



PRODUCT DESCRIPTIONS AND METRICS

ADOBE® – PDM FOR ADOBE PRIMETIME CLOUD DRM (2014v2)

1. General Terms.

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

2. Additional Definitions.

- 2.1 **“Account”** means a billing account for Customer’s multi-channel and on-demand video delivery service.
- 2.2 **“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.
- 2.3 **“Authorized Site(s)”** means those Developments Site(s) identified in a Sales Order that may use and store Highly Confidential Information, subject to the terms of this PDM and the General Terms.
- 2.4 **“Adobe Primetime Cloud DRM SDK** means
 - (A) the software development kit and documentation provided to Customer by Adobe under this Agreement that combines Object Code, Sample Source and Certificates for the sole purposes of creating Protected Content, Content Licenses and Content Policies in conjunction with the On-demand Service;
 - (B) any updates and fix releases thereto that Adobe may provide to Customer under this Agreement; and
 - (C) any other documentation or source or object code provided by Adobe under this Agreement that is intended to assist Customer in development of the Licensed Product.
- 2.5 **“Adobe Primetime Player SDK”** means Adobe’s proprietary SDK for creating desktop and mobile application video players, licensed under a separate written terms.
- 2.6 **“Certificates”** means electronic documents provided by Adobe under this Agreement 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.
- 2.7 **“Certificate Revocation List (or CRL)”** means electronic documents published by Adobe to identify Certificates that are no longer valid, having been revoked by Adobe.
- 2.8 **“Compliance and Robustness Rules”** means the document setting forth compliance and robustness rules for the use of the On Premise Software and Certificates located at <http://www.adobe.com/go/FlashAccessComplianceandRobustnessRules> or a successor web site thereto.
- 2.9 **“Consumer”** means an individual end user that receives Protected Content and obtains a Content License in order to obtain access to and view the Protected Content on a supported Customer Player.
- 2.10 **“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.
- 2.11 **“Content Encryption Key”** means a cryptographic value for use in encrypting Customer Content for secure distribution and for use by Customer Player to decrypt Protected Content for access and use in accordance with a Content License.

2.12 "**Content License(s)**" means metadata (stored on a computer and/or embedded in an electronic file delivered to an Customer Player) that:

- (A) contains an encrypted Content Encryption Key; and
- (B) contains or refers to usage rules for Protected Content designed to be enforced directly through the Adobe Primetime DRM technology incorporated into Customer Player.

2.13 "**Content Policy**" means metadata that contains usage rules for Protected Content.

2.14 "**Content Protection Functions**" means those aspects of the OnPremise Software that are designed to implement requirements of the Compliance and Robustness Rules and/or prevent unauthorized access to Private Keys, Content Encryption Keys and Certificates or unauthorized access to or use of Protected Content inconsistent with the access and usage rules contained in a Content License or Content Policy associated with such Protected Content.

2.15 "**Content Protection Update**" shall mean an update to the OnPremise Software that is designated as such by Adobe because it alters the prior means for providing the Content Protection Functions in the On-premise Software.

2.16 "**Customer Content**" means HDS and HLS audio, video or data Content that is:

- (A) made available or provided by Customer and/or other third parties or
- (B) is uploaded by or on behalf of Customer in connection with Customer's use of the OnDemand Services, in each case to be distributed on or through the Customer Player.

2.17 "**Customer Player**" means the video players that Customer created using the Adobe Primetime Player SDK under a valid license from Adobe.

2.18 "**Deliver or Delivery**" means to deliver or otherwise make available, directly or indirectly, by any means, Protected Content to one or more Consumers.

2.19 "**DRM Metadata**" means a data structure that contains the URL of a License Server and may contain the encrypted Content Encryption Key and/or a Content Policy.

2.20 "**Highly Confidential Information**" means Private Keys generated and controlled by the Customer for the purpose of creating Protected Content or issuing Content Licenses.

2.21 "**License Server**" means a server developed using the OnPremise Software that generates and issues Content Licenses.

2.22 "**On-demand Service**": means **the** Adobe hosted Content License Server portion of Primetime Cloud DRM.

2.23 "**On-premise Software**" means the Adobe Primetime Cloud DRM SDK, the related Documentation provided as part of the Adobe Primetime Cloud DRM.

2.24 "**Private Key**" means a cryptographic value generated by the Customer and uniquely associated with a Public Key.

2.25 "**Protected Content**" means Customer Content encrypted by a Content Encryption Key.

2.26 "**Public Key**" means a cryptographic value generated by the Customer and uniquely associated with a Private Key that is incorporated into a Certificate issued by Adobe when Customer follows the Certificate generation process described in the Documentation.

