



**Adobe**

## **ADOBE® PRODUCT DESCRIPTION AND METRICS – DIGITAL MARKETING SUITE (2012v1)**

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the corresponding Adobe General Terms. “User” means only employees of Customer who are authorized and designated by Customer to access the Digital Marketing Suite using a unique password and login ID, as provided exclusively by Adobe. Unless otherwise specifically limited in the Sales Order, User Passwords and Log-in ID’s for the OnDemand Services shall be provided 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 and conditions of use required of each such User upon log-in to the OnDemand Services. Customer’s use of the OMS Products and Services is also subject to the limitations on capacity and usage described within the then current Product Capacity List. Unless otherwise specified herein or in the Sales Order, data collected from the Customer Site(s) (including data collected in connection with OnPremise Software hosted and managed by Adobe), and data otherwise imported into the Adobe Digital Marketing Suite platform by Customer or its Affiliates, may be permanently deleted by Adobe after twenty five (25) months from the date of collection or receipt. The term “CPMM” means the cost per million. The term “CPM” means the cost per thousand. Customer shall be responsible for maintaining sufficient internet and telecommunication requirements in order to access and use the OnDemand Services. Adobe Customer Support and ClientCare for all Digital Marketing Suite: Adobe monitors the OMS OnDemand and Managed Services 24x7x365. Adobe provides 24x7x365 access to Adobe ClientCare and the Online Marketing Suite customer support portal. Localized language support is available during local business hours. Customer may utilize up to 2 Supported Users and up to 5 Support Incidents per month. Support includes: Live Phone, Chat, and Email Support from ClientCare; Online Interface for Support Incident Management; Searchable Knowledge Base; and OnDemand Training Modules.

### **Digital Marketing Suite – Online Analytics**

The **SiteCatalyst Reporting Platform** 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 five-hundred thousand (500,000) unique values or data elements. (b) Path Analysis. Path Analysis provides the ability to report on the path of online visitors and to dissect paths to identify patterns. Path Analysis creates pathing for traffic variables such as Page Name, Site Section, or any Custom Insight variable. Pathing enables reports such as Previous and Next Page Flow reports and the Pathfinder Report. (c) Report Suite-based Real-Time Segmentation. This feature allows the Customer to segment traffic using distinct Report Suites, i.e. a group of Reports that apply to a designated set of web pages, website(s), or domain(s) that are tagged for reporting as a single unit or account. (d) User Log-ins. Adobe provides unique logins for all Users who are authorized to access the reporting interface(s) for the OnDemand Services. Use of the same login ID simultaneously by two or more Users is prohibited. (e) ClickMap – Display Success Events. This feature enables ClickMap to display Success Events such as the click event and the purchase event (e.g. orders, units and revenue). (f) Success Event Participation. This feature generates reports that show which traffic and conversion variables contributed to a given success event. Participation tracking for the page variable/purchase event is included at no additional charge. The Customer can also enable page participation tracking for custom events and traffic property participation for the purchase event. (g) Unique Visitors. This feature monitors unique visitors to each Report Suite by day, week, and month. Optionally, this feature may measure unique visitors at a more granular level for pages, channels, or any other traffic property by day, week, or month. (h) Multi-Site Roll-up Accounts. Multi-Site Roll-up Accounts provide a view of visitor behavior across multiple Customer Sites by aggregating data from multiple Report Suites geographically or organizationally. Multi-Site Roll-up Accounts include data from up to Two Hundred (200) Report Suites, updated daily. The base offering of Report Modules includes the Multi-Site Roll-up Reports for Page Views, Unique Visitors, Visits, Most Popular Sites, Most Popular Channels, Most Popular Services, all Technology Reports and all Custom Insight Reports. (i) Data Correlations. Data Correlation allows the Customer to view relationships between two 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. (j) Conversion Sub-relations. This feature allows the Customer to view relationships between two or more conversion variables and analyze how different combinations affect success metrics and events. (k) SiteCatalyst Merchandising. This feature allows the Customer to analyze product performance and how it varies across various merchandising channels, including cross-visit tracking. (l) GeoSegmentation. This feature allows the Customer to map out visitor location by geographic area. (m) Hierarchy Reporting. Hierarchy Reporting allows the Customer to analyze traffic to sections and sub-sections of a website by aggregating data at the highest levels of a hierarchy and drilling down into increasing levels of detail. (n) Direct Data Feed. This feature enables the Customer to leverage SiteCatalyst data within the Customer’s internal data warehouse by receiving a daily export of full click stream or summary level data. (o) Additional Conversion Variables with Full Sub-relations. This feature provides the Customer with access to granular reporting

