



Adobe PDM - Adobe Social (2013v3)

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

Adobe Social – Product/Service Description

1. Adobe Social

- 1.1 **License Metric.** Adobe Social is licensed per-Social Profile. Each Social Profile includes access for up to 2 individual Social Users to access any of Customer's social media accounts. Additional Social Users may be purchased or may be added by purchasing additional Social Profiles.
- 1.2 **Description.** 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. Adobe Social includes the following functionality:
 - (A) **Reports.** Adobe provides reporting functionality in three main areas: Traffic Reports, Conversion Reports, and Success Events. Each Report may contain up to 500,000 unique values or data elements.
 - (B) **Data Correlations.** This allows Customer to view relationships between 2 or more traffic variables that occur on the same page of a Customer Site or Report Suite. Data Correlation supports a maximum of 500,000 unique values per variable per Report Suite.
 - (C) **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 5 Conversion Variables with Sub-Relations.
- 1.3 **Product Limitations and Use Restrictions.** Additional Social Users may not be purchased without first purchasing at least one Social Profile.

Supplemental Terms

2. **Usage.** Social Profiles. Social Profiles may be deactivated by Adobe where Customer is not actively managing that profile for 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.
3. **Compliance.** Customer must comply with all applicable laws, guidelines, regulations, codes and rules 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, trade promotion and sweepstakes laws and where applicable the US 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, guidelines, regulations, codes and rules for Adobe to collect and use metrics or other data 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. For purposes of this PDM and the exhibit for OnDemand Services, Social Media Platform Data will be included within the definition of Customer Data. 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 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).

4. **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 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 25 months from the date of collection or receipt.
 5. **Limited License.** 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.
 6. **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 25 fans and cannot exhibit sustained activity or fan growth other than for purposes of testing.
-

7. Additional Definitions.

- 7.1 **“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.
- 7.2 **“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 2 individual Social Users. Additional Social Users may be purchased or 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.
- 7.3 **“Test Account”** means a social media account that is used as a staging environment to test social applications before pushing them live.
- 7.4 **“Social User”** means only employees and third party contractors 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. Each individual Social User may access the Adobe Social platform via a single access point using the single login assigned to that individual Social User.