



**Adobe**

## ADOBE® PRODUCT DESCRIPTION AND METRICS (PDM) – MEDIA AND ADVERTISING (2012v1)

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the corresponding Adobe General Terms. “User” means only employees of Customer who are authorized and designated by Customer to access the Media & Advertising products using a unique password and login ID, as provided exclusively by Adobe. Unless otherwise specifically limited in the Sales Order, User Passwords and Log-in ID’s for the OnDemand Services shall be provided to Customer in an amount mutually agreed upon by Customer and Adobe. Customer acknowledges that each of its Users that access the OnDemand Services will be bound by the terms and conditions of use required of each such User upon log-in to the OnDemand Services. The term “CPMM” means the cost per million. The term “CPM” means the cost per thousand. Customer shall be responsible for maintaining sufficient internet and telecommunication requirements in order to access and use the OnDemand Services.

### ***Digital Marketing Suite - Search Marketing Management***

***Adobe SearchCenter +*** provides the Customer with a solution for managing its advertising spend and optimizing that spend based on visitor behavior. Adobe SearchCenter + ties online advertising performance with site behavior and allows deep insights into why an online advertising campaign is, or is not, successful and what actions can be taken to increase return on advertising spend. Fees for Adobe SearchCenter + are set forth in the applicable Sales Order. “Included Annual Ad Spend” means the volume of revenue that Customer may spend on an annual basis for management of its advertising spend within Adobe SearchCenter + without incurring additional Fees. As shown on the Sales Order, “% of Ad Spend” means the stated percentage of the Included Annual Ad Spend used to calculate the applicable Fees. “Actual Ad Spend” means the actual amount of annual revenue spent by Customer for management of its advertising spend within Adobe SearchCenter +. In the event that Customer’s Actual Ad Spend exceeds the Included Annual Ad Spend, additional Fees will apply as set forth in the applicable Sales Order. With thirty (30) days prior written notice, Adobe may modify the pricing of Adobe SearchCenter + set forth above in response to the following potential events: (1) a search engine or other provider supported by Adobe SearchCenter + notifies Adobe of a substantial increase in its standard rates charged to Adobe for API usage related to SearchCenter, or (2) Customer’s specific usage of the Adobe SearchCenter + tool results in API usage fees charged to Adobe for Customer’s specific activities using the Adobe SearchCenter + tool to be more than twenty percent (20%) of the fees actually paid by Customer for the SearchCenter tool, not including Professional Services, over the twelve (12) months immediately preceding such pricing modification. ***Adobe SearchCenter + with OptiMine*** incorporates predictive analytics and Customer’s historic cost and conversion data into the SearchCenter tool.

***Adobe AdLens*** provides a subscription-based digital media advertising optimization and management service, which uses Adobe’s proprietary optimization and management platform (the “Platform”) to optimize marketing budget across search engines, ad exchanges, and social networks. The service includes, as applicable, advertising campaign optimization and management services for its clients’ (i) search engine marketing efforts (“SEM Services”), (ii) display advertising campaigns (“Display Management Services”), and (iii) social media advertising campaigns (“Social Media Management Services”), (collectively, and including access to the Platform, the “Optimization Services”).

Definitions provided in this section on Adobe AdLens only apply to Adobe AdLens. The terms of this PDM remain unmodified with respect to the provision of other OnDemand Services described herein. “Accounts” means Search Engine and Social Media Site advertising accounts. “Account Information” means all information relating to an Account that is available, including without limitation, the campaign structure, keywords, negative keywords, keyword bids, match types, ad copy, display URLs, landing page URLs, and historical impression, click, position, bid and cost data. Account Information will be Customer’s Confidential Information. “Customer Content” is deleted in its entirety and replaced with the following: “Customer Content” means content that is created for or generated by Customer or by visitors to the Customer Site(s), or supplied or made available by Customer to Adobe for use in connection with the Platform, behavioral targeting, testing, optimization, search engine functionality, and content publishing portions of the OnDemand Services. “Customer Data” is deleted in its entirety and replaced with the following: “Customer Data” means any and all information or other data of any type which is (i) provided by Customer to Adobe or (ii) collected by Adobe about Customer and visitors to Customer’s website, via Distributed Code or Customer Accounts, in connection with providing the Optimization Services, including without limitation (a) information that Customer inputs, or provides to Adobe for inputting, into the Platform, (b) sales and

