



PDM FOR PRIMETIME TV MEDIA MANAGEMENT (2015V1)

The Services described in this PDM governed by the terms of the General Terms, Exhibit for On-demand Services and Managed Services, Exhibit for On-premise Software, this PDM and the applicable Sales Order.

Adobe Primetime TV Media Management – Product Description

Adobe Primetime TV Media Management is a service that enables video publishers to plan, forecast and optimize Advertising Inventory within live, simulcast, and video-on-demand content streams as well as surface Advertising Inventory to Advertisers through a programmatic channel.

PRODUCT SPECIFIC LICENSING TERMS

1. DEFINITIONS

- 1.1. **“Ad Player(s)”** means (A) Customer Player and/or (B) Third Party Ad Player that delivers Customer Content or Advertising.
- 1.2. **“Ad Technology”** means scripts, tags, or other code provided by Adobe to Customer or Publishers that are designed to communicate with servers designated by Adobe and request transmission from those servers of Advertisements selected by the System. The Ad Technology is part of the System and considered On-Premise Software.
- 1.3. **“Advertisement(s)”** 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.
- 1.4. **“Advertiser”** means a brand, media agency or similar entity that purchases Advertising Inventory from the Customer.
- 1.5. **“Advertising Inventory”** means the designated locations within Customer Content where Ads may be placed, as determined by Customer.
- 1.6. **“Adobe Data”** means demographic, psychographic and behavioral data that is acquired by Adobe for use in the System.
- 1.7. **“Assets”** has the meaning as set forth in Section 3.
- 1.8. **“Campaign Delivery Services”** has the meaning set forth in Section 2.
- 1.9. **“Campaign Expenses”** means the sum of all related expenses for the delivery of a Media Campaign, such as, Media Costs, delivery and hosting, targeting technology and data providers, Other Campaign Services, each as charged by Adobe in the System or as billed in accordance with this Agreement in connection with Services rendered under this Agreement.
- 1.10. **“Campaign Instructions”** are the details and campaign parameters regarding the delivery and execution of a Media Campaign including total Media Campaign budget, CPM or related pricing model, types of Advertising Inventory, the number of Impressions, flight dates, ordered Other Campaign Services, and other information relating to the Media Campaign as such instructions may be communicated electronically in the System, in a writing (e.g., insertion order) signed by the Parties, or

via another method as agreed by the Parties from time to time.

- 1.11. **“Content Owner”** means a third party that is making Customer Content available to Customer for the purposes of displaying Ads via an Ad Player.
- 1.12. **“CPM”** cost per one thousand impressions. A rate given as a CPM yields a total cost by dividing the number of Impressions by 1,000, then multiplying it by the CPM rate.
- 1.13. **“Customer Content”** For the purposes of this PDM, the definition in the Exhibit for On-demand Services and Managed 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.
- 1.14. **“Customer Data”** The definition in the Exhibit for On-demand Services and Managed Services is deleted in its entirety and, for purposes of this PDM, 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 a third party sales team, on behalf of Customer input into the On-demand Service, including but not limited to Advertising Inventory and Media Campaigns and (D) collected via the On-demand Services.
- 1.15. **“Customer Inventory”** means that Advertising Inventory that has been procured by Customer for the delivery of Media Campaigns.
- 1.16. **“Customer Partner”** means Content Owners, Publisher partners, data providers and third party sales teams or other entity that provides technology or service to or on behalf of Customer.
- 1.17. **“Customer Player”** means Customer Content and Ad players, developed by Customer for use on Customer Sites and applications.
- 1.18. **“Impressions”** means the number of times an Advertisement is served to, and received by, a visitor viewing Media Company’s Ad Inventory, as measured by Adobe.
- 1.19. **“Inventory Management Services”** has the meaning as set forth in [Section 2](#).
- 1.20. **“Media Campaign”** means one or more advertisements associated with a single brand, company, product, that may include a single idea or theme as part of a promotion of a product, service or brand.
- 1.21. **“Media Cost”** means, for Media Campaigns run through the System, the fees charged by Adobe for the Advertising Inventory used to deliver the Media Campaigns as such are priced in the System.
- 1.22. **“Other Campaign Services”** means those services associated with a Media Campaign, such as custom measurement studies, verification services, or creation of specialized Advertisement units, but excluding ad serving, data, hosting, and acquisition of Advertising Inventory.
- 1.23. **“Party” or “Parties”** refers to Customer and/or Adobe.
- 1.24. **“Publisher”** means any Content Owner that desires to allow a Customer to place Advertisements within their available Advertising Inventory, including but not limited to such inventory made available through IP based technologies on websites, mobile devices and/or televisions, and inventory acquired directly from a Publisher or through a network or exchange-based mechanism.
- 1.25. **“Recipient”** means any individual who receives and/or views Advertisements.
- 1.26. **“On-Demand Service(s)”** for purposes of this PDM means the Inventory Management Services.
- 1.27. **“System”** means Adobe’s collection of integrated servers, software and technology developed and licensed by Adobe through which the On-demand Services are provided and delivered.

