



PDM FOR PRIMETIME AD INSERTION AND AD TRANSCODING (2014v1)

Adobe Primetime ad decisioning– Product Description

Adobe Primetime ad decisioning is a service that enables video publishers to seamlessly stitch ads into live, simulcast, and video-on-demand content streams while preserving individual targeting and dynamic decisioning capabilities.

1. **General Terms. Capitalized terms not defined in this PDM will have the same meaning as defined in the Agreement.**
2. **Additional Terms for Adobe Primetime Ad Insertion.** Adobe Primetime Ad Insertion 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. The provisions of this PDM apply to Adobe Primetime Ad Insertion, which is 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 Content, including, without limitation, overlays, companion banners, pre-roll/mid-roll/post-roll, video and display.
 - 3.2 **“Adobe Primetime Player SDK”** means Adobe’s proprietary SDK for creating desktop and mobile application video players.
 - 3.3 **“Ad Server(s)”** means the third party and/or Adobe Primetime server that the Customer Player and/or the On-demand Service must communicate with in order to determine which Ad to insert into the Content.
 - 3.4 **“Content”** means any and all audio, video and data that is made available by Customer and/or Partner and which is to be distributed on or through a Customer Player.
 - 3.5 **“Content Owner”** means a third party that is making Content available to Customer for publishing within Customer Sites using the Customer Player.
 - 3.6 **“Content Stream”** means the HTTP Streaming delivery of Customer Content and Ads to Customer Player.
 - 3.7 **“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 purpose of inserting Ads in a Customer Player.
 - 3.8 **“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 Customer 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 Teams input into the On-demand Service and (D) collected via the On-demand Services.
 - 3.9 **“Customer Player”** means the Customer Content players and Ad players that Customer created in order to use the On-demand Services.
 - 3.10 **“Documentation”** 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.

3.11 "HTTP Streaming" means the video streaming formats listed in the Sales Order.

3.12 "On-demand Services" means Ad insertion and/or replacing Ads into VOD, linear, live Content Streams.

3.13 "Third Party Sales Teams" 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.

3.14 "Tracking Beacon(s)" means a notification that is sent by the On-demand Service or Customer Player to a third party to inform such third party that an Ad has played.

4. Additional Licenses and Restrictions. The following licenses and restrictions will supplement the terms set forth in the On-demand 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.** Subject to Customer's compliance with the terms of this Agreement, Adobe grants to Customer during the License Term, the nontransferable, nonexclusive, worldwide limited right to

(A) permit On-demand Users to access the On-demand Services through the applicable interface(s) to insert Ads and replace Ads in Content Stream;

(B) permit Third Party Sales Teams to access the On-demand Services through the applicable interfaces solely to input and view Customer Data

(C) use and distribute Reports; and

(D) 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.** Customer grants to Adobe and its Affiliates and subsidiaries, during the License Term, the non-exclusive, worldwide, royalty-free, limited right to:

(A) use, copy, access, store and transmit Customer Data and Customer Content solely to provide the Adobe Primetime Ad Insertion On-demand Services;

(B) modify the Content Stream solely to insert or replace Ads in the Customer Content solely for Customer's benefit and on Customer's behalf based on Customer's Data;

(C) use, access, store and display Ads on Customer Sites that deliver Ads through a Customer Player if Customer provides Adobe with Ads to host on Customer's behalf;

(D) send Tracking Beacons; and

(E) modify, access, download, display, store, stream or create derivative works based on or otherwise alter Ads as reasonably necessary to format and configure Ads into Content Streams for the sole purpose of providing the On-demand Services ("Ad Transcoding").

4.3 **Requirements.** As a condition of the licenses granted by Adobe to Customer:

(A) Customer will only use the On-demand Services with a Customer Player; and

(B) for each Ad insertion or Ad replacement, a Customer Player must always first communicate with the On-demand Services before communicating with any Ad Server.

4.4 **Tracking Beacons.** Adobe will only send Tracking Beacons if Customer inputs instructions and all required information in the On-demand Services in order for Adobe to send Tracking Beacons.

5. Customer Responsibilities. Customer is responsible for:

5.1 providing Adobe with all Customer Content and Customer Data necessary to provide the On-demand Services;

5.2 using the On-demand Services in compliance with all local laws and regulations, including the Children's Online Privacy Protection Act;

5.3 enabling Ad Transcoding in the Adobe Primetime Player SDK unless otherwise directed by Adobe;

5.4 ensuring that the Ads complies with the laws of all jurisdictions where Customer distributes the Customer Content and Ads and where the Customer Content and Ads are being delivered; and

5.5 promptly removing such Ads if Customer is notified or otherwise has reason to believes that such or Ads violates relevant laws.

6. Content Owners and Third Party Sales Teams. Customer is solely responsible for:

6.1. ensuring that (A) any Content Owner and Third Party Sales Team agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the On-demand Services and Documentation on the same basis as applies to Customer and (B) such use is only in relation to Customer's direct beneficial business purposes as restricted herein,

6.2. ensuring that all copies of the Documentation are immediately deleted upon the earlier of (A) Customer's business relationship with the Third Party Sales Team, or (B) termination or expiration of this PDM,

6.3. providing Third Party Sales Teams with login and password information for the On-demand Services; and

6.4. ensuring that the Content Owners and Syndication Partners comply with all local laws and regulations, including the Children's Online Privacy Protection Act. Customer remains fully liable for any and all acts or omission by Content Owners and Third Party Sales Teams related to this Agreement.

7. Customer's Duty to Indemnify. In addition to Customer's obligations under the Exhibit for On-demand Services, Customer must defend any Claims brought by any person or entity against Adobe, its Affiliates (and directors, employees, or agents of Adobe or its Affiliates), and third-party providers that arise in connection with (A) the selection of Ads for display in Customer Content; or (B) any Ads. Customer will indemnify Adobe, its Affiliates (and directors, employees, or agents of Adobe or its Affiliates), and third-party providers against their Losses arising out of or in connection with the foregoing (A) or(B) in this section, whether or not incurred by reason of a Claim. The Limitation of Liability provision in the General Terms does not apply to Customer's liability or obligations under this section.