ADOBE® – PDM FOR DIGITAL PUBLISHING SUITE (2013V2)

1. **General Terms**.

Capitalized terms not defined in this PDM shall have the same meaning as the terms are defined in the Adobe Master Enterprise Terms ("General Terms") and the OnDemand Exhibit. This PDM is incorporated into and governed by the General Terms.

2. **Definitions.**

2.1   "**Access**" means Customer's access to Adobe Software and DPS Services via the Internet made available as part of the Digital Publishing Portal or to Customer Content hosted by Adobe as part of the DPS Services.

2.2   "**Adobe Content Viewer**" means an Adobe-branded digital content viewer application (including its successor product) in object code format that displays folio file content, including but not limited to any related Documentation, updates, upgrades, plug-ins, and derivative works not otherwise licensed separately.

2.3   "**App Builder**" means the DPS App Builder Software and Service (including its successor product) that provide Customer with an interface to a device-specific application building process. Customer provides branding and application configuration settings. App Builder delivers specific executable images to Customer, ready for submission to a device-specific application store.

2.4   "**Customer Content**" means, in addition to the description stated in the OnDemand Exhibit (a) Customer's publications or materials generated using the Software and DPS Service intended for use with the Customer Viewer, Adobe Content Viewer, Web Viewer, or the related Services, including without limitation the files in Adobe's proprietary file format for DPS (".folio) and (b) content that Customer's End Users distribute, share, or upload to the DPS Services.

2.5   "**Customer Viewer**" means (a) Customer's commercially branded and deployed version(s) of the Adobe Content Viewer or (b) a single issue application developed by a Customer using App Builder.

2.6   "**Customer's End User**" means any end user who accesses and uses Customer Content or Customer Viewer.

2.7   "**Digital Publishing Portal**" means singular launch point for Customers to Access the Software and DPS Services.

2.8   "**Distribution Service**" means the DPS Service that provides hosting and delivery for the Fulfillment of Customer's .folio files to Adobe Content Viewer, Customer Viewer, or Web Viewer on various devices. The amount of Fulfillments is limited by the volume quantity identified in an applicable Sales Order.

2.9   "**DPS**" means Adobe's Digital Publishing Suite.

2.10   "**DPS Service**" or "**DPS Services**" means the DPS OnDemand Services made available to Customer as further described in Section 4. DPS Services include the Gold support program.

2.11   "**Folio Producer Service**" means the DPS Service that provides functionality to Customer's production Users to assemble content, rearrange article order, copy articles between folios, lock folios, edit metadata, publish folios to the Distribution Service, and modify state of published folios.

2.12   "**Fulfillment**" means each completed fulfillment or distribution of Customer's digital publications

(such as .folio files) or designated section of such publication to Adobe Content Viewer, Customer Viewer or Web Viewer across supported platforms and devices. If Customer enables the functionality to distribute certain sections within the publication, as designated by Customer, then the publication is deemed to have been completely fulfilled (e.g., a Fulfillment has occurred) when such designated section is fulfilled or distributed to Adobe Content Viewer, Customer Viewer, or Web Viewer. However, the fulfillment or distribution of other sections within such publication is not considered as an additional Fulfillment.

2.13 "**Fulfillment Bundle**" means the available bundle of Fulfillment stated in Adobe's then-current fee schedule.2.14 "Proprietary Rights" means any patent, copyright, trademark, service mark, mask work, moral rights, trade secret, or other intellectual property or proprietary right.

2.14 "**Reports**" means, in addition to the content described in the OnDemand Exhibit, data provided by the Customer Viewer or Adobe Content Viewer, as so long as such functionality is enabled.

2.15 "**Software**" means the Distributed Code such as software development kit and application programming interfaces (except where specifically excluded), Documentation, updates, upgrades, content files, libraries, patches, drivers, fonts, and derivative works which is made available to Customer for licensing (including but not limited to Software provided to Customer on the Digital Publishing Portal or via FTP download).

