



PRODUCT DESCRIPTIONS AND METRICS

PDM: PRIMETIME PAYTV PASS SERVICE (2014v1)

Adobe Primetime PayTV Pass Service - Product Description

Adobe Primetime Pay-TV Pass Service is a hosted service that serves as a proxy between programmers and MVPDs to verify a user's entitlement to content based on their pay TV subscription.

1. General Terms.

Capitalized terms not defined in this PDM will have the same meaning as the terms are defined in the Agreement. Adobe Primetime PayTV Pass Service 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 PayTV Pass Service, which is licensed to Customer as noted in the Sales Order and described in this PDM.

2. Additional Definitions.

- 2.1 **"Adobe Access Enabler"** means the library distributed to Content Users by Adobe that enables communication between the Content Users' client and the On-demand Service.
- 2.2 **"Content User"** means a user of the Internet that interacts with the On-demand Service when requesting access to Permitted TVE Content.sdf.
- 2.3 **"MVPD"** has the meaning stated in Section 4.
- 2.4 **"Media Token SDK"** is a software development kit including a library that enables Customer to validate that a content stream is authorized to start.
- 2.5 **"On-demand Service"** means the Adobe Primetime PayTV Pass service.
- 2.6 **"Permitted TVE Content"** means the subscribed television content that is described in a Use Authorization or Sales order and that is distributed in coordination with the Adobe Primetime PayTV Pass Service implemented by Customer. For purposes of clarity, non-subscribed content available to all visitors of a website or application is not considered Permitted TVE Content for purposes of this PDM.
- 2.7 **"Service Term"** means the period that Adobe shall make the On-demand Service available to the Customer, as stated in a Use Authorization.
- 2.8 **"Territory"** unless otherwise stated in a Use Authorization, means the United States, Canada, and Mexico.
- 2.9 **"Use Authorization"** means a separately executed document describing Permitted TVE Content, Service Term, and other specific terms of Customer's use of the On-demand Service, substantially in the form of the first Use Authorization attached as Exhibit A (Use Authorization).
- 2.10 **"Use Data"** means data that is either (A) sent to or received by Adobe when Customer, an MVPD, or a Content User interacts with the On-demand Service or (B) generated by Adobe when Customer, an MVPD, or a Content User interacts with the On-demand Service. By way of example, data sent, received, or generated when the Adobe Access Enabler interacts with the device of a Content User is Use Data. By way of further example, data sent, received, or generated when an Adobe TV-E server interacts with an MVPD

server is Use Data.

3. Use Authorizations.

The Parties will enter into one or more separately executed Use Authorizations describing the Permitted TVE Content, Fees, and other particular terms of use of the On-demand Service by Customer in the Territory. This PDM is hereby incorporated into each Use Authorization. This PDM will govern use of the On-demand by Customer even if a Use Authorization is not executed.

4. Access to Services.

Subject to Customer's compliance with the terms of this Agreement, Adobe will, on a non-exclusive license during the Service Term, allow Customer to access and use the On-demand Service in the Territory. Customer may use the On-demand Service only for the purpose of offering Permitted TVE Content to Content Users.

5. **MVPD Access.** Customer may, from time to time, request that Adobe permit the computer servers of one or more multi-channel video programming distributors (each, an "**MVPD**") to interact with the On-demand Service for the purpose of authorizing and authenticating Play Requests, as defined in the Sales Order, for Permitted TVE Content made by Content Users. In such event, Adobe will make efforts to deliver Adobe Technology to, and otherwise cooperate with, such MVPD(s) to allow such interaction. MVPDs may be required to enter into Adobe standard terms of service governing such deliveries and interaction.

6. Software Development Kits.

6.1 Adobe will provide Customer with the SDKs necessary for its interoperation with the On-demand Service, including, without limitation, the Media Token SDK (each such SDK, a "**Service SDK**"). Service SDKs may include Sample Code, object code, and documentation. Adobe grants Customer, during the License Term, a non-exclusive, non-transferable license to install and use any Service SDK software, and to copy and modify any such software provided in human readable format, each solely for accessing the On-demand Service. Customer may use and make a limited and reasonable number of copies of the Service SDK documentation solely for accessing the On-demand Service. Customer must not distribute or disclose any part of a Service SDK to any third party without Adobe's prior written consent (email is acceptable).