capabilities by drilling down from one conversion variable into another variable. (p) Advanced Instances Tracking. Advanced Instances Tracking allows the Customer to track and analyze "Instances" of sub-relations (i.e. Search Engine, Search Keyword, Referring Domain). (q) Data Sources. This feature allows the Customer to import data from its internal data stores into the SiteCatalyst Reporting Platform. For purposes of this feature only, one row of data imported represents and is equivalent (for billing purposes) to one Primary Server Call and will be charged in accordance with the Primary Server Call rate set forth in the applicable Sales Order. Enablement of the Integration Data Source is subject to additional pricing, as set forth below. The fee structure for Adobe's SiteCatalyst Reporting Platform is set forth in the applicable Sales Order. (r) Adobe TagManager. This feature provides Customer with the ability to host and manage tag libraries for the enablement of certain products and services and allows Customer to scan the Customer Sites to audit the implementation of certain products, services and site functionality. As further described in the Sales Order, Customer is charged for and is responsible for each "Primary Server Call" and "Secondary Server Call" (as applicable) to Adobe's servers. A "Primary Server Call" means each page view, exit link, download, custom link, or other event on the Customer Site(s) to the extent that Customer tags, allows to be tagged, or causes to be tagged such page views, exit links, downloads, custom links, and other events for purposes of accessing and using the SiteCatalyst Reporting Platform. Each tagged page view, exit link, campaign container request, download, custom link, or other event will be counted as one Primary Server Call. "Secondary Server Call" means each duplicate page view, exit link, download, custom link, or other event on the Customer Site(s) to the extent that Customer enables multi-suite tagging or real-time segmentation of Customer Data using VISTA rules (Visitor Identification, Segmentation and Transformation Architecture) on such Customer Site(s). "Report Suite" means a repository of Customer Data within the SiteCatalyst Reporting Platform pertaining to a specific source of traffic that has been identified by Customer.

When enabled, **Unique Visits and Visitors in Conversion** provides more granular daily unique visits/visitors information broken out by conversion variable and events.

**Adobe ReportBuilder** extends the reporting capabilities of the SiteCatalyst Reporting Platform by allowing a user to pull Customer Data into Microsoft Excel. Adobe ReportBuilder can send data according to a predefined or User-defined schedule and set of instructions (each set of instructions a "Scheduled Report"). Adobe ReportBuilder is licensed on a per User basis per the fee structure set forth in the applicable Sales Order. Each Adobe ReportBuilder User license is restricted to ten (10) Scheduled Reports at any one time, and an Adobe ReportBuilder User license may not be used concurrently (i.e. the same login ID may not be used by more than one individual at a discrete moment in time). **Adobe DataWarehouse** provides the Customer with the ability to generate custom Reports filtered by any available segmented variable. Adobe DataWarehouse provides storage of, and access to, raw Customer Data within the SiteCatalyst Reporting Platform for twenty five (25) rolling months from the point of data collection during the term of the Agreement (as long as this feature is enabled) per the fee structure set forth in the applicable Sales Order.

**Adobe Discover** allows the Customer to define custom visitor segments, and to analyze data dimension relationships, visitor behavior, conversion rates, revenue, and other pertinent success metrics in order to help understand and respond to visitor/activity trends. Adobe Discover requires Adobe Data Warehouse to be enabled and is subject to the data retention limitations set forth for Data Warehouse. Adobe Discover is licensed on a per User basis for the fee structure set forth in the applicable Sales Order, and a Discover User license may not be used concurrently (i.e. the same login ID may not be used by more than one individual at a discrete moment in time). The maximum number of Floating Users that may use or access Adobe Discover is specified in the applicable Sales Order. Customer Data analyzed within Adobe Discover may be sampled by Adobe (for a duration and sampling ratio to be determined by Adobe) in the event that any of the following occurs during the Initial Term, or any Renewal Term: 1) Primary or Secondary Server Calls (either alone or in combination) collected within an Adobe Discover-enabled Report Suite exceed 7.5 Million per day; 2) Customer initiates an Adobe Discover "Project" (i.e. a collection of reports and workspaces for a specific date range defined by Customer) for a date range greater than the current month plus two (2) previous months; 3) Customer initiates an Adobe Discover Project for a date range greater than a single calendar quarter; or 4) Customer initiates an Adobe Discover Project for a date range that exceeds a total of 750 million Primary or Secondary Server Calls (either alone or in combination).

