



## PDM: ADOBE PRIMETIME PLATFORM (2014v2)

### Primetime Platform – Product Description

Adobe Primetime Platform provides multi-device reach and reduces complexity for premium video by offering multi-format video playback, content protection, compliant closed captions, ad-insertion, detailed playback heuristics and video preparation tools.

### 1. General Terms.

Capitalized terms not defined in this PDM will have the same meaning as defined in the Agreement.

**2. Additional Terms for Adobe Primetime Platform.** Adobe Primetime Platform is licensed to Customer under the terms of the Exhibit for On-premise Software, except for components that are described as On-demand Services, and are subject to those rights, restrictions, obligations and conditions. The provisions of this PDM apply to Adobe Primetime Platform, which are licensed to Customer as noted in the Sales Order and described in this PDM.

### 3. Definitions.

- 3.1 **“Ad(s)”** means a graphic or multi-media file served in adjacent to or otherwise in connection with Customer Content, including, without limitation, overlays, companion banners, pre-roll/mid-roll/post-roll, video and display.
- 3.2 **“Adobe Primetime Ad Insertion”** means Adobe’s proprietary hosted service that allows customers to insert and replace Ads into VOD, linear, live HDS and HLS streams.
- 3.3 **“Adobe Primetime Ad Decisioning (fka Adobe Auditude)”** means Adobe’s proprietary hosted service that allows customers to manage and select Ads.
- 3.4 **“Adobe Primetime DRM (fka Adobe Access)”** means Adobe’s proprietary Content encryption, decryption and protection software.
- 3.5 **“Adobe Primetime Player Monitoring”** means the On-demand Service that allows for monitoring of Customer Content delivery to Customer Players.
- 3.6 **“Adobe Primetime Player SDK”** means Adobe’s proprietary SDK for creating video players on specified Platforms.
- 3.7 **“Adobe Primetime Protected Streaming”** means PHDS and PHLS that require Adobe Primetime Player SDK and do not require Adobe Primetime DRM or the use of a DRM license server.
- 3.8 **“Adobe Primetime Streaming Server”** means (A) Packagers; and (B) Origin Server.
- 3.9 **“Authorized Employees”** means only the individuals authorized to place or approve orders for Protected Streaming Certificates through the online registration process for Protected Streaming Certificates ordering that is described in the Documentation, all of whom must at all times be full-time employees of Customer with a strict need to have access to Protected Streaming Certificates Private Key in order to perform Customer’s obligations or exercise Customer’s rights under the Agreement.

- 3.10 **“Basic Player Data”** means metrics used to monitor delivery of Customer Content to Customer Players, such as the average buffer rate of Customer Content during playback via the Customer Player.
- 3.11 **“Content”** means any and all audio, video, multimedia, text, images, documents, computer programs, data and any other information or materials. The definition of Content does not include Ads.
- 3.12 **“Content Protection Functions”** means those aspects of the On-premise Software that are designed to implement requirements to prevent unauthorized access to Protected Streaming Certificates Private Key, and Protected Streaming Certificates or unauthorized access to or use of Protected Streaming Content inconsistent with the access and usage rules contained in a content license associated with such Protected Streaming Content. Content Protection Functions cannot be used with Adobe Primetime DRM unless Customer has a valid license.
- 3.13 **“Customer Content”** means (A) Linear Content; (B) Live Content; (C) VOD Content; or (D) (A), (B) and (C).
- 3.14 **“Customer Data”** The definition in the Exhibit for On-demand Services is deleted in its entirety and replaced with the following: **“Customer Data”** means any and all data and information (A) collected from a Customer Player, (B) that the Customer chooses to import from Customer’s internal data stores or other sources not supplied by Adobe into the On-demand Services, (C) that Customer and/or Third Party Sales Teams input into the On-demand Services and (D) collected via the On-demand Services.
- 3.15 **“Customer Player(s)”** means Customer Content and Ad players, developed using the Adobe Primetime Player SDK, for use on Customer Sites on the Platform specified in the Sales Order, regardless of whether such Customer Content and Ad players are intended for desktop operating systems or other device operating systems, including but not limited to iOS or Android.
- 3.16 **“HDS”** means HTTP Dynamic Streaming.
- 3.17 **“HLS”** means HTTP Live Streaming.
- 3.18 **“Linear Content”** means Content that includes (A) Live Content; (B) pre-produced Customer Content that is (1) being packaged and delivered to a Customer Player in real time and (2) uploaded or provided by Customer for distribution on or through a Customer Player; or (C) both (A) and (B).
- 3.19 **“Live Content”** means Content that is (A) being packaged and delivered to a Customer Player in real time; and (B) uploaded or provided by Customer for distribution on or through a Customer Player.
- 3.20 **“Object Code”** means (A) the non-human-readable, machine executable version of the On-premise Software, unmodified and as originally made available to Customer by Adobe, as part of the On-premise Software; and (B) any Updates.
- 3.21 **“On-demand Services”** means Adobe Primetime Player Monitoring.
- 3.22 **“On-premise Software”** means (A) Adobe Primetime Player SDK and (B) Adobe Primetime Streaming Server.
- 3.23 **“Origin Server”** means the software that distributes Customer Content to a Customer Player.
- 3.24 **“Packagers”** means Adobe’s proprietary software that (A) translates MPEG-TS broadcast feeds for HDS streaming or HLS streaming for Linear Content and Live Content; and (B) packages MP4 and TS files for HDS streaming or HLS streaming for VOD Content
- 3.25 **“PHDS”** means protected HDS, a protection method using Adobe Primetime DRM client (as part of the Customer Player) but does not require an Adobe Primetime DRM license server.