6.2 Customer may sub-license use of the Service SDK to third party contractors ("**Customer Contractors**") provided that: (A) Customer provides Adobe with prior written notice (inclusion in a Use Authorization is acceptable); (B) Customer is responsible for ensuring that Customer Contractors agree to abide by and fully comply with the terms of the General Terms, the On-demand Services Exhibit and this PDM as they relate to the use of Service SDK on the same basis as applies to Customer; (C) such use is only for the purpose of facilitating Customer's ability to use the On-demand Service on Customer's behalf as restricted herein; (D) such use does not represent or constitute an increase in the scope or number of licenses to use the Service SDK or any other Adobe Technology provided hereunder; and (E) Customer shall remain fully liable for any and all acts or omissions by Customer Contractors related to the General Terms, the On-demand Exhibit and this PDM, including but not limited to Section 6 (Restrictions on Use).

7. Restriction on Use.

7.1 Customer must use the On-demand Service only in a manner consistent with this PDM, a Use Authorization, the On-demand Service documentation and all applicable rights, laws, and regulations. Without limiting the generality of the foregoing, Customer must not, nor may it permit or assist others to:

- (A) obtain or attempt to obtain the On-demand Service by any means or device with intent to avoid paying the Fees;

- (B) enable access to the On-demand Service by any third party except as otherwise provided herein or with the prior written consent of Adobe;
- (C) process the data or content of any third party other than third party content that is included in the definition of Permitted TVE Content;
- (D) access, alter, or destroy any information of another customer of Adobe by any malicious means or device, or attempt to do so;
- (E) intentionally introduce a virus, worm, Trojan horse, or other harmful software code or similar files that may damage the operation of another party's computer, property, or information;
- (F) use the On-demand Service intending to damage, disable, overburden, or impair any Adobe server or network(s) connected to any Adobe server, or interfere with any other party's use and enjoyment of the On-demand Service;
- (G) obtain or attempt to obtain any materials or information through any means not intentionally made available through the On-demand Service;
- (H) host, on a subscription basis or otherwise, the On-demand Service, including any related application;
- (I) sell, lease, or rent access to or use of the On-demand Service, or otherwise transfer any rights to use the On-demand Service under this PDM (including without limitation, on a timeshare or service bureau basis) or
- (J) defraud, defame, abuse, harass, stalk, threaten, or infringe the rights of privacy or other intellectual property (including copyright) of others, or otherwise violate any law.
- (K) enable Content Users to access Permitted TVE Content without triggering an api call to the Service

8. Log-In Information. To gain access to and use the On-demand Service (including documentation and reporting) Customer may be required to create a log-in ID and password. Customer is responsible for all activity occurring under its log-in information, and Customer must keep its log-in information confidential and not share its log-in information with third parties. Adobe has no obligation or responsibility with regard to Customer's use, distribution, disclosure, or management of log-in information. Notwithstanding the foregoing, Adobe may require Customer to change Customer's log-in information.

9. Use Data. As part of the On-demand Service, Adobe will implement reasonable security measures consistent with industry standards to protect Use Data resulting from the distribution of Permitted TVE Content from unauthorized access, and, in any event, in a manner at least as protective as Adobe uses to protect its own information of a similar nature. Customer acknowledges that Use Data may be stored on servers physically located in the United States of America. Adobe will not disclose such Use Data to any third party or exploit such Use Data for its own purposes. By way of example, unless otherwise agreed in writing by Customer, Adobe will not disclose or exploit programming viewing pattern information extracted from such Use Data. Notwithstanding the foregoing, nothing shall limit the right to Adobe to use the Use Data for purposes of normal operation of the On-demand Service and billing purposes.

10. Survival. Sections 2, 8 and 9 will survive the expiration and termination of this PDM.

**EXHIBIT A-1
USE AUTHORIZATION**

See Attached



USE AUTHORIZATION
Adobe Primetime PayTV Pass

| | |
|---|--------------------------------|
| Use Authorization No: 1 | Customer Name: |
| Date of this Use Authorization: | Customer Address: |
| Effective Date of Applicable Terms of Service: The earlier of [] or the commercial launch of the service | Primary Contact Name: |
| Permitted TVE Content: Subscribed television content distributed by [] | Primary Contact Email: |
| Territory: | Support Contact Name: |
| Service Term: 24 Months | Support Contact Email: |
| Renewal Terms: Customer and Adobe may mutually agree in writing to renew or extend the Service Term of this Use Authorization. | Billing Contact Name: |
| | Billing Contact Email: |
| | Customer Contractor(s): |

CUSTOMER

ADOBE SYSTEMS INCORPORATED

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____