



PDM: PRIMETIME AD DECISIONING (2014v2)

Adobe Primetime Ad Decisioning– Product Description

Adobe Primetime Ad Decisioning is a platform that helps video publishers manage their ad inventory on IP-enabled platforms, with tools for forecasting impressions, managing campaigns, allocating sales rights, and dynamically selecting ads.

1. General Terms.

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

2. Additional Terms for Primetime Ad Decisioning. Adobe Primetime Ad Decisioning is licensed to Customer under the terms of the applicable Sales Order, the terms of this PDM, the General Terms, and the Exhibit for On-demand Services, except for components that are described as On-premise Software which as subject to the Exhibit for On-premise Software. The provisions of this PDM apply to Adobe Primetime Ad Decisioning, which are licensed to Customer as noted in the Sales Order and described in this PDM.

3. Additional Definitions.

- 3.1 **“Ads”** means a graphic or multi-media file served adjacent to or otherwise in connection with Customer Content, including, without limitation, overlays, companion banners, pre-roll/mid-roll/post-roll video advertisements and display advertisements.
- 3.2 **“Ad Player(s)”** means (A) Customer Ad Player, (B) Third Party Ad Player or (C) both (A) and (B).
- 3.3 **“Adobe Primetime Ad Decisioning (fka Auditude)”** means Adobe’s proprietary hosted service that manages Fulfillment of Campaigns and the display of Ads in Customer Content via an Ad Player.
- 3.4 **“Adobe Primetime Ad Insertion”** means Adobe’s proprietary hosted service that allows customers to insert and replace Ads into VOD, linear, live HDS and HLS streams.
- 3.5 **“Adobe Primetime Ad Player SDK”** means Adobe’s proprietary SDK for creating video players that can communicate with the On-demand Service for the purposes of displaying Ads in Customer Content.
- 3.6 **“Ad Opportunities”** means the locations within Customer Content where Ads may be placed, as determined by Customer.
- 3.7 **“Advertiser(s)”** means Customer’s customers that are purchasing Ad Opportunities.
- 3.8 **“Campaign(s)”** means a specific Advertiser’s terms for purchasing Ad Opportunities as inputted by Customer or a Third Party Sales Team into the On-demand Service, including but not limited to (A) start and end date, (B) type of Customer Content (e.g., comedy Customer Content, sports Customer Content), (C) number of Ad Opportunities, (D) the specific Ad to display in the applicable Customer Content and (D) what Tracking Beacons to send for each Ad.
- 3.9 **“Content Owner”** means a third party that is making Customer Content available to Customer for the purposes of displaying Ads via an Ad Player.

- 3.10 **“Customer Ad Player”** means Customer Content and Ad players, developed by Customer using the Adobe On-premise Software, for use on Customer Sites and Syndication Partner websites and apps on the Platform specified in the Sales Order.
- 3.11 **“Customer Content”** The definition in the Exhibit for On-demand Services is deleted in its entirety and replaced with the following: **“Customer Content”** means any and all audio, video and data, excluding Ads, which (A) is made available or provided by Customer, Content Owners or other third parties or (B) is uploaded by or on behalf of Customer in connection with Customer’s use of the On-demand Services, in each case for the purposes of displaying Ads via an Ad Player.
- 3.12 **“Customer Data”** The definition in the Exhibit for On-demand Services is deleted in its entirety and replaced with the following: **“Customer Data”** means any and all data and information (A) collected from the Ad Player, (B) that the Customer chooses to import from Customer’s internal data stores or other sources not supplied by Adobe into the On-demand Services, (C) that Customer and/or Third Party Sales Team input into the On-demand Service, including but not limited to Ad Opportunities and Campaigns and (D) collected via the On-demand Services.
- 3.13 **“Customer’s Partners”** means Content Owners, Syndication Partners and Third Party Sales Teams.
- 3.14 **“Distributed Code”** The definition of Distributed Code in the Exhibit for On-demand Services hereby deleted in its entirety and replaced with the following: **Distributed Code:** means HTML tags for Third Party Ad Players to call the On-demand Service.
- 3.15 **“Documentatation”** The definition of “Documentation” in the General Terms, is deleted in its entirety and replaced with the following: **“Documentation”** means for the On-demand Services, the technical user manual describing how to use the On-demand Services. “Documentation” does not include any forum or content contributed by any third party.
- 3.16 **“Fulfillment”** means meeting, within the start and end date of a Campaign, all of the Advertiser’s requirements set forth in a Campaign, including but not limited to (A) the Impression goal and (B) Advertiser’s budget and placement in a designated type of Customer Content (e.g., sport Customer Content or comedy Customer Content).
- 3.17 **“Impression”** means a single instance of an Ad displayed in Customer Content.
- 3.18 **“On-demand Services”** means Adobe Primetime Ad Decisioning. For clarity, Adobe Primetime Ad Insertion is not part of the On-demand Services.
- 3.19 **“On-premise Software”** means the Adobe Primetime Ad Player SDK.
- 3.20 **“Platform(s)”** means the platform(s) set forth in the Sales Order.
- 3.21 **“Syndication Partner”** means a third party that Customer provides with Customer Content for playback on said third party’s websites and applications.
- 3.22 **“Third Party Ad Player”** means Customer Content and Ad players, developed by (A) a Syndication Partner without use of the On-premise Software, for use on Syndication Partner websites and applications or (B) Customer without use of the On-premise Software, for use on Customer Sites, in each case that can communicate with the On-demand Service solely in support of Customer’s use of the On-demand Service for displaying Ads in Customer Content.
- 3.23 **“Third Party Sales Team(s)”** means third party sales teams who are authorized and designated by Customer to access the On-demand Services solely on Customer’s benefit and behalf.