marketing information provided by Customer to Adobe, (c) the Account Information, and (d) data obtained from Distributed Code. "OnDemand Services" is deleted in its entirety and replaced with the following: "OnDemand Services" means the Optimization Services and the Platform. "Search Engine" means a search engine supported by the Platform and specified in the applicable Sales Order on which a campaign is conducted. "Social Media Site" means a social media site supported by the Platform and specified in the applicable Sales Order on which a campaign is conducted. Customer agrees to provide Adobe with all Customer Content necessary to provide the Services. Customer acknowledges that Adobe's provision of the OnDemand Services is dependent upon Customer's maintenance of the destination pages associated with advertisements and Customer agrees to maintain such pages during the Term. Customer agrees to comply with all applicable terms of use and guidelines required by the Search Engines, Social Media Sites, or publishers where Customer Content is displayed. Customer is solely responsible for the accuracy, content, and legality of all Customer Data and Customer Content. For clarity, Customer acknowledges that it will not modify or cause to be modified any Customer Data obtained from Distributed Code in any manner that would result in the transfer of information that can be used to identify or locate a specific natural person, including without limitation telephone number, e-mail address, and social security number. Customer remains responsible for compliance by each User. Customer agrees to install Distributed Code, for the purpose of tracking end user actions with respect to Customer's advertisements. Customer acknowledges and agrees that, as between Customer and Adobe, Customer shall be solely liable for all charges, fees, costs and expenses accrued with respect to all Accounts including, without limitation, the actual costs incurred by Customer for the purchase of clicks or impressions, and any other third party costs and expenses arising from actions taken by Adobe on Customer's behalf, except as specified in the applicable Sales Order. Customer's failure to maintain its Accounts in good standing or a Search Engine's or Social Media Site's termination of Customer's access to Accounts do not relieve Customer of its payment obligations hereunder. If a Sales Order specifies that fees for Optimization Services are payable as a percentage of Customer's monthly advertising expenditures, payments shall be calculated based on monthly expenditure reports as determined by the applicable Search Engine(s), Social Media Site(s) and display exchange(s). Customer represents and warrants that it has all rights necessary to authorize access to the Account and the Account Information. Customer shall defend Adobe from and against any and all third party claims arising from or relating to: (a) any keyword selected by Customer; (b) any third party costs and expenses related to any Accounts, and (c) any use and guidelines required by the Search Engines, Social Media Sites, or publishers where Customer Content is displayed, and will indemnify Adobe (and its directors, employees and agents) against all damages awarded against Adobe or agreed to in a written settlement agreement signed by Customer arising out of such claims.

SEM or Social Media Management Services. The following language applies only to provision of SEM or Social Media Management Services. Customer will provide Adobe with timely and complete access to Customer's Accounts, all Account Information, and all other reasonably related data and information requested by Adobe to provide the Optimization Services. Customer will notify Adobe prior to any changes to Account Information and will promptly provide updated Account Information to Adobe, so that Adobe's access to Customer's accounts will not be interrupted. Customer acknowledges that Adobe's provision of OnDemand Services is conditioned upon Adobe's receipt of correct and accurate Account Information from Customer. Customer hereby appoints Adobe and Adobe hereby accepts such appointment, to act as Customer's agent for the sole purpose of (a) assessing Customer's account(s), (b) submitting and retrieving Account Information, and (c) taking any and all action with respect to Customer's Account(s) as Adobe deems appropriate in its reasonable discretion in providing the Optimization Services. Upon request by a Search Engine or Social Media Site for verification of Customer's authorization of Adobe to act as Customer's agent, Adobe may provide a copy of this Agreement and the related Sales Order, provided that Adobe redacts the financial terms contained in the applicable Sales Order.

Display Management Services. The following language applies only to provision of Display Management Services. Adobe may purchase display inventory from advertising exchanges and publishers in an effort to meet Customer's goals described on the applicable Sales Order. The applicable Sales Order will specify which Party is responsible for contracting with and payment obligations to the applicable ad exchanges and publishers. Customer acknowledges that, Adobe will host the campaign and provide the tracking methodology. If Customer removes or manipulates the tracking methodology for more than one hour at any time during a campaign without express written permission from Adobe, then Adobe may suspend performance, and if applicable, Customer agrees to pay Adobe for the days during which the tracking methodology was absent or manipulated for more than one hour without prior notice to Adobe based on the average daily conversion measurements (using daily click counts and/or conversion for the seven (7) days prior to the tracking methodology being removed or manipulated); (iii) for all campaigns where Adobe is compensated based on performance, it is Customer's responsibility to confirm that the data collection pages are maintained and the data fields delivered match the data fields enumerated on the applicable Sales Order. Customer must report any data field discrepancies to Adobe in writing within five (5) days after occurrence. Customer agrees that results of all performance based campaigns will be determined using Adobe's tracking methodology.