By enabling the **Integration Data Source** within the reporting interface(s) for the OnDemand Services, Customer may import its own "Transaction ID's" into the OnDemand Services platform. Fees incurred in connection with the importing of Transaction ID's, shall be set forth in the applicable Sales Order. "Transaction ID" means a unique set of characters used to identify specific transaction data as designated by Customer.

**Adobe Genesis** provides the Customer with the ability to integrate data from third party tools with the SiteCatalyst Reporting Platform. Fees for enablement and maintenance of Adobe Genesis integrations are set forth in the applicable the

Sales Order. Providers of such third party tools, at their discretion, may charge fees in order to support Adobe Genesis integrations. Such fees, if any, shall be handled directly between the Customer and such provider.

The **Web Services API** provides the Customer a means to access Customer Data programmatically through a web services-based application programming interface ("API"), and thus build dashboards and other reporting applications that automatically process Customer Data within the API. Usage of this feature is measured in the number of API requests generated (including, but not limited to, report requests, status checks, and report retrievals), each API request utilizing an "API Token", as such term is utilized within the reporting interface(s) for the OnDemand Services. A small allotment of API Tokens are included with the SiteCatalyst Reporting Platform at no charge to accommodate testing and development. Full deployment of Customer's reporting applications requires the Parties to establish an adequate API Token commitment. The API usage fees are set forth in the applicable Sales Order.

### **Digital Marketing - Conversion**

**Adobe Test&Target** provides the Customer with an on-demand conversion optimization services application that allows Customer to specify content for testing and/or targeting onto certain portions of the Customer Site(s), as set forth on the Sales Order (the "T&T Site(s)"). Adobe Test&Target allows for Customer Content options to be served within specified locations within the T&T Site(s) (each an "M-box") at Customer's discretion. Fees for serving of such options within each M-box, including applicable overusage costs, are set forth in the applicable Sales Order. When the pages of the T&T Site(s) are displayed on a visitor's browser, the pages communicate with content servers via the Site Tags. Adobe Test&Target allows Customer to manage the visitor pool so as to divide Customer's traffic into testing groups, to manage the testing groups, and to track success of a given content option. "M-box Requests" shall mean each call made to Adobe's servers in connection with Customer's use of the T&T Services. Adobe Test&Target allows the Customer to perform A/B/n split tests, multivariate tests, and targeted campaigns for content delivery to specific groups of visitors. Tests can include steps for funnel analysis, segment filters for analysis of test performance for different groups of visitors, multiple conversion points, and targeting criteria so that only specific segments of traffic are exposed to the test. Targeting criteria can include URLs, URL parameters, and behavioral information defined by the Customer and captured by Test&Target's anonymous user profile. Customer will have online access to performance reports for Adobe Test&Target via an on-demand reporting system, which shall be accessed via discrete log-in(s) and password(s).

For an additional fee, Customer may enable **Adobe Test&Target GeoTargeting**, which allows Customer to use the specific geographic location of a particular visitor (country, state, city, dma, zip) in order to deliver relevant experiences based on that location. Adobe Test&Target GeoTargeting utilizes IP address lookups to determine a visitor's location and eliminates the complexity of incorporating geographic relevance into its testing and targeting strategies.

**Adobe Test&Target 1:1** can be enabled as part of Customer's Test&Target implementation and provides Customer with the ability to collect anonymous behavioral information for T&T Site(s) and to dynamically serve Customer Content to visitors of the T&T Site(s) according to discrete profiles compiled by Adobe in accordance with individual visitor usage patterns. For the T&T Site(s), Customer will provide Customer Content for each distinct and unique location (each a "1:1 M-box") on a web page where a campaign has been identified by Customer, and the Customer Content for each 1:1 M-box will then be dynamically served by Adobe Test&Target 1:1. Given the available set of Customer Content for each 1:1 M-box and all information that Adobe Test&Target 1:1 has collected about visits to the T&T Site(s), the Customer Content determined by Adobe to maintain the highest expected success rate will be selected for display. "1:1 M-box Requests" shall mean each call made to Adobe's servers in connection with Customer's use of 1:1 M-boxes. Adobe Test&Target 1:1 is designed to maximize one or more of the following: click-through, sales, success events, and revenue. Customer shall have online access to performance reports for Adobe Test&Target 1:1 via an on-demand reporting system, which may be accessed via discrete log-in(s) and password(s). Test&Target 1:1 fees, including applicable overusage costs, are set forth in the applicable Sales Order.