2.16 "**Territory**" means territory or region where Customer obtains, uses, or accesses the Software and DPS Services from Adobe or as otherwise stated in the applicable Sales Order. Unless otherwise stated in a separate addendum, the People's Republic of China is expressly excluded from "Territory."

2.17 "**User**" means only employees of Customer who are authorized and designated by Customer to Access the Digital Publishing Portal using a Customer Log-in ID and unique password, or authorized by Adobe to use the Software, as applicable.

2.18 "**Web Viewer**" means an internet browser-based version of the Adobe Content Viewer or Customer Viewer.

3. **Licenses.**

3.1 **Software License**.

(a) **License**. Subject to Customer's compliance with the General Terms, Adobe grants Customer a non-exclusive, non-transferable, limited license during the License Term to Access and use the Software within the Territory solely for the purposes of (i) developing and testing the Customer Viewer and (ii) developing the Customer Content. Unless explicitly authorized by Adobe, Customer is not authorized to distribute Software to any third party. If Customer Content includes files in the .folio format, then Customer may only distribute and Adobe is only obligated to fulfill such content through Adobe Content Viewer, Customer Viewer, Web Viewer, or an Adobe authorized viewer. Customer may not distribute the files in .folio format to a third party for the purpose of creating a viewer to such file, distributing such file through the third-party viewer, or otherwise circumvent any digital rights management related to such file or the Software.

(b) **Font Software**. If Customer has licensed, directly from Adobe, any Adobe font that is identified as "available for licensed DPS users" on Adobe's website at http:www.adobe.com/type/browser/legal/additional_licenses.html, then Customer may embed copies of the font software into Customer Content solely for the purpose of distributing such embedded font in Adobe's proprietary file format for DPS (".folio file") that is made available to end users for viewing purposes only as part of the Customer Viewer. No other embedding rights are implied or permitted under this license.

3.2   **Customer Viewer**.

    (a) **Distribution License**. During the Term, and subject to Customer's compliance with the General Terms, Customer may distribute Customer Viewer (i) to Customer's End Users for them to install and use Customer Viewer, including pre-production or beta versions for Customer's End Users' internal use; and (ii) distribute and sublicense the Customer Viewer through multiple tiers of distribution in accordance with and pursuant to the General Terms for purposes of (A) installing the Customer Viewer on or in Customer's distributor(s) products or (B) distributing the Customer Viewer to Customer's End Users. Customer shall remain liable for any obligations or liabilities to Adobe arising or resulting from the acts or omissions in breach of these terms and conditions by Customer's distributors.

    (b) **Customer EULA**. Customer will take all steps necessary to protect Adobe's Proprietary Rights in the Customer Viewer and ensure that such Customer Viewer is distributed to or made available to Customer's End Users under an enforceable end user license agreement in favor of Customer and its suppliers containing terms no less protective of the Software than the General Terms, including without limitation: (i) a prohibition against distribution and copying, (ii) a prohibition against modifications and derivative works, (iii) a prohibition against decompiling, reverse engineering, disassembling, and otherwise reducing the software to a human-perceivable form, (iv) a provision indicating by Customer and its suppliers ownership of the Software, (v) a disclaimer of indirect, special, incidental, punitive, and consequential damages, (vi) other industry standard disclaimers and limitations, including, as applicable: a disclaimer of all applicable statutory warranties, to the full extent allowed by law, a limitation of liability not to exceed the price of the Customer Viewer, and/or a provision that the end user's sole remedy shall be a right of return and refund, if any, from Customer, and (vii) and terms of conditions notifying the end user of any restrictions including but not limited to the reporting of abuse, copyright infringement, and any other violations related to Customer's Content.

    (c) **Upgrades**. Customer shall use reasonable efforts to update the Customer Viewer with any updates or upgrades to the Software provided to Customer by Adobe within a reasonable period of time after Customer first receives the applicable update or upgrade.