2.27 "**Sample Source**" means the human readable version of Adobe software code, which may be designated as "Confidential" upon delivery to Licensee, unmodified and as originally made available to Licensee by Adobe as part of the OnPremise Software deliverables.

3. Additional Licenses. The following licenses and restrictions will supplement the terms stated in the General Terms, and the Exhibit for On-premise Software or On-demand Services:

- 3.1 **Access to the On-demand Service.** Subject to the terms and conditions of the General Terms, Exhibit for On-demand Services and this PDM for Adobe Primetime Cloud DRM, Adobe shall on a non-exclusive basis during the License Term allow Customer to access and use the On-demand Service. Customer may use the On-demand Service only for the purpose of allowing Consumers to obtain Content Licenses for Protected Content.
 - 3.2 **On-premise Software.** Subject to the terms and conditions of the General Terms, Exhibit for On-premise Software and this PDM for Adobe Primetime Cloud DRM Adobe grants to Customer a non-exclusive, non-transferable, license to install and use the On-premise Software in accordance with the Documentation for the purpose of creating, protecting and distributing Protected Content via a Customer Player and creating Content Policies for Customer's own account.
 - 3.3 **Documentation.** Subject to the terms and conditions of the General Terms, Exhibit for On-premise Software and this PDM for Adobe Primetime Cloud DRM Adobe grants to Customer a non-exclusive, non-transferable, license to make copies of the Documentation in connection with its use of the On-premise Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Customer makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.
- 4. License Restrictions and Customer's Obligations.** Customer's right to use the licenses in section 3, above, is conditioned on and limited by the following restrictions, and subject to the following obligations:
- 4.1 **Compliance with Compliance and Robustness Rules; Audit Rights.** Customer must ensure that the Licensed Product complies with the Compliance and Robustness Rules at all times. If Adobe posts changes to the Compliance and Robustness Rules, Customer is required to comply with such changes as soon as commercially practicable, but in any event no later than six months after the date the changes were posted. Customer is responsible for checking the web site listed in section 2.10 of this PDM periodically so as to be aware of such changes. Adobe will send notice of the change to the designated Certificate Administrator (as last provided by Customer), and notice shall deemed received upon delivery of a properly addressed email. But, in no way will lack of receipt of such notification exempt Customer from the obligation to comply with the then-current rules within the required period. Adobe's right of audit under General Terms also extends to inspection of Customer's books, records, procedures and facilities necessary to verify Customer's compliance with the Compliance and Robustness Rules.
 - 4.3 **Prohibited Use.** Except as expressly authorized under this Agreement, Customer is prohibited from using the On-demand Service or On-premise Software to: (i) deploy applications or services other than those expressly allowed herein; (ii) create a License Server or to create or generate Content Licenses; (iii) using the On-premise Software to distribute Content in violation of applicable laws and regulations, including copyright laws; or (iv) using the On-premise Software to protect any other formats or media other than Content.
 - 4.4 **Content Protection Updates.** If Adobe delivers a Content Protection Update to Customer, Customer will apply such update to the OnPremise Software, and discontinue using copies of the On-premise Software that have not been updated, as soon as reasonably possible and shall provide notice to Adobe if this will take more than 90 calendar days.
 - 4.5 **Use of Current Certificate.** Each Certificate for commercial use shall expire two years from the date it is generated by Adobe. Each Certificate for evaluation use shall expire one year from the date it is generated by Adobe. Customer will be required to place an order for new Certificates as needed.