2. DESCRIPTION OF THE SERVICES

a) Inventory Management Services. The Inventory Management Services are provided through the System and are used to provide a suite of services and capabilities for Advertising Inventory, including the creation and management of “marketplaces” for Advertising Inventory, insights and analysis of Advertising Inventory, optimization of the use of Advertising Inventory, and integration services to permit access to the Advertising Inventory in the System. The Inventory Management Services will enable Customer to plan, sell, and allocate/decision audience and/or content targeted Media Campaigns across Customer’s owned & operated and syndicated Advertising Inventory. The Inventory Management Services may include:

(i) Advertising Inventory placement set up, Advertising Inventory pricing configuration, approval of Media Campaigns, marketplace priority management, Advertiser/Creative Content approval, tag creation;

(ii) Revenue reporting and analytics, scenario planning for pricing, Media Campaign source analytics;

(iii) Quality measurement and optimization (e.g. “viewability”), and categorization (e.g. quality tiers) of Advertising Inventory, Advertising Inventory enhancement (e.g. panel based demographic targeting); and,

(iv) Integration with sources of Media Campaigns via open real time bidding or tag based demand.

The Inventory Management Services will be capable of supporting the following use cases as developed and made available by Adobe during the Term:

a. Media Campaign types, including:

i. Direct-sold, private fixed price/volume marketplaces, including but not limited to:

(a) Access to third party Demand Side Platform (“DSP”) demand clients, including ad approval;

(b) Access to third party Demand from selected technology partners including but not limited to agency campaign scheduling systems

(c) Future demand from Adobe End User’s Advertisers and third party platforms via standards such as but not limited to VAST/VPAID; and,

(d) Capability to export and / or surface ad inventory packages to or within third party platforms, or API’s).

ii. Private variable price/variable volume marketplaces that have the ability to invite Advertisers and set reserved price floors on a buyer-by-buyer basis across the following demand types:

(a) Access to third party demand from DSP demand clients, including ad approval; and,

(b) Access to third party Demand platforms including support for ad approval.

b. End User Data Activation capabilities that include:

(i) Ability to ingest audiences/segments from Adobe Audience Manager (“AAM”) or 3rd party Data Management Console for Customer to plan, forecast, sell, and target campaigns against Publisher proprietary data, Advertiser proprietary data and AAM custom/proprietary audiences; and,

(ii) Ability to ingest audiences/segments from third party DMP’s (other integration costs may be required)

(iii) Enable Customers to access and use data relationships and/or proprietary attributes, and cross-channel data.

b) Campaign Delivery Services.

1. The Campaign Delivery Services are provided through the System and are used to plan, execute,

traffic and deliver Media Campaigns on Advertising Inventory. Volumes of delivery shown in the System are estimates until delivered. Actual delivery of Media Campaigns will depend on market factors within the available Advertising Inventory at the time such Media Campaigns are delivered. Media Campaigns delivered on a “reserved” basis are delivered against a selected audience at a fixed price based on the Campaign Instructions. Subject to the type of delivery methodology selected (i.e., biddable or “reserved”), the Campaign Delivery Services may include:

- (i) Provision of forecasting and pricing estimates to meet various levels of targeting and volume and Recipient characteristics;
- (ii) Access to Advertising Inventory through the placement of bids and the use of bidding controls;
- (iii) Forecasting and pricing of proposals (i.e., RFP’s or briefs) to meet all levels of targeting and volume;
- (iv) Campaign management and optimization;
- (v) Third party tracking, rich media, post campaign scoring integration; and,
- (vi) Reporting.

