



## ADOBE PDM – ADOBE MEDIA OPTIMIZER: AUDIENCE MANAGEMENT (2013v2)

### 1. Additional Terms for Adobe Media Optimizer: Audience Management.

#### 1.1 Definitions.

- (a) **DAA:** means Digital Advertising Alliance.
- (b) **Monthly Unique Profile:** means each unique user or visitor of applications and/or websites for whom data has been stored through the OnDemand Services at Customer's request during a calendar month.
- (c) **OnDemand Service:** the definition in the General Terms is deleted in its entirety and replaced with the following: "**OnDemand Services**" means Adobe Media Optimizer: Audience Management.
- (d) **Personal Data:** means information that can be used by Adobe to identify or locate a specific natural person, including without limitation, telephone number, e-mail address, and social security number.
- (e) **Reports:** the definition in the Exhibit for OnDemand Services, is deleted and replaced in its entirety as follows: "**Reports**" means all graphical or numerical displays of Transmitted Data generated by the OnDemand Service that contain Adobe's proprietary design, look and feel.
- (f) **Second-Party Data:** means data either collected from Strategic Partner Site(s) via the Distributed Code or transferred/made available to Adobe directly by a Strategic Partner.
- (g) **Strategic Partner:** means any third party entity that has entered into an agreement with Customer that: (i) authorizes the collection of data from such third party and/or the transfer of such data to Adobe; (ii) authorizes Customer to access and utilize data from such third party in conjunction with the OnDemand Services, including the right to transmit such data to a Targeting Platform in conjunction with the Customer Data and Third-Party Data; and (iii) incorporates Adobe's required terms and conditions applicable to Strategic Partners, as set forth below.
- (h) **Strategic Partner Site(s):** means the current and future website(s) and applications which are owned and operated by Strategic Partner, OR hosted or operated by a third party on Strategic Partner's behalf; provided that, in all cases, such websites and applications contain Strategic Partner's brand or logo, AND Strategic Partner creates, maintains, controls and is responsible for the relevant privacy policy and/or related disclosures displayed or linked from such websites and applications.
- (i) **Targeting Platform:** means any entity (e.g., demand-side platform, ad server or content management platform) that has either: entered into (i) an agreement with Customer authorizing such entity to access and Transmitted Data; or (ii) a data access agreement with Adobe to access and use Transmitted Data. Adobe may be considered a Targeting Platform if Customer licenses certain Adobe Technology (e.g., Adobe Media Optimizer Premium) that functions as a demand-side platform, ad server, content management platform, etc.
- (j) **Party Data:** means data provided by a Third-Party Data Provider.
- (k) **Third-Party Data Provider:** means any third party entity that has: entered into (i) a data provider agreement with Adobe authorizing Adobe to access and utilize such third party's data on behalf of Adobe's customers, or (ii) an agreement with Customer authorizing Customer to access and utilize such third party's data in conjunction with the OnDemand Services, including the right to transmit such third party's data to a Targeting Platform in conjunction with the Customer Data and Second Party Data.
- (l) **Transmitted Data:** means any Customer Data, Second-Party Data or Third-Party Data that Adobe receives, displays, transmits or uses in connection with Customer's use of the OnDemand Services.
- (m) **User:** means only employees of Customer who are authorized and designated by Customer to access the OnDemand Services using a unique password and login ID, as provided exclusively by Adobe.