- 4.6 **No Circumvention.** No element of the On-demand Service or the On-premise Software may be used to circumvent or defeat the Content Protection Functions or other requirements of the On-demand Service or the On-premise Software, Documentation or related technical specifications, provided hereunder. Customer shall not (i) use Confidential Information or Highly Confidential Information to circumvent the Content Protection Functions of either the On-demand Service or the On-premise Software or any related Adobe software that is used to encrypt or decrypt digital content for authorized consumption by users of the On-premise Software, or (ii) develop or distribute products that are designed to circumvent the Content Protection Functions of the On-demand Service or the On-premise Software or the content protection functions of any related Adobe software that is used to encrypt or decrypt digital content for authorized consumption by users of the On-demand Service or the On-premise Software..
- 4.7 **No Transfer; Limited Distribution.** Except as may be explicitly provided in this Agreement, Customer must not:
- (1) sublicense, assign or transfer the OnPremise Software to any third party nor will Customer sublicense, assign or transfer Customer's rights in the OnPremise Software, or
 - (2) distribute or make available the Sample Source to any third party.
- 4.8 **Platforms.** Customer must deploy the OnPremise Software solely on systems that are supported by Adobe as stated in the Sales Order.
- 4.9 **Open Source Software.** Customer will not directly or indirectly grant, or purport to grant, to any third party any rights or immunities under Adobe's intellectual property or proprietary rights that will subject such intellectual property to an open source license or scheme in which there is or could be interpreted to be a requirement that as a condition of use, modification and/or distribution, the software be: (1) disclosed or distributed in source code form; (2) licensed for the purpose of making derivative works; or (3) redistributable at no charge. Any violation of the foregoing provision shall immediately terminate all of Customer's licenses and other rights to the On-premise Software granted under this PDM.
- 4.10 **Confidential Treatment of Content Encryption Keys.** Customer must treat Content Encryption Keys as Confidential Information subject to the terms for confidentiality contained in sections 1.5 and 5 of the General Terms, except that the marking requirements of section 1.2(G) of the General Terms do not apply and Customer will have no further responsibility for Content Encryption Keys that have been distributed to End Users in Content Licenses.
5. **Additional Terms for the Handling of Highly Confidential Information. Private Keys are subject to requirements applicable to Highly Confidential Information contained in the Compliance and Robustness Rules and any updates thereto (the "Security Requirements"), together with the following provisions.**
- 5.1 "Authorized Employees" means only the individuals authorized to place or approve orders for Certificates through the online registration process for Certificate ordering 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 Highly Confidential Information in order to perform Customer's obligations or exercise Customer's rights under this Agreement ("Authorized Employees").
- 5.2 All Authorized Employees must sign confidentiality agreements containing terms at least as restrictive as those in this Section 5 and the Security Requirements, either as a condition of their employment or before they are granted access to the Highly Confidential Information. Customer shall ensure that all Authorized

Employees are made aware of their obligation to comply with the Security Requirements. Customer shall promptly provide Adobe with copies of such confidentiality agreements signed by the Authorized Employees, if requested as part of any security audit permitted under section 4.1.1, above. 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 Highly Confidential Information and will bear the cost of such steps. Customer agrees to notify Adobe in the event of any breach of the terms of this section 5.2, including breaches in its security. Customer must cause each Authorized Employee to strictly abide by their obligations under this section 5 and the 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.

5.3 Without limitation to any requirement of this section 5.3 and the Security Requirements, Customer agrees that it will treat the Highly Confidential Information 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.

5.4 Customer's obligations with respect to the Highly Confidential Information are in effect in perpetuity. Customer's obligations not to disclose Highly Confidential Information shall not be subject to any of the exceptions set forth in section 5 of the General Terms, with the exception of Section 5.2 regarding disclosure required by law or the order of a court or similar judicial or administrative body.

6. Certificates. Customer must provide Adobe with the name of one employee to serve as the "Certificate Administrator" responsible for administering the names of those Authorized Employees of Customer who are permitted to request Certificates from Adobe on behalf of the Customer. No Certificates will be delivered until a Certificate Administrator has been designated and Authorized Employees have been identified. The Certificate Administrator is prohibited from requesting Certificates. Customer may update the name of the Contract Administrator from time to time during the Term, but no more than three times in a twelve-month period, unless expressly approved by Adobe.

7. Remedies and Revocation

7.1 **Revocation of Certificates.** Adobe will have the right to take measures to revoke Certificates issued to Customer if 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:

- (A) such Certificate or the Public Key associated with it is being used without authorization by a party other than the Customer to which it was issued by Adobe;
- (B) the Private Key corresponding to a Public Key for which Adobe has issued a Certificate has been made public, lost, stolen, intercepted or otherwise misdirected, disclosed;
- (C) revocation has been ordered by a court or similar judicial or administrative body of any government;
- (D) the Agreement has expired or been terminated by either party; or
- (E) Customer has requested or consented in writing to such expiration.

7.2 **Revocation Process.** If Adobe determines that any of the prior 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 Content or of the Content Protection Functions of the On-premise 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 30 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.

- 7.3 **Injunctive Relief.** In addition to section 11.4 of the General Terms, Customer agrees that certain breaches of this PDM, including but not limited to breaches of sections 3, 4 and 5, of this PDM and breaches of the Compliance and Robustness Rules, may compromise the Content Protection Functions of the On-premise Software and cause unique and lasting harm to the interests of Adobe and owners of Content that rely on such Content Protection Functions, and that monetary damages will be inadequate to compensate fully for such harm. Therefore, Customer further agrees that Adobe will be entitled to obtain timely injunctive relief to prevent or limit the harm caused by such breaches, in addition to monetary damages or other remedies available at law.