2. The Campaign Delivery Services will permit Customer to leverage third-party audience-based inventory to assist in satisfying audience-targeted demand on such Customer or third party Advertising Inventory. Such capabilities will include:

- a. Media Campaign Types, including:
 - (i) Media Campaigns for delivery using only System Advertising Inventory; and,
 - (ii) Media Campaigns for delivery across Customer Advertising Inventory including owned and operated, syndicated and third party Advertising Inventory selected based on audience.
- b. Audience inventory (i.e., Advertising Inventory selected based on audience) options/capabilities, including:
 - (i) Access to public exchanges via Systems exchange seat on the exchanges, via Publisher’s or Customer’s exchange seat.
- c. Manage Customer’s Advertising Inventory including:
 - (i) Fixed Price (i.e., the price of the Advertising Inventory is a single amount), 100% fill deals (i.e., there is an obligation to buy all Advertising Inventory purchased by such Customer from the Publisher);
 - (ii) Fixed Price and / or pass back deals (i.e., the Customer is not obligated to buy all of the Advertising Inventory made available by a Publisher, but the Customer is permitted to return such Advertising Inventory to the Publisher); and,

3. Operational Requirements:

a) Inventory Management Services. The Customer may use the System to deliver Media Campaigns on Advertising Inventory. From time to time, certain technical modifications may be necessary to ensure the System operates as intended and Customers will cooperate with System to implement such modifications. Adobe will provide reasonable assistance to implement the System, however, the Customer is solely responsible for ensuring that the hardware, software, networks, systems and any third-party services used by its Publishers are compatible with the System.

b) Campaign Delivery Services.

- (i) Any Media Campaigns shall be processed in accordance with the instructions regarding the delivery of the Media Campaign as entered by Customer (“**Campaign Instructions**”) in the System to the extent such instructions are supported. Only upon the provision of the Assets (defined below) as provided below and the certification of the Campaign Instructions, which acceptance is signified by the Customer clicking the “LAUNCH” button within the System (or some other

element of assent) or the execution and delivery of an insertion order, shall Adobe be obligated to execute the Media Campaigns as set forth herein. Each set of Campaign Instructions and the terms of this agreement govern the delivery of any Media Campaign, even if another agreement or order is executed, including electronically with differing terms.

- (ii) Customer is responsible for the provision of Creative Content and any other materials related to such Media Campaign (“**Assets**”) subject to restrictions or other requirements of Publishers. Adobe receives the Assets as entered by Customer and Adobe assumes no liability for the Assets. Except for the placement of any required icons, Adobe will not edit or modify the submitted Assets in any way, including, but not limited to, resizing the Assets, without Customer’s approval. Adobe will use all Creative Content in strict compliance with this Agreement.
- (iii) Customer acknowledges and agrees that Adobe makes no guarantees regarding delivery, placement, or timing of Creative Content or Media Campaigns. “Makegoods” are not available for the delivery of any Media Campaign under this Agreement.

4. LIMITED LICENSE AND PROPRIETARY RIGHTS; USE OF SYSTEM

- (a) Subject to the terms and conditions of this Agreement, Adobe grants to Customer, and Customer accepts, during the Term of this Agreement, the limited, non-exclusive, non-transferable, non-assignable, revocable right and license to use the System solely in connection with activities relating to this Agreement and for the benefit of its affiliates; provided, however, that Customer may sublicense the Ad Technology to Publishers that Adobe authorizes to integrate with the System. The System is licensed to Customer and not sold. Customer may only use the System in accordance with the limited rights expressly granted in this Agreement. All rights not expressly granted herein are RESERVED to Adobe. Customer must use the System only in accordance with instructions provided by Adobe, and only in accordance with Adobe’s standard security procedures, as communicated to Customer by Adobe.
- (b) Customer will be permitted to access and use the System or Services only by means of a unique password chosen by Customer. It is Customer’s responsibility to protect the password (including those issued to Advertisers), and to ensure that it is used only in a manner that is consistent with this Agreement. Customer may access and use the System only for the purposes of:
 - (i) obtaining reports of data related to the delivery of Advertisements by the Service,
 - (ii) designating factors for the delivery of Advertisements to Recipients and Customer Content in a Customer Ad Player;
 - (iii) loading and storing Advertisements for delivery by the Service;
 - (iv) projecting Advertisements inventory, such as video advertising streams, that might be available through the Service;
 - (v) forecasting and tracking Advertising Inventory. In addition to the foregoing license rights, if Customer is accessing the System to deliver a Media Campaign using exchange-based Advertising Inventory, Customer is authorized to access and use the System, only for the purposes of designating and controlling bid prices for Advertising Inventory desired for a Media Campaign;
 - (vi) setting parameters for Media Campaign budgets, including total and daily Media Campaign spending allocations; and,
 - (vii) selecting available Advertising Inventory, targeting parameters, sources of available data to be part of a Campaign Instruction.
- (c) Customer’s access to and use of the System may be further defined by Adobe from time to time at its reasonable discretion based upon the nature of the Service being provided to Customer and whether the Service, or certain of its components, are being managed by Adobe on behalf of Customer.