**Adobe Analytics-Powered Targeting** incorporates SiteCatalyst custom variables into Test&Target by making a request to Adobe's servers and transmitting such data (each an "Analytics-Powered Targeting M-box Requests") which facilitates segmentation and targeting within Test&Target. Adobe Analytics-Powered Targeting fees, including applicable overusage costs, are set forth in the applicable Sales Order.

**Third-Party Data Integration** allows Customer to use the third-party data elements and segments within the Digital Marketing Suite. These data elements may be leveraged by Customer in conjunction with the specific information about a particular visitor, geography, or other basis for segmentation. Third-Party Data Integration helps to eliminate the

complexity of incorporating third-party information into Customer's digital marketing activities. Portions of the third-party data elements and segments may be enhanced, modified, or deleted at any time by Adobe or its suppliers.

**Adobe Recommendations** provides Customer with the ability to create, manage, and automate the display of product and/or content recommendations for the specific websites within the Customer Site(s) that are designated for use in connection with Adobe Recommendations, as identified within the applicable Sales Order(s) (the "Recommendations Sites"). Such product and/or content recommendations are generated by proprietary algorithms that make use of collective, historical on-site visitor data including product or content viewing, searching and purchasing activity, combined with information provided by a cookie. Adobe Recommendations algorithms may be configured to include or exclude certain products or content based on business factors such as price, inventory, category and/or date range. Adobe Recommendations allows recommended products or content to be served at Customer's discretion anywhere within the Customer Site(s) via automated calls made to Adobe's servers (each a "Recommendation Server Call"). Customer shall have online access to performance reports for Adobe Recommendations via the reporting interface(s) for the OnDemand Services. Fees for Adobe Recommendations, including applicable overusage costs, are set forth in the applicable Sales Order.

**Adobe Survey** enables the Customer to build, conduct and review results from online surveys on the Customer Site(s). Adobe Survey collects online survey responses and statistics from visitors to the Customer Site(s). Customer may run several online surveys in parallel on a single Customer Site. Fees for Adobe Survey are based on the number of surveys submitted by visitors to the Customer Site(s) (each a "Respondent"). Fees for Adobe Survey, including applicable overusage costs, are set forth in the applicable Sales Order. The functionality contained within Adobe Survey will not be deemed by Adobe as a violation of the contractual restrictions on "spam" or "spamming" contained in the Agreement.

**Adobe Search&Promote** is an on-demand solution that provides the Customer with website search and navigation functionality, including an index of certain pages of the Customer Site(s), as designated by Customer, and/or catalog content. Customer's use of Adobe Search&Promote is subject to limitations on the size of such index and the volume of traffic to such certain designated pages, which limits are set forth in the applicable Sales Order. Index size is measured by the number of products indexed from Customer's product catalog and/or indexed web pages comprising the total possible number of search results. Traffic volume is measured by "Search&Promote Server Requests". A Search&Promote Server Request is any request made to the Adobe servers, which originates from: a) an external service making a direct call; or b) a request made due to keyword searches submitted from a search box on the Customer Site(s), navigation links in the search results pages, or links to Adobe Search&Promote results embedded in the Customer Site(s). Customer administers and may customize the website visitor's search and navigation experience through a web-based console. This console further allows Customer to create and deploy merchandising rules, and to adjust relevance ranking strategies based on a variety of metrics made available by integration(s) of Customer Data within Adobe SiteCatalyst. Fees for Adobe Search&Promote, including applicable overusage costs, are set forth in the applicable Sales Order.

**Adobe Publish** is an on-demand content management solution that provides the administrative and editorial tools necessary for business users to create, manage and update web content on the Customer Site(s). Administrative and editorial tools are accessible through the Adobe Publish online interface. Adobe Publish may be used for creating, editing, and managing content. Content is staged and published to a separate third-party destination accessible via FTP or SFTP. The fee structure for Adobe Publish is set forth in the applicable Sales Order. Customer is charged and responsible for the fees related to each "Publish Directory" as well as the "Publish Directory Size". A "Publish Directory" is a repository established for storage of the Publish files uploaded to Adobe servers to be used on the Customer Site(s) as part of the Publish Services. "Publish File(s)" mean any templates, content files, images, or any other files represented in the file hierarchy of the Publish Directory. The "Publish Directory Size" equals the total number of Publish Files stored in all Customer Publish Directories and shall be limited to the amount specified in the Sales Order. An excess usage fee shall be charged for each month, as measured from the Service Commencement Date and for each subsequent month thereafter, that the daily average of the Publish Directory Size exceeds the Publish Directory Size Limit, as described in the Sales Order. Customer shall receive a specific number of Named User logins to the Adobe Publish online interface (consisting of a combination of administrator and editor logins, as requested by the Customer). For the purposes of Adobe Publish, a "Named User" means the single and uniquely specified individual User authorized by Customer (by password or other user identification) to access Adobe Publish, and such login shall not be used by more than one individual User (regardless of whether such User is using Adobe Publish at any given time).

