to Customer’s economic activity.
- 9.9 **“Profile”** means a record of information (e.g., a record in the nmsRecipient table or an external table containing cookie ID, Customer ID, mobile identifier or other information relevant to a particular Channel) representing an end-customer, prospect, or lead. Customer is charged fees Per 1000 Profiles for only those Profiles that are “active.” A Profile is considered “active” if the Profile has been targeted, communicated with, segmented or reported on, in the past 12 months via any Channel.
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