**Audience Manager** is a proprietary software service and user interface for managing digitally addressable consumer data. This service includes, as applicable: (i) collection and management of first-party data from Customer Sites; (ii) incorporation of first-party data from other Customer sources (e.g., CRM databases); (iii) collection, data sharing and storage of Second-Party Data (as defined below); (iv) collection and storage of Third-Party Data (as defined below) from Third-Party Data Providers (as defined below); (v) capability for Customer to build custom segments for targeting through the user interface; (vi) transmitting requested Transmitted Data (as defined below) to Targeting Platform(s) (as defined below); and (vii) the ability to prepare reports.

Definitions provided in this section on Adobe Audience Manager only apply to Adobe Audience Manager. "Monthly Active Visitor" means each unique user or visitor of applications and/or websites for whom data has been stored through the OnDemand Services at Customer's request. "Personal Data" means information that can be used to identify or locate a specific natural person, including without limitation telephone number, e-mail address, and social security number. "Reports," as set defined in the Master Terms, is hereby deleted and replaced in its entirety as follows: "Reports" means all graphical or numerical displays of Transmitted Data generated by the OnDemand Service that contain Adobe's proprietary design, look and feel. "Second-Party Data" means data either collected from Strategic Partner Site(s) via the Distributed Code or transferred/made available to Adobe directly by a Strategic Partner. "Strategic Partner" means any third party entity that has entered into an agreement with Customer that: (i) authorizes the collection of data from such third party and/or the transfer of such data to Adobe; (ii) authorizes Customer to access and utilize data from such third party in conjunction with the OnDemand Services, including the right to transmit such data to a Targeting Platform in conjunction with the Customer Data; and (iii) incorporates Adobe's required terms and conditions applicable to Customer's Strategic Partners, as set forth below. "Strategic Partner Site(s)" means the current and future website(s) owned and operated by Strategic Partner, including any and all web and mobile pages that may be hosted or operated by a third party on Strategic Partner's behalf that contain Strategic Partner's brand or logo, provided that Strategic Partner creates, maintains, and controls the relevant privacy policy and/or related disclosures displayed or linked from such sites hosted or operated by third parties. Strategic Partner Site(s) shall also include any other applications or hardware that are owned and operated by Strategic Partner and that contain the Distributed Code. "Targeting Platform" means any third party entity (e.g., demand-side platform, ad server or content management platform) that has either (i) entered into an agreement with Customer authorizing Targeting Platform to access and use Customer Data, Second-Party Data and Third-Party Data (as applicable); or (ii) entered into a data access agreement with Adobe to access and use Customer Data, Second-Party Data and Third-Party Data (as applicable). In the case of (i), Adobe may confirm Customer's agreement either through email or other acknowledgement of Customer (e.g., Customer's designation or request to designate a "destination" for Customer Data) or by confirming with the third party directly. In the case of (ii), Customer hereby authorizes Adobe to provide such access to third parties to the Customer Data, Second-Party Data and Third-Party Data (as applicable) provided that such third parties are acting on Customer's behalf and have obligations to limit the use and disclosure of such data in connection with the services of such targeting platform. In addition, Customer may choose to purchase licenses to other products of Adobe, in connection with Customer's use of AudienceManager, that function as a Targeting Platform (e.g., Adobe AdLens). In such cases, those services of Adobe will be considered a Targeting Platform. "Third-Party Data" means data provided by a Third-Party Data Provider. "Third-Party Data Provider" means any third party entity that has (i) entered into a data provider agreement with Adobe authorizing Adobe to access and utilize the such third party's data on behalf of Adobe's customers, or (ii) entered into an agreement with Customer authorizing Customer to access and utilize such third party's data in conjunction with the OnDemand Services, including the right to transmit such third party's data to a Targeting Platform in conjunction with the Customer Data and in either (i) or (ii), such third party's data is transferred directly (e.g., through an API integration) from the Third Party Data Provider to Adobe. "Transmitted Data" means any Customer Data, Second-Party Data and Third-Party Data that Adobe receives, displays, transmits or otherwise uses in connection with Customer's use of the OnDemand Services.