3.3   **Documentation**. Customer may make copies of the Documentation for its own internal use in connection with Customer's Access to the Software in accordance with this PDM but no more than the amount reasonably necessary.

3.4   **Agency License**. If permitted and indicated in Sales Order, then Adobe grants to Customer a non-exclusive right to Access and use the Software and DPS Services on behalf of Customer's clients as stated in the Sales Order pursuant to the General Terms, provided that (a) Customer enters into a written service agreement with its client that (i) grants Customer and its distribution partners (such as Adobe) sufficient rights to reproduce and distribute any digital content created under this license and (ii) makes Adobe (as a distribution partner) a third-party beneficiary to such agreement, including a beneficiary of any non-infringement warranties and indemnification provisions; and (b) Adobe may terminate, restrict, or suspend the Fulfillment of any Customer Content or Customer Viewer in accordance with the Master Term, such as for failure to pay fees. Any such viewer and content of Customer's clients are deemed a Customer Viewer and Customer Content, respectively. Contract Customer agrees that (x) the use contemplated in this section is only for the direct benefit of Customer's clients; (y) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (z) Contract Customer shall remain fully liable for any and all acts or omissions by Contract Customer's clients related to the General Terms. In no event may Customer use the license granted in this Section to act as a reseller of the Software or DPS Services.

4. **DPS Services.**

    4.1   **License to DPS Services**. Subject to compliance with the General and payment of any associated Fees, Adobe grants to Customer, during the Term, the nontransferable, nonexclusive, Territory-wide limited right:

        (a) For all other Customers and Users: (i) to Access the DPS Services through the online interface(s) for DPS, including but not limited to the Digital Publishing Portal and (ii) to use and distribute the Reports either internally or externally.

        (b) All such rights in this Section 4.1 are limited to the sole purpose of developing the Customer Content and publishing and distributing the Customer Content with a Customer Viewer or Adobe Content Viewer.

    4.2   Unless otherwise set forth in an applicable Sales Order, any unused Fulfillments shall expire one (1) year from the DPS Services Commencement Date identified in the applicable Sales Order, and shall not carry over or be valid for any other purpose past the end of such year.

    4.3   **Device-Specific Programs**. Customer is responsible for enrolling in any device-specific developer programs at as well as any fees or expenses related to such developer systems. Customer is also responsible for completing any application submission process, including but not limited to the payment of associated fees, required for Customer's applications, such as the Customer Viewer, to appear on the specific device app "store" or marketplace.

    4.4   **Customer Content**. Customer is solely responsible for (a) ensuring that Customer Content complies with the laws of all jurisdictions where Customer hosts and distributes the Customer Content and where the Customer Content is being delivered; and (b) promptly removing such content if Customer is notified or otherwise has reason to believe that such content violates relevant laws. Adobe will not remove Customer Content that Adobe hosts on Customer's behalf until (x) Adobe is put on actual notice that such content violates the law; (y) Adobe provides Customer a reasonable opportunity to remove the content; <u>and</u> (z) Customer fails to do so. Upon Customer's failure to cure within a reasonable time upon notice, Adobe has the sole discretion to determine whether to remove the Customer Content stated in the notice or suspend or terminate Customer's license to Access and use the DPS Services. Notwithstanding the foregoing, Adobe may remove any Customer Content without notice and without any liability to Customer if Adobe reasonably believes that the Customer Content violates any applicable laws.