- 3.26 **"PHLS"** means protected HLS, a protection method using Adobe Primetime DRM client (as part of the Customer Player) but does not require an Adobe Primetime DRM license server.
- 3.27 **"Platform(s)"** means the platform(s) set forth in the Sales Order.
- 3.28 **"Protected Streaming Content:** means Content encrypted using Adobe Primetime Protected Streaming.
- 3.29 **"Protected Protocols:** means PHDS and PHLS
- 3.30 **"Protected Streaming Certificates:** means revocable electronic documents (A) provided by Adobe on a trial and time-limited basis pursuant to this Product Appendix that incorporate a digital signature that associates a public key with an entity (including server, client) and can be used to establish a chain of trust; and (B) that are issued by Adobe directly to Customer's customer solely for converting to the Protected Protocols.
- 3.31 **"Protected Streaming Certificates Private Key:** means a cryptographic value generated by the Customer's customer and uniquely associated with a Protected Streaming Certificates Public Key.
- 3.32 **"Protected Streaming Certificates Public Key:** means a cryptographic value generated by the Customer's customer and uniquely associated with a Protected Streaming Certificates Private Key that is incorporated into a Protected Streaming Certificate issued by Adobe when Customer's customer follows the Protected Streaming Certificate generation process described in the Documentation.
- 3.33 **"Redistributable Code"** means (A) Object Code libraries (1) for Adobe Primetime Player SDK for the desktop Platform, all files in the "frameworks" folder, (2) for Adobe Primetime Player SDK for iOS Platform, all files in the "frameworks" folder and (3) for Adobe Primetime Player SDK for Android Platform, all files in the "frameworks" folder and (B) such other files that Adobe may designate as Redistributable from time to time during the License Term.
- 3.34 **"Report(s)"** The definition in the Exhibit for On-demand Services is deleted in its entirety and replaced with the following: **"Report"** means any graphical or numerical display of the Basic Player Data that contains Adobe's proprietary design, look and feel, which is generated by the On-demand Service.
- 3.35 **"Update(s)"** means enhancements, updates, or modifications thereto that may be made available by Adobe to Customer under this PDM, unmodified and as originally made available by Adobe.
- 3.36 **"VOD"** means video on demand Content that has been uploaded or provided by Customer for distribution on or through a Customer Player. Linear Content and Live Content are expressly excluded from the definition of VOD.

#### 4. Additional Terms for the On-premise Software.

- 4.1. **License Grant to the Adobe Primetime Player SDK.** Subject to Customer's compliance with the terms of this Agreement, Adobe grants to Customer a non-exclusive license to copy, install, use and integrate the Adobe Primetime Player SDK on multiple Computers in accordance with the Documentation solely to develop, use, and distribute the Customer Player, and to distribute the Redistributable Code as a fully integrated part of such Customer Player through the then-current means made available for distributing the Customer Player for the respective licensed Platform.
- 4.2. **License Grant to the Origin Server.** Subject to Customer's compliance with the terms of this Agreement, Adobe grants to Customer a non-exclusive license to copy, install and use the Adobe Primetime Origin Server to distribute Customer Content to a Customer Player on behalf, and for the benefit, of Customer.