Section 3.1(ii) (License Grant from Adobe) of the Exhibit for OnDemand Services is hereby deleted and replaced in its entirety as follows: "...(ii) install, implement, and use the Distributed Code solely (a) on the Customer Sites, and (b) on the Strategic Partner Sites for the purposes of tracking and analyzing traffic on the Strategic Partner Sites;..." All references to "Customer Data" in Section 2.3 (License Grant from Customer) of the Exhibit for OnDemand Services shall be deleted and replaced with "Transmitted Data."

Customer represents and warrants that it shall not (i) transmit, provide or otherwise make available to Adobe, Personal Data of any kind, or (ii) use, collect, process or store any non-Personal Data made accessible or provided by Adobe as part of the OnDemand Service services for the purpose of merging or combining such non-Personal Data with any Personal Data of any kind.

Customer represents and warrants that it will enter into an agreement with each Strategic Partner that will include, at minimum, the following terms, or terms which are equivalent, or substantially and materially similar to, the following: (i) Customer will require that each Strategic Partner/Strategic Partner Site complies at all times with all applicable federal, state and local laws, ordinances, regulations and codes, including guidelines or principles published by governing authorities information compliance with such laws etc. (such as, but not limited to, the FTC guidelines for online behavioral advertising); (ii) Customer will require that all Strategic Partner Sites feature a privacy policy or other conspicuous disclosure within the home page or primary interface, that (a) discloses the Strategic Partner's privacy practices; (b) identifies the collection (via cookies and web beacons) and use of information gathered in connection with third party services, such as the OnDemand Services (including but not limited to the identification of visitors on the Strategic Partner Site(s), and the appending of data to non-public profiles of such visitors for retargeting, as applicable); and (c) if a Strategic Partner collects (or plans to collect) any information on the Strategic Partner Site(s) or transmits (or plans to transmit) information from any source to Adobe, contains a statement specifically disclosing such practices (including transmission to a third party service provider) and offers site visitors an opportunity to opt-out of (or opt-in, if applicable law requires) such use by third parties, such as Adobe; (iii) Customer will require that each Strategic Partner represents and warrants that the Strategic Partner will not transmit, provide, or otherwise make available to Adobe Personal Data of its employees, customers, partners or site visitors, which includes but is not limited to information regarding a minor, financial information, and medical or health information; (iv)

Customer will require that each Strategic Partner (a) assumes responsibility for ensuring and certifying that the privacy statement rendered with cookies set by Adobe or by the Strategic Partner in connection with the Strategic Partner's use of the Distributed Code accurately reflects and is consistent with the Strategic Partner's data collection practices and its general privacy policy set forth on the Strategic Partner Site(s), and (b) bear all liability for an inconsistencies or inaccuracies within any such privacy statements; and (v) Customer will require each Strategic Partner to (a) defend any claim or lawsuit by a third party against Adobe and its third party service providers (1) that Strategic Partner's actions in connection with the Distributed Code violate the Strategic Partner's privacy policy or any third party's rights of privacy, or violate any privacy laws, and/or (2) arising from or relating to Second Party Data, and (b) indemnify Adobe (and its directors, employees and agents) against all damages awarded against Adobe or agreed to in a written settlement agreement signed by the Strategic Partner arising out of such claim.

Upon request by Customer, Adobe agrees to transmit specified Transmitted Data to a Targeting Platform on behalf of customer. Customer acknowledges and agrees that it is solely responsible for ensuring that any usage or combination of the Transmitted Data (by Customer, the Targeting Platform, or other third parties) complies with Customer's obligations under the Agreement, all applicable laws and government regulations, and established industry best practices for data usage and privacy. Adobe's transfer of Transmitted Data to a Targeting Platform will not be construed as a grant to the third party Targeting Platform of 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 shall be deemed Customer Data under the Agreement (except to the extent it contains data supplied by third party data suppliers under Section (i) of the definition of Third Party Data Provider.

Customer acknowledges that Adobe does not control, or have responsibility for, either the usage of the Transmitted Data by the Targeting Platform or for the Targeting Platform's combination of the Transmitted Data with any other data or modification thereof. Customer further represents that it will take all commercially reasonable steps to ensure that the Transmitted Data does not include Personal Data, and that the Targeting Platform does 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. Customer acknowledges that it will not modify, or cause to be modified, the characterization or categorization of the Transmitted Data in any manner that would result in the transfer of Personal Data.