    4.5   **Web Viewer; Social Sharing Features; and Redirect Feature**. Adobe may make available a Web Viewer for the distribution of certain Customer Content. Except as otherwise permitted, Customer may not embed the Web Viewer in an iFrame (or equivalent) without using the library associated with the Web Viewer. Customer may not reverse engineer or modify any library associated with the Web Viewer. If Customer elects to use certain features within the Web Viewer, Adobe Content Viewer, or Customer Viewer to allow Customer End User's to share Customer Content, including without limitation, via social media, email, or web address ("Social Sharing Features"), then Fulfillments to the Web Viewer will be calculated against Customer's Fulfillment Bundle (as defined in applicable Service Order) as follows: Based on the number of articles in a folio, Adobe will determine the number of articles per folio in fulfillment for each Customer account for the Web Viewer("Allotted Number"). Whenever Adobe delivers Allotted Number of articles from the folio into the Web Viewer, Adobe will deduct one (1) Fulfillment against Customer's Fulfillment Bundle. For demonstration purpose, Number of Fulfillment = Quotient of [(total unique delivered article per device per folio) / (Allotted Number per folio)].

    4.6   **Article Preview**. If Customer elects to use certain features within the Adobe Content Viewer or Customer Viewer to allow Customer's End Users to preview certain designated Customer Content ("Preview Features"), then Fulfillments related to the Preview Features will be calculated against

Customer's Fulfillment Bundle as follows: Based on the number of articles in a folio that are not indicated as free content, Adobe will determine the number of such articles per folio in fulfillment for each Customer account for each Customer Viewer or Adobe Content Viewer ("Allotted Number"). Whenever Adobe delivers Allotted Number of articles from the folio into each Customer Viewer or Adobe Content Viewer, Adobe will deduct one (1) Fulfillment against Customer's Fulfillment Bundle. For demonstration purpose, Number of Fulfillment = Quotient of [(total unique delivered article per device per folio) / (Allotted Number per folio)].

5. **Use Obligations and Restrictions.**

   5.1 **Notice and Takedown**. Customer agrees that it shall only make content available that originates with and/or is licensed by Customer for distribution by Customer. It is Customer's sole responsibility to manage any reports of violations reported to Customer (including without limitation privacy notice violations, takedown requests under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2)).

   5.2 **Use Restrictions**. Customer may not (a) introduce a virus, worm, Trojan horse, or other harmful software code or similar files that may damage the operation of a third party's computer or property or information; (b) use the DPS Services in any manner that could damage, disable, overburden, or impair any Adobe server, or the network(s) connected to any Adobe server or interfere with any other party's use and enjoyment of the DPS Services; (c) attempt to gain unauthorized access to DPS Services, materials, other accounts, computer systems or networks connected to any Adobe server or to the DPS Services, through hacking, password mining, or any other means; (d) engage in any systematic extraction of data or data fields, including without limitation email addresses; (e) disclose, harvest, or otherwise collect information, including email addresses, or other private information about any third party without that party's express consent; (f) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or (g) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless Customer owns or controls the rights thereto or has received all necessary consent to do the same.

   5.3 **Log-in Information**. To Access to and use the DPS Services, Customer may be required to create and/or use its Customer Log-in ID. Customer is responsible for all activity occurring under its Customer Log-in ID. Customer must keep its Customer Log-in ID confidential and not share it with third parties (including without limitation its clients). Adobe has no obligation or responsibility with regard to the Customer's use, distribution, disclosure, or management of Customer Log-in ID. Notwithstanding the foregoing, Adobe may require Customer to change Customer's Log-in ID if it is inconsistent with the General Terms. Unless Adobe expressly allows Customer the right to create and manage Adobe IDs through a user account administration panel, Customer may not use another person's account information.

6. **Payment.**

   6.1 **Fulfillment Renewal**. Customer may track Customer's available Fulfillments through the Digital Publishing Suite portal or dashboard. If at any time Customer's Fulfillment number is zero (i.e., there is no available Fulfillment; such event is referred to as "Fulfillment Renewal"), then Adobe may advance additional Fulfillments or Fulfillment Bundles pursuant to the then-current fee schedule during a Grace Period determined at Adobe's sole discretion (typically the "Grace Period" would be 30 days). Such advancement of Fulfillments shall be effective as of the date that Fulfillment Renewal occurs and not the date of advancement or purchase. Customer shall purchase additional Fulfillment