#### 1.2 Special Terms.

- (a) **Users.** Unless otherwise specifically limited in the Sales Order, Adobe will provide User Passwords and Log-in ID's for the OnDemand Services 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 of use required of each such User upon log-in to the OnDemand Services.
  - (b) **License.** Section 2.1(ii) (License Grant from Adobe) of the Exhibit for OnDemand Services is hereby deleted and replaced in its entirety as follows: "...(ii) install, implement, and use the Distributed Code solely (a) on the Customer Sites and the Strategic Partner Sites for ;..." All references to "Customer Data" in Section 2.3 (License Grant from Customer) of the Exhibit for OnDemand Services shall be deleted and replaced with "Transmitted Data."
- 1.3 **Additional Privacy Terms.** The following sections are added to Section 5 (Privacy) of the Exhibit for OnDemand Services:
- (a) **5.3 Ad Targeting.** Customer will abide by the DAA Self-Regulatory Principles in connection with its use of the OnDemand Services.
  - (b) **5.4 Strategic Partners.** As it relates to Customer's use of OnDemand Services, Customer will ensure that all Strategic Partners are bound by obligations to comply at all times with applicable laws, rules, and regulations, and the DAA Self-Regulatory Principles, including, without limitation, establishing and maintaining a functioning process for visitors to opt out from receiving ads based on their likely interests (or opt-in to receiving such ads, if applicable law requires). Customer will be solely responsible for obtaining the consents from Strategic Partners to set third party cookies (or use similar technologies) on the browsers and machines of visitors where ads based on their likely interests are provided, and for enabling the setting of the cookies (or similar technologies), and/or any other method to set the cookies (or similar technologies) agreed upon by Customer and the Strategic Partners. Customer agrees that Adobe will have no liability for failure to obtain any such consents. Customer will require each Strategic Partner to (i) defend any claim or lawsuit by a third party against Adobe and its third party service providers (a) that Strategic Partner's actions in connection with the Distributed Code violate the Strategic Partner's privacy policy or any third party's rights of privacy, or violate any privacy laws, and/or (b) arising from or relating to Second Party Data; and (ii) indemnify Adobe (and its directors, employees and agents) against all damages awarded against Adobe or agreed to in a written settlement agreement signed by the Strategic Partner arising out of the claim.
  - (c) **5.5 Personal Data.** Customer represents and warrants that (i) Customer, Strategic Partners, and Third-Party Data Providers will not transmit, provide or otherwise make available to Adobe Personal Data, (ii) Targeting Platforms will not derive Personal Data by, for example, any linking of, or cross-comparison, of the Transmitted Data with other data that the Targeting Platform may possess or acquire from third party sources, and (iii) Customer will not modify, or cause to be modified, the characterization or categorization of the Transmitted Data in any manner that would result in the deviation of Personal Data."
- 1.4 **Transferring Transmitted Data.** Upon request by Customer, Adobe agrees to transmit specified Transmitted Data to a Targeting Platform on behalf of Customer. Customer agrees that it is solely responsible for ensuring that any usage or combination of the Transmitted Data (by Customer, the Targeting Platform, or other third parties) complies with Customer's obligations under the Agreement, all applicable laws and government regulations, and established industry best practices for data usage and privacy, such as the DAA Self-Regulatory Principles. Adobe's transfer of Transmitted Data to a Targeting Platform will not be construed as a grant to the third party Targeting Platform of the right to access Adobe's online reporting interface or tools, or to receive reports generated by Customer within Adobe's online reporting interface or tools. In addition, if the Transmitted Data is modified or combined with other data, and subsequently transferred back to Adobe for use in connection with Adobe's products and services, Customer expressly authorizes such transfer, and such data shall be deemed Customer Data under the Agreement. Customer acknowledges that Adobe does not control, or have responsibility for, either the usage of the Transmitted Data by the Targeting Platform or for the Targeting Platform's combination of the Transmitted Data with any other data or modification thereof.
- 1.5 **Indemnity.** Customer will defend and indemnify Adobe (and its directors, employees, and agents) against all claims, lawsuits, liabilities, damages, and costs (including reasonable legal fees) awarded against Adobe or agreed to in a written settlement agreement signed by Customer, arising out of a claim that Customer's actions, a Strategic Partner's actions, a Third-Party Data Provider's actions or a Targeting Platform's action(except in the

event Adobe is functioning as Customer's Targeting Platform), arising from or related to the use, display, exchange or transfer of Transmitted Data between and among Strategic Partners, Third-Party Data Providers or Targeting Platforms and Adobe, violate Customer's privacy policy, any third party's rights in confidential information, trade secret or other intellectual property right, or rights of privacy, or violate any privacy or other laws.

- 1.6 **Effect of Termination.** Section 4(ii) (Effect of Termination) of the Exhibit for OnDemand Services is deleted and replaced with the following: "...(ii) Customer will, at its expense, remove and delete all copies of the Distributed Code from the (a) the applicable Customer Sites (including any handheld or offline applications), and (b) Strategic Partner Sites (including any handheld or offline applications), and remove all references and links to the OnDemand Services from the Customer Site(s) or Strategic Partner Sites."
  
2. **Adobe Media Optimizer: Audience Management Product and Service Descriptions.** Adobe Media Optimizer: Audience Management is a service and user interface for managing digitally addressable consumer data. The service allows Customer to aggregate various data sources and combine common traits of users in order to define high value audience segments that can then be applied to applicable use cases – such as unifying users across all touch points, look -a-like modeling, ad targeting or content targeting for site side optimization. Adobe Media Optimizer: Audience Management may not be used in conjunction with Adobe Media Optimizer Standard.
  
3. **Support.** Any valid User or network operations personnel of Customer will have access to product technical support for the OnDemand Services by contacting Customer's account manager via email address or phone during normal business hours, which are 9am – 6pm Customer's local time.