



Adobe PDM - Adobe Media Optimizer: Audience Targeted Creative (2013v3)

Products and Services described in this PDM are OnDemand Services and are governed by the terms of this PDM, the Sales Order, the General Terms, and the exhibit for OnDemand Services.

Adobe Media Optimizer: Audience Targeted Creative allows Customer to define audience segments based on a variety of data sources. For each segment, Customer can create and align dynamic display ad templates in order to deliver targeted ad units to the specific audience segments. The display ads are served to the audience targets as they browse the web on third party web sites. The OnDemand Services facilitate A/B/n split and multivariate tests to determine the most effective ad creative.

Additional Terms

- 1. License.** Section 2.1(A)(a) (License Grant from Adobe) of the exhibit for OnDemand Services will also include Strategic Partner Sites. All references to “Customer Data” in section 2.3 (License Grant from Customer to Adobe) of the exhibit for OnDemand Services also include “Strategic Partner Data” and “Third-Party Data” if Customer has obtained the right from the Strategic Partner or Third-Party Provider to grant Adobe such rights.
- 2. Product Limitations and User Restrictions.** Adobe Media Optimizer: Audience Targeted Creative may not be used in conjunction with Adobe Media Optimizer Standard.
- 3. Additional License Restrictions.** A subpart “(H)” is added to the restrictions in section 2.2 (License Restrictions) of the exhibit for OnDemand Services, as follows: “...(H) the Ad targeting functionality of the OnDemand Service may only be used in connection with a particular Ad containing the Distributed Code and Customer is only entitled to use the site-side content-serving capabilities of the OnDemand Service in connection with Ad targeting.” In connection with using the Ad targeting capabilities of the OnDemand Service, Customer is only entitled to use the content serving capabilities for the purpose of matching the experience on the Customer Site (the “site side experience”) with incoming visitors from the targeted Ad Campaign.
- 4. Counting Impressions.** If Customer also has separately licensed Adobe® Test & Target, Adobe® Test & Target 1:1, Adobe Target, or any bundle of Adobe products containing Test & Target functionality, the Impressions associated with site-side requests for the OnDemand Service will be counted and billed separately from calculation of the requests or server calls made in connection with Customer’s usage of the Test & Target functionality. In connection with Customer’s use of the OnDemand Service, an Impression that functions as an Ad call will be counted as requested even if the related Ad is not displayed on the Ad Site as a result of blocking by any form or method used by any security software or by any other mechanism designed to prevent unwanted material from being displayed on such Ad Site or to the visitor of the Ad Site.
- 5. Transferring Transmitted Data.** Upon request by Customer, Adobe will transmit specified Transmitted Data to a Targeting Platform on behalf of Customer. Customer is responsible for ensuring that any use or combination of the Transmitted Data (by Customer, the Targeting Platform, or other third parties) complies with Customer’s obligations under this Agreement and all applicable laws, guidelines, regulations, codes, rules, and established industry best practices for data usage and privacy (such as the DAA Self-Regulatory Principles when applicable).
- 6. Use of a Targeting Platform.** Adobe’s transfer of Transmitted Data to a Targeting Platform does not constitute a grant to Targeting Platform or other third parties the right to access Adobe’s online reporting interface or tools or to receive reports generated by Customer within Adobe’s online reporting interface or tools. In addition, if the Transmitted Data is modified or combined with other data and subsequently transferred back to Adobe for use in connection with Adobe’s products and services, Customer expressly authorizes such transfer, and such data is considered Third-Party Data. Adobe does not control, or have responsibility for, either the usage of the Transmitted Data by Customer through the Targeting Platform or for Customer’s combination of the Transmitted Data with any other data through the Targeting Platform’s technology or services.
- 7. Additional Privacy Terms.** The following sections are added to section 5 (Privacy) of the exhibit for OnDemand

Services:

- 7.1 **5.4 Ad Targeting.** If Customer is either located in the U.S. or uses the OnDemand Services on Customer Sites directed towards visitors located in the U.S., Customer must abide by the DAA Self-Regulatory Principles in connection with its use of the OnDemand Services.
- 7.2 **5.5 Strategic Partners and Network Partners.** Customer is responsible for Strategic Partners' and Network Partners' compliance with applicable laws, guidelines, regulations, codes, and rules (including the DAA Self-Regulatory Principles where applicable). Customer is also responsible for ensuring that Strategic Partner and Network Partner provide a privacy policy on its site that:
 - (A) identifies the collection and use of information gathered in connection with OnDemand Services; and
 - (B) offers individuals an opportunity to opt out (or opt in if applicable law requires) to the collection or use of information gathered in connection with the OnDemand Services.
- 7.3 **5.6 Personal Data.** Customer must ensure that Customer, Customer's Strategic Partners, Customer's Network Partners, and Customer's Third-Party Data Providers do not transmit, provide, or otherwise make available to Adobe any Personal Data and do not derive Personal Data by, for example, any linking of, or cross-comparison of, the Transmitted Data with other data that the Targeting Platform may possess or acquire from third party sources.
8. **Additional Claims.** Customer's defense and indemnification obligations set forth in section 6 (Claims) of the exhibit for OnDemand Services will also apply to Claims that arise from either:
 - 8.1 a Strategic Partner's actions, a Third-Party Data Provider's actions, or Customer's actions in connection with using a Targeting Platform; or
 - 8.2 the use, display, exchange, or transfer of Transmitted Data between and among Strategic Partners, Third-Party Data Providers, Network Partners, or Targeting Platforms and Adobe.
9. **Effect of Termination.** Customer's obligations in section 4.1(B)(2) (Effect of Termination) of the exhibit for OnDemand Services also apply to Strategic Partner Sites, Ads, and Ad Sites.
10. **Support.** Any valid OnDemand User or network operations personnel of Customer will have access to product technical support for the OnDemand Services by contacting Customer's account manager via email address or phone during normal business hours, which are 9am – 6pm Customer's local time.