Customer shall defend and indemnify Adobe (and its directors, employees, and agents) against all claims, lawsuits, liabilities, damages, and costs (including reasonable attorney's fees) awarded against Adobe or agreed to in a written settlement agreement signed by Customer, arising out of a claim that Customer's actions, a Strategic Partner's actions, a Third-Party Data Provider's actions or a Targeting Platform's action, arising from or related to the use, display, exchange or transfer of Transmitted Data between and among Strategic Partners, Third-Party Data Providers or Targeting Platforms and Adobe, violate Customer's privacy policy, any third party's rights in confidential information, trade secret or other intellectual property right, or rights of privacy, or violate any privacy or other laws.

***Dynamic Ad Targeting***, a proprietary software service, allows for Customer Content (as defined below) options to be served within specified locations on the Ad Site(s) (as defined below) at Customer's discretion, facilitating A/B/n split tests,

multivariate tests, targeted campaigns for content delivery to specific groups of visitors and to track success of a given content option. Dynamic Ad Targeting also allows Customer Content to be served within specified locations within designated Customer Sites (as defined below) provided that it is done in connection with a particular Ad Campaign (as defined below). Customers can track behaviors on the designated Customer Site via Distributed Code (e.g., abandoned shopping cart, viewed specific products or search for specific items, etc.) provided that it is done in connection with a particular Ad Campaign. With these segments, the Customer can deliver targeted Ads (as defined below) to Ad Sites, which are intended to encourage a previous visitor to a Customer Site to return to the same Customer Site by clicking on the dynamically served Ad. Upon arrival back to the Customer Site, the Customer can deliver customized content on the Customer Site to match or complement the Advertising Material (as defined below) displayed in the Ad on the Ad Site(s).

Definitions provided in this section on Adobe Dynamic Ad Targeting apply only to Adobe Dynamic Ad Targeting. "Ad" means any advertisement delivered by Customer, including without limitation advertisements with dynamic (i.e., changing) Advertising Materials. "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. "Advertising Materials" means artwork, copy, active URLs or other content for advertisements, including all such content inserted into advertisements. "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. The definition of "Customer Content" shall be deemed to include Advertising Materials. The definition of "Customer Data," as set forth in the Master Terms, is hereby deleted in its entirety and replaced with the following: "Customer Data" means (i) any and all data and information collected from the Customer Site(s), or from Customer's search engine providers, via the Distributed Code, (ii) any and all data and information that the Customer chooses to import from Customer's internal data stores or other sources not supplied by Adobe (including offline sources) into the OnDemand Services, and (iii) Ad Site visitor data gathered in connection with the delivery of Ads within the Ad Site(s). "DAA" means Digital Advertising Alliance. "Flashbox Request" means each call made to Adobe's servers in connection with Customer's use of the Dynamic Ad Targeting Services on the Ad Sites in connection with a specific Ad Campaign. "Impressions" means the metric or count of an Ad delivered to Ad Site via a Flashbox Request, or to the Customer Site via an M-box Request, or other request tied to Distributed Code deployed for a particular Ad Campaign. "M-box Requests" shall mean each call made to Adobe's servers in connection with Customer's use of the Dynamic Ad Targeting Services on the Customer Sites in connection with the "site side experience" for a specific Ad Campaign. "Online Behavioral Advertising" or "OBA" means the collection of data from a particular computer or device regarding Web viewing behaviors over time and across Web sites not affiliated with Customer for the purpose of using such data to predict user preferences or interests to deliver advertising to that computer or device based on preferences or interests inferred from such Web viewing behaviors. Online Behavioral Advertising does not include the activities of Customer with respect to visitors of Customer Sites. "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. The definition of "Distributed Code," as set forth in the Exhibit for OnDemand Services, is hereby deleted in its entirety and replaced with the following: "Distributed Code" means HTML tags, JavaScript code, object code, Visitor Identifying Code, or other code provided by Adobe to Customer, subject to the terms and conditions of this Agreement, to enable Customer to tag the Customer Site(s) or Ad Site(s) for use solely in connection with the OnDemand Services. "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. Section 2.1(ii) (License Grant from Adobe) of the Exhibit for OnDemand Services is hereby deleted and replaced in its entirety as follows: "...(ii) install, implement, and use (or have installed, implemented, and used) the Distributed Code solely on the Customer Sites and Ad Sites for the purposes of tracking and analyzing traffic on the Customer Sites and Ad Sites, testing and optimizing specific Customer Content on the Customer Sites and Ad Sites, managing search engine keywords, enabling visitors to search and access Customer Content, and implementing Ad targeting, as applicable;..."