- (d) The System and Service may not be used to traffic or deliver (and Adobe shall have no obligation to traffic or deliver) any Advertisements that promotes, references or has links to: (i) false, misrepresentative, libelous, defamatory, pornographic, obscene, or otherwise inappropriate material, (ii) software piracy (warez, cracking, etc.), hacking, phreaking, emulators, ROM's, or illegal MP3 activity; (iii) illegal activities, deceptive practices or violations of the intellectual property or privacy rights of others, or (iv) content promoting the abuse of drugs and/or alcohol(v) or that in Adobe's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order.
- (e) As between the Parties, Adobe is the sole and exclusive owner of the entire right, title and interest in and to the System, including all software, databases exclusively related to the System and the Service (excluding Customer Data) and other aspects and technologies related to the System and Service, and any enhancements thereto and any materials provided to Customer by Adobe. Customer does not have the right to re-sell, re-use, or duplicate the System, nor any of its components, at any time. Customer shall not try to de-compile, re-compile, disseminate, re-construct, copy, create derivative works, misuse, or abuse the System, or any components thereof at any time.

5. ADVERTISEMENTS; CUSTOMER DATA; CUSTOMER INVENTORY

- (a) As between Customer and Adobe, Customer is the exclusive owner of the entire right and title to any kind of Advertisements provided by Customer, such as, trademarks, pictures, messages or domain names, and is solely responsible and liable for such Advertisements, and to the Customer Data provided by Customer to Adobe.
- (b) Customer is solely responsible for the acquisition, use, and quality of the Customer Inventory, including the payment thereof, and for the compliance of each Customer Ad Player, Content Owner or Customer Partner supplying Customer Inventory with the following requirements:
 - (i) the conspicuous placement and maintenance of a privacy statement that complies with applicable law and, at a minimum, includes disclosures on the type(s) of data collected from users, the use of any such data and the types of technologies used to collect such data (e.g., cookies, pixels or other similar technologies);
 - (ii) the provision of a brief explanation within the privacy statement explaining that it works with third party advertising service providers and allows such third parties to target and serve Advertisements, and use cookies, pixels or other similar technologies to collect non-personally identifiable data for use in connection with the delivery of such Advertisements;
 - (iii) to the extent the Customer Ad Player is on a web site, the inclusion of a conspicuous link within its privacy policy to a consumer opt out page that permits a user to control their online behavioral advertising preferences (e.g., the Network Advertising Initiative's (NAI) consumer opt-out page located at http://www.networkadvertising.org/managing/opt_out.asp, or the IAB-EU page at <http://www.youronlinechoices.com>); and,
 - (iv) if required by applicable law, the provision of a mechanism to ensure that customers provide their consent to the Publisher's processing of other personal data in connection with this Agreement, or for any other mechanism (e.g., cookies) to ensure that such processing is made legitimate.
- (b) Customer grants to Adobe a limited, nonexclusive, nontransferable (except as otherwise permitted herein), license to use the Advertisements, Customer Data and Customer Inventory as contemplated by this Agreement. Adobe may not use Advertisements, Customer Data, or Customer Inventory for any purpose other than for the delivery of Media Campaigns in accordance with the terms of this Agreement or any Campaign Instructions provided by Customer to Adobe.

6. CUSTOMER'S OBLIGATIONS

- (a) Customer accepts full liability for all Campaign Instructions communicated to Adobe through the System, including instructions incorrectly set in the System by Customer and the selection of Advertising Inventory,

and is liable for all financial obligations as each Set of Campaign Instructions that has been executed is a binding, legal obligation of Customer.