11. Additional Terms.

- 11.1 **"Ad"** means any advertisement delivered by Customer, including without limitation advertisements with dynamic (i.e., changing) Advertising Materials.
- 11.2 **"Ad Campaigns"** means a display advertising program defined by the advertiser (i.e., Customer) or its designated agency, for which Impressions are purchased and delivered, in order to notify consumers of the advertiser's offer(s). The campaign will have a specific start and end date and a defined budget.
- 11.3 **"Ad Site(s)"** means third-party website(s) for which Customer has provided explicit authorization for Network Partners to display Ads on behalf of Customer.
- 11.4 **"Advertising Materials"** means artwork, copy, active URLs or other content for advertisements, including all such content inserted into advertisements.
- 11.5 **"Customer Content"** has the meaning set forth in the exhibit for OnDemand Services, but also includes Advertising Materials.
- 11.6 **"Customer Data"** has the meaning stated in the exhibit for OnDemand Services, but also includes the following subsection (C):
 - (A) "(C) Ad Site visitor data gathered in connection with the delivery of Ads within the Ad Site(s)."
- 11.7 **"Distributed Code"** has the meaning stated in this section 17 and applies in place of the definition of "Distributed Code" in the exhibit for OnDemand Services. "Distributed Code" means HTML tags, JavaScript code, object code, Visitor Identifying Code, or other code provided by Adobe to Customer, subject to the terms of this Agreement, to enable Customer to:
 - (A) use the OnDemand Services; and

- (B) tag the Customer Site(s) or Ad Site(s) for use solely in connection with the OnDemand Services.
- 11.8 **“Flashbox Request”** means each call made to Adobe's servers in connection with Customer's use of the OnDemand Services on the Ad Sites in connection with a specific Ad Campaign.
- 11.9 **“Impressions”** means the metric or count of an Ad delivered to Ad Site via a Flashbox Request tied to Distributed Code deployed for a particular Ad Campaign.
- 11.10 **“Network Partners”** means ad network/publisher and/or ad serving partners of Customer and with whom Customer has contracted (either directly or through its ad agency) for provision of Customer's Ad content and/or placement on the Ad Sites.
- 11.11 **“DAA”** means Digital Advertising Alliance.
- 11.12 **“Reports”** has the meaning stated in the exhibit for OnDemand Services, but it includes Transmitted Data as well as Customer Data.
- 11.13 **“Strategic Partner”** means any third party entity that has entered into an agreement with Customer that:
- (A) authorizes the collection of data from such third party and the transfer of such data to Adobe and a Targeting Platform;
 - (B) authorizes Customer to access, use, display, and combine such data from the third party with Customer Data and Third-Party Data in conjunction with the OnDemand Services; and
 - (C) incorporates Adobe's required terms and conditions applicable to Strategic Partners, as set forth in this PDM.
- 11.14 **“Strategic Partner Data”** means data collected from Strategic Partner Site(s) via the Distributed Code.
- 11.15 **“Strategic Partner Site(s)”** means current and future website(s) and applications that are owned by Strategic Partner, contain Strategic Partner's brand or logo, and for which Strategic Partner creates, maintains, controls, and is responsible for the relevant privacy policy or related disclosures displayed or linked from such websites and applications.
- 11.16 **“Targeting Platform”** means any entity (e.g., demand-side platform, ad server, or content management platform) that has either entered into:
- (A) an agreement with Customer authorizing such entity to access and use Transmitted Data; or
 - (B) a data access agreement with Adobe to access and use Transmitted Data. Adobe may be considered a Targeting Platform if Customer licenses certain Adobe Technology (e.g., Adobe Media Optimizer Premium) that functions as a demand-side platform, ad server, or content management platform.
- 11.17 **“Third-Party Data”** means data provided by a Third-Party Data Provider.
- 11.18 **“Third-Party Data Provider”** means any third party entity that has entered into:
- (A) a data provider agreement with Adobe authorizing Adobe to access, use, display, and transmit such third party's data on behalf of Adobe's customers; or
 - (B) an agreement with Customer authorizing Customer to access, use, display, and transmit such third party's data in conjunction with the OnDemand Services.
- 11.19 **“Transmitted Data”** means, collectively, Customer Data, Strategic Partner Data, and Third-Party Data.
- 11.20 **“Visitor Identifying Code”** means pixels provided by Adobe or third party service providers of Adobe that set, read, and modify cookies to the browsers and machines of visitors to the Customer Site(s) and Ad Site(s), as applicable, in order to enable Adobe or such third party service providers to identify Ad Site visitors, and is required for Customer's use of the OnDemand Services for Ad targeting.