A subpart "(vii)" shall be added to the list of restrictions in Section 2.2 (License Restrictions) of the Exhibit for OnDemand Services, as follows: "...(vii) the Dynamic Ad Targeting 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 Dynamic Ad Targeting service in connection with Ad targeting."

In connection with using Dynamic Ad Targeting, the 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. If the Customer also has separately licensed Adobe® Test & Target, Adobe® Test & Target 1:1

functionality (or any bundle of Adobe products containing such Test & Target functionality), the Impressions associated with site side requests for Dynamic Ad Targeting will be counted and billed separately from calculation of the requests or server calls made in connection with such Customer's usage of such Test & Target functionality. In connection with the Customer's use of Adobe Dynamic Ad Targeting, 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.

The content of Section 5 (Privacy) of the Exhibit for OnDemand Services is hereby deleted and replaced in its entirety as follows: "Customer hereby agrees that the Customer Site(s) and Ad Site(s) will feature a privacy policy or other conspicuous disclosure within the home page, primary interface or Ad, as applicable, that (i) discloses Customer's privacy and data usage practices; (ii) identifies the collection (via cookies, web beacons and Visitor Identifying Code, as applicable), and use of information gathered in connection with third party services, such as the OnDemand Services (including but not limited to the identification of visitors on the Customer Site(s) and Ad Site(s), the appending of data to non-public profiles of such visitors for retargeting, and the uses described in Section 2.3 (License Grant from Customer) of the Exhibit for OnDemand Services, as applicable), and offers site visitors an opportunity to opt out of (or opt-in, if applicable law requires) such collection and use of information; and (iii) if Customer utilizes the OnDemand Services to serve Customer Content and/or Advertising Material to visitors of the Customer Site(s) and/or Ad Site(s), contains a statement specifically disclosing such practices (including use of third parties to facilitate the serving of such content) and offers site visitors an opportunity to opt out of (or opt-in if applicable law requires) such targeted content serving. Customer represents and warrants that it will not transmit, provide, or otherwise make available to Adobe sensitive personal information of its employees, customers, partners, Customer Site visitors, or Ad Site visitors, which includes but is not limited to information regarding a minor, financial information, and medical or health information. Adobe reserves the right to request a change in Customer's privacy disclosures as mandated by law (including industry self-regulation or practice), upon written notice to Customer, and Customer agrees to cooperate in posting such revised disclosure within fifteen (15) days following receipt of such notice, or in otherwise posting such other disclosure as may be mutually agreeable to the Parties within fifteen (15) days following receipt of such notice. Customer shall abide by the FTC Guidelines for behavioral advertising and the DAA Principles for Online Behavioral Advertising in connection with its use of the OnDemand Services. Customer shall ensure that all Network Partners are bound by obligations to comply at all times with applicable laws, rules, and regulations, and the DAA Principles on OBA, including, without limitation, establishing and maintaining a functioning process for Ad Site visitors to opt out from receiving OBA-based Ads (or opt-in to receiving such Ads, if applicable law requires). Customer will be solely responsible for obtaining the consents from such Network Partners to set third party cookies on the browsers and machines of Ad Site visitors, and for enabling the setting of such cookies, and/or any other method to set such cookies agreed upon by Customer and such Network Partners. Customer acknowledges and agrees that Adobe shall have no liability for failure to obtain any such consents. Customer is responsible for ensuring and certifying that the privacy statement rendered with cookies set by Adobe or by Customer in connection with Customer's use of the OnDemand Services accurately reflects and is consistent with Customer's data collection practices and its general privacy policy set forth on the Customer Site(s) as well as any applicable third party data collection practices and privacy policies implicated by Customer's use of OnDemand Services in connection with Ad Site(s). Adobe shall not be liable for any inconsistencies or inaccuracies within any such privacy statements."

Section 4(ii) (Effect of Termination) of the Exhibit for OnDemand Services is deleted and replaced with the following: "...(ii) Customer will, at its expense, delete all copies of the Distributed Code from the applicable Customer Sites (including any handheld or offline applications), delete all copies of the Distributed Code from the applicable Ads and/or Ad Sites, remove all references and links to the OnDemand Services from the Customer Site(s) or Ads..."

*Third Party Software Notices. In order to accommodate public demand for software that is interoperable with other products and platforms, Adobe, like other commercial 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 software. Such required third party 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) 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 Licensee obtained the 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.*