- (b) Customer shall obtain all necessary permissions, including any licenses, consents, waivers, and/or rights from Advertisers, Publishers, or any other third party involved in the creation or provision of the Advertisements, Customer Data, or Customer Inventory that is required to permit or authorize Adobe to deliver the Advertisements, use the Customer Inventory, and deliver Media Campaigns in accordance with the Campaign Instructions.
- (c) Customer shall promptly inform Adobe via email or other mechanism of any problems with the Service or the System and any methods by which those problems were resolved, and to communicate promptly to Adobe any and all modifications, design changes or improvements of the Service or the System suggested by any Advertiser, Publisher, employee or agent. Related to the foregoing, Customer further agrees that Adobe shall have a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to any such suggested modifications, design changes, or improvements of the Service or the System, without the payment of any additional consideration therefore either to Customer or its employees, agents, or Publishers or Advertisers.
- (d) Customer is responsible for obtaining and maintaining any equipment and ancillary services needed to connect with, access or otherwise use the On Demand Services, including, but not limited to, modems, hardware, servers, software, operating systems, networking, web servers, long distance and local telephone service (collectively "Equipment"). Customer shall ensure that the Equipment complies with all configurations and specifications set forth in the manuals relating to the System.
- (e) Except as otherwise authorized in writing by Adobe, Customer shall not allow any Advertiser to use the Service or the System directly (other than for the purpose of accessing campaign statistics with a unique login identification and password).
- (f) Customer shall not disseminate to any third party, from any source, performance information or analysis relating to the Service or System, except to the extent related to the performance of a Media Campaign.
- (g) In addition to and without in any way limiting Customer's other obligations hereunder, Customer shall use all methods to protect Adobe's rights with respect to the Service and the System as it uses to protect its own or any third party's services, software, confidential information or rights of a similar nature.

7. USE OF DATA; PRIVACY

- (a) Subject to the restrictions below, Customer shall have the right to use all data derived from Customer's use of the Service for any purpose related to Customer's business; provided however, that Adobe is not obligated to disclose site specific impression data, or other data that would permit Customer to build Recipient segments or profiles based off of data provided by Adobe or its Partners. Customer shall own all Customer Data and grants Adobe a right to use such data solely for the purposes of providing the System and On Demand Services without cost or expense.
- (b) Adobe has the right to use and disclose data derived from Customer's use of the Service solely consisting of non-personally-identifiable data regarding Recipients for the following purposes: (i) for general reporting purposes in an aggregate manner which does not identify Customer or any Advertiser, including the compilation of statistics about the On Demand Service, such as the total number of ads delivered, that may be provided to existing and potential customers, and/or to the public; (ii) excepting Customer Data, for scheduling and optimization of delivery of Advertisements across all campaigns, including web sites, networks, and any other Customer Ad Player that Adobe reaches, and (iii) if required by court order, law or governmental agency.
- (c) Customer shall not (i) associate cookies, web beacons, or other tracking mechanisms ("**Tracking Technology**") in a manner that links or associates Recipients with Adobe, the On Demand Services, the System, a Publisher, or Customer Ad Player; (ii) drop or place cookies without first notifying Adobe, and no cookies shall be dropped or placed until after the parties have agreed on a plan or process to bring such proposed activity into compliance with local law and practice as well as Publisher requirements; or (iii) use

any technology or device (e.g., Flash cookies or local shared objects) to recreate, respawn, or re-enable Tracking Technology that has been deleted or disabled by a user.

(d) With respect to the Customer Data, for itself and on behalf of the Advertisers:

- (i) Customer or Advertiser is the sole owner or licensee of intellectual property and other rights in the Customer Data;
- (ii) the Customer Data does not include any personal data as defined under applicable law (e.g., the Data Protection Directive (95/46/EC));
- (iii) Customer or Advertiser provided any and all required notice and disclosure, including notice about use of cookies and other privacy disclosures, to individuals whose data is included in the Customer Data;
- (iv) the Customer Data was collected in compliance with all applicable law, rules, regulations and industry self-regulatory guidelines and principals (including the DAA Self-Regulatory Principles where applicable); and,
- (v) Customer and Advertiser have all necessary permits, licenses, and clearances to use the Customer Data, including providing Adobe with the right to use the Customer Data as contemplated by this Agreement, and that such use shall not violate or infringe any intellectual property or other rights of any third parties, including, but not limited to, personal privacy rights or rights of any individual.

(e) ADDITIONAL REPS AND WARRANTIES

- (i) Customer represents and warrants that (i) Advertisements delivered to Adobe on Customer's behalf shall not be misleading, deceptive, defamatory, discriminatory, fraudulent, obscene, unethical, or illegal, and (ii) Customer is the agent of the Advertiser or Client and has full authority to bind such Advertiser or Customer's end users to the terms of this Agreement or any Set of Campaign Instructions.