- 4.3. **License Grant to the Packagers.** Subject to Customer’s compliance with the terms of this Agreement and if expressly stated in the Sales Order, Adobe grants to Customer a non-exclusive license to copy, install, use the Packagers on multiple Computers in accordance with the Documentation solely to:
- (A) package MP4 and TS files for HDS streaming or HLS streaming for Linear Content and Live Content;
  - (B) package MPEG-TS broadcast feeds for HDS streaming or HLS streaming for VOD Content;
  - (C) encrypt Customer Content for Adobe Primetime Protected Streaming and Adobe Primetime DRM (subject to a valid license); and
  - (D) prepare Customer Content for Adobe Primetime Ad Insertion (subject to a valid license).
- 4.4. **License Limitation.** The license grant does not give Customer or any third party a license to use the On-premise Software in the following ways: (A) distributing or making available the On-premise Software on a stand-alone basis, (B) using the Adobe Primetime Player SDK to deploy applications or services other than a Customer Player, (C) to deliver Customer Content to a non-Customer Player and (D) using the On-premise Software to distribute Customer Content and Ads in violation of applicable laws and regulations, including copyright laws. Additionally, Customer must only (1) use Adobe Primetime DRM or Adobe Primetime Protected Streaming to encrypt, decrypt and protect Customer Content, (2) use Adobe Primetime Ad Insertion for inserting Ads into Customer Content to be delivered by the Customer Player and (3) distribute the Customer Player on Customer Sites.
- 4.5. **Prohibited Use.** In addition to the restrictions set forth in the Exhibit for On-premise Software, unless Customer has a separate valid license from Adobe or an authorized Adobe licensee, Customer must not use the On-premise Software to (A) enable and use Adobe Primetime Ad Insertion, Adobe Primetime Ad Serving or Adobe Primetime DRM or (B) stream a type of Customer Content not designated in a Sales Order (e.g., if the Sales Order states that Customer may only stream VOD Content, then Customer must not stream Live Content or Linear Content or both).
- 4.6. **No Circumvention.** No element of the Licensed Software may be used to circumvent or defeat any Adobe Primetime Protected Streaming, Adobe Primetime DRM or Content Protection Functions or other requirements of the On-premise Software or Documentation provided hereunder related to the protection of Content. Customer will not (A) use any Protected Streaming Certificates Private Key to circumvent the Content Protection Functions of either (1) the On-premise Software or (2) any related Adobe software that is used to encrypt or decrypt digital content for authorized consumption by users of the Customer Players, or (B) use the On-premise Software in any way that decrypts Content except as expressly permitted in this PDM.
- 4.7. **Protected Streaming Certificates.**
- (A) **Restrictions.** The Protected Streaming Certificates will only be used with PHDS and PHLS and will not be distributed.
  - (B) **P-Cert Security Requirements.** The Protected Streaming Certificates Private Key will be subject to the following requirements and any updates thereto (the “**P-Cert Security Requirements**”):
    - (1) Customer must take commercially reasonable steps to prevent the Protected Streaming Certificates Private Key from being compromised.
    - (2) All Authorized Employees will sign confidentiality agreements containing terms at least as restrictive as those in these P-Cert Security Requirements, either as a condition of their employment or before they are granted access to the Protected Streaming Certificates Private Key. Customer will ensure that all Authorized Employees are made aware of their obligation to

comply with the P-Cert Security Requirements. Customer will promptly provide Adobe with copies of such confidentiality agreements signed by the Authorized Employees, if requested as part of any security audit. Customer is fully responsible for the conduct of its employees (including Authorized Employees) who may in any way breach this Agreement. Customer will, upon request of Adobe, take all reasonable steps necessary to recover any Protected Streaming Certificates Private Key and will bear the cost of such steps. Customer will notify Adobe if there is any breach of the terms of this section 2 including breaches in its security. Customer must cause each Authorized Employee to strictly abide by their obligations under the P-Cert Security Requirements. Customer must use the same efforts to enforce the confidentiality obligations of each Authorized Employee after the termination of his/her employment as Customer uses to enforce its own confidential information, such efforts of enforcement not to be less than reasonable efforts.

- (3) Without limitation to any of the P-Cert Security Requirements, Customer agrees that it will treat the Protected Streaming Certificates Private Key with at least the same degree of care as it gives to the protection of its most sensitive confidential information, if any, and Customer represents that it exercises at least a high degree of care to protect its own such confidential information.
  - (4) Customer's obligations with respect to the Protected Streaming Certificates Private Key are in effect in for a period of 5 years from the expiration of all Protected Streaming Certificates associated with a Protected Streaming Certificates Private Key. Customer's obligations not to disclose Protected Streaming Certificates Private Key will not be subject to any of the exceptions stated in any applicable non-disclosure agreement or confidentiality terms between the parties, with the exception regarding disclosure required by law or the order of a court or similar judicial or administrative body.
- (C) **Use of Current Protected Streaming Certificates.** Each Protected Streaming Certificate may expire during the License Term. Upon expiration, Customer may be required to place an order for new Protected Streaming Certificates as needed.
- (D) **Revocation of Protected Streaming Certificates.** Adobe will have the right to take measures to revoke Protected Streaming Certificates issued to Customer in the event that Adobe obtains or becomes aware of evidence satisfactory, in Adobe's sole discretion, to establish that one or more of the following criteria are met:
- (1) such Protected Streaming Certificate or the Protected Streaming Certificates Public Key associated with it is being used without authorization by a party other than the Customer to which it was issued by Adobe;
  - (2) the Protected Streaming Certificates Private Key corresponding to a Protected Streaming Certificates Public Key for which Adobe has issued a Protected Streaming Certificate has been made public, lost, stolen, intercepted or otherwise misdirected, disclosed;
  - (3) revocation has been ordered by a court or similar judicial or administrative body of any government;
  - (4) this PDM or the Agreement has expired or been terminated by either party; or
  - (5) Customer has requested or consented in writing to such expiration.

