



Adobe Social: On-demand (2015v1)

The Products and Services described in this PDM are On-demand Services governed by the terms of the General Terms, the Exhibit for On-demand and Managed Services, this PDM and the applicable Sales Order.

1. Product Specific Licensing Terms

- 1.1 **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 ("**Social Media Platform Data**") and Customer Data gathered on Customer's behalf via the Adobe Social platform, which includes Web Applications. For purposes of this PDM and the Exhibit for On-demand Services, Social Media Platform Data shall 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. 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).
- 1.2 **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.

2. Adobe Social – Product Specifications

- 2.1 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 five-hundred thousand (500,000) unique values or data elements.
 - (B) **Data Correlations.** This allows Customer to view relationships between two (2) 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.
 - (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 five (5) Conversion Variables with Sub-Relations.
- 2.2 **License Metric.** Adobe Social is licensed per Social Profile. Each Social Profile includes access for up to two (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.

- 2.3 **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 twenty-five (25) fans and cannot exhibit sustained activity or fan growth other than for purposes of testing.

3. Glossary

- 3.1 **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.
- 3.2 **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 two (2) individual Social Users. Additional Social Users are available to supplement the number of Social Users included with the purchase of 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.
- 3.3 **Test Account:** means a social media account that is used as a staging environment to test social applications before pushing them live.
- 3.4 **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.