



## ADOBE PDM – ADOBE SOCIAL (2013v2)

### 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.
- (a) **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.
  - (b) **Seat:** means a single access point to the Adobe Social platform and is associated with a single login assigned to an individual User.
  - (c) **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 access for up to two (2) Seats for two (2) individual Users. Additional Seats may be added by purchasing additional Social Profiles. 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 quantity set forth on the Adobe Sales Order for each type of Social Media Platform.
  - (d) **Test Account:** means a social media account that is used as a staging environment to test social applications before pushing them live.
  - (e) **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. 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. Use of the same login ID by two or more Users is prohibited. (ii) 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, which includes Web Applications. Certain features of Adobe Social 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 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. 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.

- 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 data may be permanently deleted by Adobe twenty-five (25) months from the date of collection or receipt.
- 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”). Adobe Social provides Customer with tools for listening, measuring, moderating and capturing insight from conversations and interactions occurring on Social Media Platforms. Adobe Social also utilizes its proprietary online technology to publish Web Applications.
  - (a) **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.
  - (b) **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.
  - (c) **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.
  - (d) **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.
  - (e) **Data Sources.** This feature allows Customer to import data from its internal data stores into the Adobe Social platform.
  - (f) **Tag Management.** This feature provides Customer with the ability to host and manage tag libraries for the enablement of certain products and services.
  - (g) **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.