- 3.24 **“Tracking Beacon(s)”** means a notification that is sent by the On-demand Service or Ad Player to a third party to inform such third party of an Impression.
- 3.25 **“Updates”** means enhancements, updates or modifications to the On-premise Software that may be made available by Adobe to Customer under this PDM, unmodified and as originally made available by Adobe.
- 3.26 **“Users”** means employees of Customer or Third Party Sales Teams who are authorized and designated by Customer to access the On-demand Services using a unique password and login ID, as provided exclusively by Adobe.

4. Additional Licenses and Restrictions for the On-demand Services. The following licenses and restrictions shall supplement the terms set forth in the On-demand Services Exhibit:

- 4.1. **License Grant from Adobe.** The License Grant from Adobe in the Exhibit for On-demand Services is deleted in its entirety and replaced with the following:

License Grant from Adobe.

- (A) Subject to the terms of this Agreement, Adobe grants to Customer, the non-transferable, non-exclusive and worldwide license to:

- (1) permit Users to access the On-demand Services through the applicable interface(s) to manage Ad Opportunities and monitor Fulfillment of Campaigns;
- (2) distribute the Customer Ad Player to Syndication Partners solely to support Customer’s use of the On-demand Service;
- (3) to distribute Distributed Code to a Third Party Ad Player;
- (4) permit Third Party Sales Team to access the On-demand Services through the applicable interfaces solely to input and view Customer Data; and
- (5) use and distribute Reports.

(B) **Documentation.** Subject to the terms of this Agreement, Adobe grants to Customer, the non-transferable, non-exclusive and worldwide license to use, copy and distribute the Documentation in accordance with this Agreement, as reasonably required for use of the On-demand Services. Customer may sublicense the right to make copies of the Documentation to Third Party Sales Teams solely for its use of the On-demand Service as expressly set forth in this PDM. Any permitted copy of the Documentation that Customer and a Third Party Sales Team makes must contain the same copyright and other proprietary notices that appear on or in the Documentation. All Documentation is Adobe Confidential Information, even if not marked as “confidential”.

4.2. License Grant from Customer.

- (A) Customer grants to Adobe and its affiliates and subsidiaries, during the License Term, the non-exclusive, worldwide, royalty-free, limited right to:

- (1) use, copy, access, store and transmit Customer Data solely to provide the On-demand Service;
- (2) use, access, store and display Ads through a Player; and
- (3) send Tracking Beacons.

- 4.3. **Requirement.** Customer is, as a condition of the license, required to use an Ad Player with the On-demand Service.

4.4. **Customer Responsibilities.** Customer must (A) maintain and update the Customer Ad Players during the Term; and (B) provide Adobe with all Customer Content and Customer Data necessary to provide the On-demand Services.

4.5. **Customer's Partners.**

(A) Customer is solely responsible for:

- (1) ensuring that Customer's Partners agree to abide by and fully comply with the terms of this Agreement as they relate to the use of the On-demand Services on the same basis as applies to Customer;
- (2) ensuring that such use of the On-demand Service by any and all Customer's Partners is only in relation to Customer's direct beneficial business purposes as restricted herein; and
- (3) providing Third Party Sales Team with login and password information for the On-demand Service.

Customer remains fully liable for any and all acts or omissions by Customer's Partners related to this Agreement.

5. **Additional Terms for the On-premise Software.**

5.1. **License Grant to the On-premise Software.** The License Grant from Adobe in the Exhibit for On-premise Software is deleted in its entirety and replaced with the following:

License Grant from Adobe.

Subject to Customer's compliance with the terms of this Agreement, Adobe grants to Customer during the License Term, the non-exclusive and non-transferable license to install, implement and use the On-premise Software to develop a Customer Ad Player for the specified Platform(s).

5.2. **Update Requirements.** The Update Requirements in the Exhibit for On-premise Software is hereby deleted in its entirety and replaced with the following:

Update Requirements. Adobe may, in its sole discretion, modify the On-premise Software and deliver Updates to Customer under the terms of this PDM. Customer must incorporate any Update in any existing Customer Ad Player that Customer revises or any new Customer Ad Player that Customer commercially releases for the first time more than 120 days after Adobe's release of the Update. The Update Requirements set forth herein only apply to the On-premise Software licensed pursuant to this PDM.

5.3. **On-premise Software Limited Warranty.** The Warranty in the Exhibit for the On-premise Software is hereby deleted in its entirety and replaced with the following:

Warranty. Adobe provides the On-premise Software on an "as is" basis. Access to and use of the On-premise Software is entirely at Customer's own risk.

5.4. **Outsourcing.** Notwithstanding the outsourcing provision in the General Terms, Customer may only sublicense use of the Adobe Primetime Ad Player SDK and related Documentation to a third party contractor solely to build the Customer Ad Player on Customer's behalf, provided that all the obligations stated in Section 4 of the General Terms applies.

6. **Indemnity.** In addition to Customer's obligations under the General Terms, Customer will defend Adobe from and against any and all third party claims arising from or relating to (i) any Customer's Partners' acts and omissions in connection with the On-demand Services, including but not limited to Customer Content and Customer Data, and (ii) failure to comply with any laws or regulations in the qualification of Ads for display in Customer Content. The Limitation on Damages provision and the Indemnity – Sole and Exclusive Remedies provision in the Adobe General Terms shall not apply to Customer's indemnification obligations herein.

- 7. Effect of Termination.** In addition to the Effect of Termination sections elsewhere in this Agreement, upon expiration or termination of the License Term for this PDM, Customer must, at its expense, promptly remove and delete all copies of the Customer Ad Players.