



# PRODUCT DESCRIPTIONS AND METRICS

## Adobe PDM - Adobe Media Optimizer: Audience Management (2013v3)

Products and Services described in this PDM are OnDemand Services and are governed by the terms of this PDM, the Sales Order, the General Terms, and the exhibit for OnDemand Services.

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.

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### Additional Terms

1. **License.** Section 2.1(A)(a) (License Grant from Adobe) of the exhibit for OnDemand Services will also include Strategic Partner Sites. All references to “Customer Data” in section 2.3 (License Grant from Customer to Adobe) of the exhibit for OnDemand Services also include “Strategic Partner Data” and “Third-Party Data” if Customer has obtained the right from the Strategic Partner or Third-Party Provider to grant Adobe such rights.
2. **Product Limitations and User Restrictions.** Adobe Media Optimizer: Audience Management may not be used in conjunction with Adobe Media Optimizer Standard.
3. **Transferring Transmitted Data.** Upon request by Customer, Adobe will transmit specified Transmitted Data to a Targeting Platform on behalf of Customer. Customer is responsible for ensuring that any use or combination of the Transmitted Data (by Customer, the Targeting Platform, or other third parties) complies with Customer’s obligations under this Agreement and all applicable laws, guidelines, regulations, codes, rules, and established industry best practices for data usage and privacy (such as the DAA Self-Regulatory Principles when applicable).
4. **Use of a Targeting Platform.** Adobe’s transfer of Transmitted Data to a Targeting Platform does not constitute a grant to Targeting Platform or other third parties 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 is considered Third-Party Data. Adobe does not control, or have responsibility for, either the usage of the Transmitted Data by Customer through the Targeting Platform or for Customer’s combination of the Transmitted Data with any other data through the Targeting Platform’s technology or services.
5. **Additional Privacy Terms.** The following sections are added to section 5 (Privacy) of the exhibit for OnDemand Services:
  - 5.1 **Ad Targeting.** If Customer is either located in the U.S. or uses the OnDemand Services on Customer Sites directed towards visitors located in the U.S., Customer must abide by the DAA Self-Regulatory Principles in connection with its use of the OnDemand Services.
  - 5.2 **Strategic Partners.** Customer is responsible for Strategic Partners’ compliance with applicable laws, guidelines, regulations, codes, and rules (including the DAA Self-Regulatory Principles where applicable). Customer is also responsible for ensuring that Strategic Partner provides a privacy policy on its site that:
    - (A) identifies the collection and use of information gathered in connection with OnDemand Services; and
    - (B) offers individuals an opportunity to opt out (or opt in if applicable law requires) to the collection or use of information gathered in connection with the OnDemand Services.
  - 5.3 **Personal Data.** Customer must ensure that Customer, Customer’s Strategic Partners, and Customer’s Third-Party Data Providers do not transmit, provide, or otherwise make available to Adobe any Personal Data and do 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.
6. **Additional Claims.** Customer’s defense and indemnification obligations set forth in section 6 (Claims) of the exhibit

for OnDemand Services will also apply to Claims that arise from either:

- 6.1 a Strategic Partner's actions, a Third-Party Data Provider's actions, or Customer's actions in connection with using a Targeting Platform; or
  - 6.2 the use, display, exchange, or transfer of Transmitted Data between and among Strategic Partners, Third-Party Data Providers, or Targeting Platforms and Adobe.
7. **Effect of Termination.** Customer's obligations in section 4.1(B)(2) (Effect of Termination) of the exhibit for OnDemand Services also apply to Strategic Partner Sites.
8. **Support.** Any valid OnDemand 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.
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9. **Additional Definitions.**

- 9.1 **"DAA"** means Digital Advertising Alliance.
  - 9.2 **"Monthly Unique Profile"** means each unique user or visitor of applications or websites for whom data has been stored through the OnDemand Services at Customer's request during a calendar month.
  - 9.3 **"Reports"** has the meaning stated in the exhibit for OnDemand Services, but it includes Transmitted Data as well as Customer Data.
  - 9.4 **"Strategic Partner"** means any third party entity that has entered into an agreement with Customer that:
    - (A) authorizes the collection of data from such third party and the transfer of such data to Adobe and a Targeting Platform;
    - (B) authorizes Customer to access, use, display, and combine such data from the third party with Customer Data and Third-Party Data in conjunction with the OnDemand Services; and
    - (C) incorporates Adobe's required terms and conditions applicable to Strategic Partners, as set forth in this PDM.
  - 9.5 **"Strategic Partner Data"** means data collected from Strategic Partner Site(s) via the Distributed Code.
  - 9.6 **"Strategic Partner Site(s)"** means current and future website(s) and applications that are owned by Strategic Partner, contain Strategic Partner's brand or logo, and for which Strategic Partner creates, maintains, controls, and is responsible for the relevant privacy policy or related disclosures displayed or linked from such websites and applications.
  - 9.7 **"Targeting Platform"** means any entity (e.g., demand-side platform, ad server, or content management platform) that has either entered into:
    - (A) an agreement with Customer authorizing such entity to access and use Transmitted Data; or
    - (B) 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, or content management platform.
  - 9.8 **"Third-Party Data"** means data provided by a Third-Party Data Provider.
  - 9.9 **"Third-Party Data Provider"** means any third party entity that has entered into:
    - (A) a data provider agreement with Adobe authorizing Adobe to access, use, display, and transmit such third party's data on behalf of Adobe's customers; or
    - (B) an agreement with Customer authorizing Customer to access, use, display, and transmit such third party's data in conjunction with the OnDemand Services.
  - 9.10 **"Transmitted Data"** means, collectively, Customer Data, Strategic Partner Data, and Third-Party Data.
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