



ADOBE PDM – Adobe Primetime PayTV Pass (2014v2)

Services described in this PDM are On-demand Services and are governed by the terms of this PDM, the Sales Order, the General Terms, and the Exhibit for On-demand Services. As used in this PDM, On-demand Service means the PayTV Pass, which is a universal, user-friendly system for unlocking pay TV content on any device.

1. Additional Definitions

- 1.1 **“Content User”** means a user of the Internet that interacts with the On-demand Service when requesting access to Permitted TVE Content.
- 1.2 **“MVPD”** has the meaning ascribed thereto in section 4 below.
- 1.3 **“Permitted TVE Content”** means the subscribed television content that is described in a Use Authorization or a Sales Order and that is distributed in coordination with the On-demand Service implemented by Customer. For purposes of clarity, non-subscribed content available to all visitors of a website is not considered Permitted TVE Content for purposes of this PDM.
- 1.4 **“Service SDK”** has the meaning ascribed thereto in section 5 below.
- 1.5 **“Territory”** means the United States, Canada, and Mexico.
- 1.6 **“Use Authorization”** means a separately executed document describing Permitted TVE Content, Service Term, and other specific terms of Customer’s use of the On-demand Service, substantially in the form of the first Use Authorization attached hereto as Exhibit A (Use Authorization).
- 1.7 **“Use Data”** means data that is either (i) sent to or received by Adobe when Customer, an MVPD, or a Content User interacts with the On-demand Service or (ii) generated by Adobe when Customer, an MVPD, or a Content User interacts with the On-demand Service. By way of example, data sent, received, or generated when the Adobe Access Enabler interacts with the device of a Content User is Use Data. By way of further example, data sent, received, or generated when an Adobe TV-E server interacts with an MVPD server is Use Data.

2. Use Authorizations. The Parties will enter into one or more separately executed Use Authorizations describing the Permitted TVE Content, Fees, and other particular terms of use of the On-demand Service by Customer in the Territory. This PDM is hereby incorporated into each Use Authorization.

3. Access to On-demand Services. Subject to the terms and conditions of this PDM and any Use Authorization, Customer may access and use the On-demand Service during the License Term in the Territory. Customer may use the On-demand Service only for the purpose of offering Permitted TVE Content to users of the Internet.

4. MVPD Access. Customer may, from time to time, request that Adobe permit the computer servers of one or more multi-channel video programming distributors (each, an **“MVPD”**) to interact with the On-demand Service for the purpose of authorizing and authenticating Play Requests for Permitted TVE Content made by Content Users. In such event, Adobe will make efforts to deliver Adobe Technology to, and otherwise cooperate with, such MVPD(s) to allow such interaction. MVPDs may be required to enter into Adobe standard terms of service governing such deliveries and interaction.

5. Software Development Kits. Adobe will provide Customer with software development kits necessary for its interoperation with the On-demand Service, including, without limitation, the Media Token SDK (each such SDK, a **“Service SDK”**). Service SDKs may include sample software code, object code, and documentation. Adobe hereby grants Customer the right to install and use any such software, and to copy and modify any such software provided in human readable format, each solely for purposes of accessing the On-demand Service. Customer may use and make a limited and reasonable number of copies of the SDK documentation for purposes of accessing the On-

demand Service. Customer may not distribute or disclose any part of a Service SDK to any third party without Adobe's prior written consent.

6. Restriction on Use. Customer will use the On-demand Service only in a manner consistent with this PDM, a Use Authorization, the On-demand Service documentation and all applicable rights, laws, and regulations. Without limiting the generality of the foregoing, Customer may not, nor may it permit or assist others to:

- 6.1 obtain or attempt to obtain the On-demand Service by any means or device with intent to avoid paying the Fees;
- 6.2 enable access to the On-demand Service by any third party except as otherwise provided herein or with the prior written consent of Adobe;
- 6.3 process the data or content of any third party other than third party content that is included in the definition of Permitted TVE Content;
- 6.4 access, alter, or destroy any information of another customer of Adobe by any malicious means or device, or attempt to do so;
- 6.5 intentionally introduce a virus, worm, Trojan horse, or other harmful software code or similar files that may damage the operation of another party's computer, property, or information;
- 6.6 use the On-demand Service intending to damage, disable, overburden, or impair any Adobe server or network(s) connected to any Adobe server, or interfere with any other party's use and enjoyment of the On-demand Service;
- 6.7 obtain or attempt to obtain any materials or information through any means not intentionally made available through the On-demand Service;
- 6.8 host, on a subscription basis or otherwise, the On-demand Service, including any related application,
- 6.9 sell, lease, or rent access to or use of the On-demand Service, or otherwise transfer any rights to use the On-demand Service under this PDM (including without limitation, on a timeshare or service bureau basis);
- 6.10 defraud, defame, abuse, harass, stalk, threaten, or infringe the rights of privacy or other intellectual property (including copyright) of others, or otherwise violate any law.

7. Log-In Information.

- 7.1 To gain access to and use the On-demand Service (including documentation and reporting) Customer may be required to create a log-in ID and password. Customer is responsible for all activity occurring under its log-in information, and Customer will keep its log-in information confidential and not share its log-in information with third parties. Adobe has no obligation or responsibility with regard to Customer's use, distribution, disclosure, or management of log-in information. Notwithstanding the foregoing, Adobe may require Customer to change Customer's log-in information.
- 7.2 Customer may sub-license use of the Service SDK to third party contractors ("**Customer Contractors**") provided that:
 - (A) Customer provides Adobe with prior written notice (inclusion in a Use Authorization is acceptable);
 - (B) Customer is responsible for ensuring that Customer Contractors agree to abide by and fully comply with the terms of the General Terms, the Exhibit for On-demand Services and this PDM as they relate to the use of Service SDK on the same basis as applies to Customer;
 - (C) such use is only for the purpose of facilitating Customer's ability to use the On-demand Service on Customer's behalf as restricted herein;
 - (D) such use does not represent or constitute an increase in the scope or number of licenses to use the Service SDK or any other Adobe Technology provided hereunder; and
 - (E) Customer remains fully liable for any and all acts or omissions by Customer Contractors related to the Agreement.

8. Use Data. As part of the On-demand Service, Adobe will implement reasonable security measures consistent with industry standards to protect Use Data resulting from the distribution of Permitted TVE Content from unauthorized access, and, in any event, in a manner at least as protective as Adobe uses to protect its own information of a similar nature. Customer acknowledges that Use Data may be stored on servers physically located in the United States of America. Adobe may not disclose such Use Data to any third party or exploit such Use Data for its own purposes. By way of example, unless otherwise agreed in writing by Customer, Adobe will not disclose or exploit programming viewing pattern information extracted from such Use Data. Notwithstanding the foregoing, nothing limits the right to Adobe to use the Use Data for purposes of normal operation of the On-demand Service and billing purposes.

**EXHIBIT A
USE AUTHORIZATION
Adobe Primetime PayTV Pass**

Use Authorization No: 1	Customer Name:
Date of this Use Authorization:	Customer Address:
Effective Date of Applicable Terms of Service:	Primary Contact Name:
Permitted TVE Content: Subscribed television content distributed by	Primary Contact Email:
Territory:	Support Contact Name:
License Term:	Support Contact Email:
Renewal Terms: Customer and Adobe may mutually agree in writing to renew or extend the License Term of this Use Authorization.	Customer Contractor(s):

CUSTOMER

Signed: _____

Name: _____

Title: _____

Date: _____

ADOBE SYSTEMS INCORPORATED

Signed: _____

Name: _____

Title: _____

Date: _____