If Adobe determines that any of the foregoing criteria have been met, Adobe will take reasonable steps to consult with Customer prior to initiating such revocation to determine if Customer can present evidence satisfactory to Adobe, in Adobe's sole discretion, that the relevant criteria have not been met and/or that revocation is not necessary to prevent any material compromise to the security

of Protected Streaming Content or of the Content Protection Functions of the Licensed Software, or the content protection capabilities of any other Adobe licensed software as applied to any digital content. Adobe will not initiate such revocation prior to 90 days following notice of such consultation unless Adobe determines, in its sole discretion, that immediate or earlier revocation is necessary to mitigate ongoing and material harm to the interests of distributors of digital content protected using Adobe licensed software. Adobe will re-issue a revoked certificate only upon its determination that Customer has resolved the breach and all issues leading to the revocation.

(E) **Delivery.** Customer must provide Adobe with the name of one employee to serve as the Protected Streaming Certificate administrator responsible for administering the names of those Authorized Employees of Customer who are permitted to request Protected Streaming Certificates from Adobe ("**Certificate Administrator**"). No Protected Streaming Certificates will be issued until a Certificate Administrator has been designated and Authorized Employees are identified. The Certificate Administrator is prohibited from requesting Protected Streaming Certificates. Customer acknowledges and agrees that Protected Streaming Certificates are time limited. The Certificate Administrator may be changed from time to time during the License Term with notice to Adobe, but no more than 3 times in a 12 month period.

4.8. **Outsourcing.** Notwithstanding the outsourcing provision in the General Terms, Customer may only sublicense use of the Adobe Primetime Player SDK and related Documentation to a third party contractor solely to build the Customer Player on Customer's behalf, provided that all the obligations stated in Section 4 of the General Terms applies.

4.9. **Update Requirements.** The Update Requirements in the Exhibit for On-premise Software is hereby deleted in its entirety and replaced with the following: **Update Requirements.** Adobe may, in its sole discretion, modify the On-premise Software and deliver Updates to Customer under the terms of this PDM. Customer must incorporate any Update in any existing Customer Player or any new Customer Player that Customer commercially releases for the first time no more than 120 days after Adobe's release of the Update. Customer must implement any Update for any component of the Adobe Primetime Streaming Server no more than 120 days after Adobe's release of such Update. The Update Requirements set forth herein only apply to the On-premise Software licensed under to this PDM.

4.10. **Compliance.** In addition to the information Customer is required to provide pursuant to the Compliance section of the On-premise Exhibit, Customer will also provide:

- (A) the number of Streams (as defined in the Sales Order);
- (B) the length of each Stream (in minutes);
- (C) whether the Customer Content is Linear Content, Live Content or VOD Content; and
- (D) logs detailing the delivery of Customer Content to the Customer Player, including but not limited to CDN logs, encoder, packager or origin logs and other information requested by Adobe.

## 5. Additional Terms for the On-demand Services.

**5.1. Additional Licenses and Restrictions for Adobe Primetime Player Monitoring.** Subject to Customer's compliance with the terms of this Agreement, Adobe grants Customer, during the License Term, a non-exclusive, non-transferable license to access and use the On-demand Service to monitor:

- (A) Customer Content and Customer Data to identify and troubleshoot Customer Content and network problems; and

(B) the quality of the end user Customer Content viewing experience.

**5.2. Requirement.** As a condition of the license set forth herein, Customer will only use the On-demand Services with a Customer Player.

6. **Effect of Termination.** In addition to the obligations set forth in the General Terms, the Exhibit for On-demand Services or the Exhibit for On-premise Software, upon expiration or termination of the License Term for this PDM, Customer will, at its expense, remove and delete all copies of the On-premise Software, Customer Players and Documentation.

*Third Party On-premise Software Notices. In order to accommodate public demand for On-premise Software that is interoperable with other products and platforms, Adobe, like other commercial On-premise 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 On-premise Software. Such required third party On-premise 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) or a readme file 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 Customer obtained the On-premise 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.*