Bundles pursuant to the then-current fee schedule prior to the end of the Grace Period so that the total available Fulfillments is more than zero. These additional Fulfillment Bundles shall expire on the first (1st) anniversary of the date of Fulfillment Renewal. Any advancement during the Grace Period will be deducted from these additional Fulfillment Bundles. Customer shall be solely responsible and liable for any outstanding payments and fees related to Fulfillment Renewal, including without limitation fees for advancing Fulfillments or Fulfillment Bundles to Customer during the Grace Period. Upon Customer's failure to make payment as stated in the Master Terms, Adobe may (a) suspend publication of folios; (b) restrict Fulfillments; (c) suspend Fulfillments; and/or (d) terminate Customer's account.

6.2 **Third Party Fees and Expenses**. Customer's ability to access the Services may require payment of third-party fees (such as telephone toll charges, mobile carrier fees, ISP, data plan, etc.). Customer is responsible for payment of any and all fees or expenses related to the procurement of SSL certificates or similar credentials required for Customer's submission of the Customer Viewer (i.e. such as Customer's submission of its Content Viewer to third party app stores and marketplaces) in connection with its use of the DPS Services.

7. **Privacy.**

7.1 **Notice**. Customer acknowledges and agrees that Adobe may be processing the Customer Data and serving the Customer Content (as applicable) on behalf of Customer and that, if required by applicable data protection legislation or government guidelines, Customer will inform third parties of the processing and serving of such data and content and ensure that such third parties have given any required consents.

7.2 **Privacy Policy**. Customer will include a privacy policy in its Customer Viewer as stated in Section 5 of the OnDemand Exhibit.

7.3 Customer is responsible for ensuring and certifying that Customer's privacy statement accurately reflects and is consistent with Customer's data collection practices (including use of third-party services) and its general privacy policy as made available to Customer's End Users. Adobe shall not be liable for any inconsistencies or inaccuracies within any such privacy statements.

8. **Term and Termination.**

8.1 License Term for the DPS Service stated in a Sales Order will commence on the date Adobe provides Customer the log-in information to access DPS Servces and will continue until the expiration, or earlier termination, of the Sales Order.

8.2 **Termination or Suspension**. In addition to the termination provision stated in the General Terms and the OnDemand Exhibit, if either Party breaches Section 7 (Privacy) of this PDM, then the non-breaching Party may terminate the Sales Orders immediately upon written notice to the breaching Party.

8.3 **Effect of Termination; Survival**. In addition to the obligations stated in Section 4 of the OnDemand Exhibit, upon expiration of the Sales Order for either Party's convenience, and for a period of thirty (30) days thereafter, Adobe will make available the Customer Data and Customer Content in the form and format then available within the reporting interface(s) for the DPS Services.

9. **Customer Warranties.**

9.1 Customer warrants and represents to Adobe that Customer has sufficient rights to the Customer

Content and Customer Data, and in anything Customer posts to the Service (whether on Adobe or Adobe-licensed servers); including but not limited to any necessary authorization, release, or clearance related to any rights of ownership, privacy, publicity, or intellectual property; and Customer will not provide Adobe with any Customer Content and Customer Data, or any other materials that: (i) infringe any third party's Proprietary Rights; (ii) violate any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and email/spam and laws governing content and data privacy; (iii) are defamatory or trade libelous; or (iv) are obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; or otherwise violate the General Terms.

10. **Customer's Duty to Indemnify.**

10.1   Customer agrees to defend any Claim against Adobe (a) that Customer's actions in connection with the Software and DPS Services violate Customer's privacy policy or any third party's rights of privacy, or violate any privacy laws; and/or (b) arising from or relating to the Customer Data and Customer Content. Customer will, in each case, indemnify Adobe (and its directors, employees and agents) for all judgments awarded against Adobe or agreed to in a written settlement agreement signed by Customer arising out of such Claim.