**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 applications (interactive, rich content such as games, surveys, contests, polls, etc...) to Customer's Facebook Page(s), configured and branded specifically for Customer. Adobe Social also provides a native integration with Adobe® SiteCatalyst® to (i) directly measure the interactions Customer has with its online audience across Social Media Platforms, specifically how content published by Customer on Social Media Platforms drives behavior and conversion across all other tracked digital media; and (ii) measure activity across Social Media Platforms and display relationships between that activity and metrics, including page views and revenue. Unless Adobe has expressly granted Customer a separate license to the full functionality of Adobe SiteCatalyst, Customer's use of the SiteCatalyst component contained within Adobe Social will contain limited functionality. Customer acknowledges and understands that Customer's use of Adobe Social does not create for Customer an implied license to access or use the SiteCatalyst interface or the full functionality of SiteCatalyst, and Adobe reserves the right, in its discretion, to notify Customer when Customer has reached usage limits associated with such SiteCatalyst component of Adobe Social. At the point at which Customer reaches such usage limits, Adobe may discuss with Customer the need to enter into a separate license for expanded SiteCatalyst functionality.

Definitions provided in this section on Adobe Social only apply to Adobe Social. The terms of this PDM remain unmodified with respect to the provision of other OnDemand Services described herein.

"Customer Data" also includes any business information or other data of any type that is provided by Customer, or by a site visitor, to Customer's Web Application for use in connection with the OnDemand Services.

"Identity" means one particular brand (or line of business or other way in which a business presents itself in social media) of Customer for which Customer has one or more Social Media Platform account(s) specifically dedicated. For example, if Adobe were an Adobe Social Customer, one Identity for Adobe could be Adobe® Photoshop® and the associated Facebook page, Twitter account, and/or YouTube Channel dedicated thereto. Another Identity for Adobe could be Adobe Customer Care and the associated Facebook Page, Twitter account, and/or YouTube Channel dedicated thereto. A third Identity for Adobe could be Adobe Japan and the associated Facebook Page, Twitter account, and/or YouTube Channel dedicated thereto. Each Identity includes two licenses for two individual Customer users.

"Listening Data" means 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.

"OnDemand Services" also includes Platform Services as set forth within the applicable Service Order(s).

"Platform Services" means subscription-based online software-as-a-service product(s) that allows customers to manage, analyze, and publish content, and make Web Applications available on Social Media Platforms.

"Social Media Platform Data" means metrics or other information collected via Social Media Platform accounts, such as the number of "Likes" attributed to a Facebook page.

"Social Media Mention" means each instance that a search term designated by Customer in the online reporting interface of Adobe Social is collected by Adobe Social from a Social Media Platform(s) selected by Customer in such online reporting interface.

"Web Applications" means games, surveys, contests and other product and company pages as configured and branded specifically for Customer.

Customer is responsible for compliance with all applicable laws relating to Customer's use of Web Applications, including contest and sweepstakes law and the Children's Online Privacy Protection Act. As between Customer and Adobe, Customer shall be responsible for obtaining the necessary clearances, consents and approvals from end users under all applicable laws or regulations for Adobe to collect and use the Customer Data and Social Media Platform Data on Customer's behalf via Platform Services and Web Applications.

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 hereby 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.

Certain features of the Platform Services 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 Platform Services and the Social Media Platform accounts.

Adobe does not provide an archiving service for Customer Data and Social Media Platform Data. Adobe agrees only that it shall not intentionally delete any Customer Data or Social Media Platform Data from the Platform Service prior to termination of Customer's applicable Term. The verbatim record of Listening Data may be permanently deleted by Adobe one (1) month from the date of collection; all other Listening Data may be permanently deleted by Adobe twenty-five (25) months from the date of collection.

Customer also 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.

*Third Party Software Notices. In order to accommodate public demand for software that is interoperable with other products and platforms, Adobe, like other commercial software publishers, has designed its products to comply with public standards, and has incorporated code created and licensed by third parties, into its products. The creators of these public standards and publicly available code, as well as other third party licensors, require that certain notices and terms and conditions be passed through to the end users of the software. Such required third party software notices and/or additional terms and conditions are located at [www.adobe.com/products/eula/third\\_party/index.html](http://www.adobe.com/products/eula/third_party/index.html) (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement. Customer acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.*