



Adobe PDM - Adobe Target (2014v1)

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

Adobe Target – Product and Service Descriptions

The Adobe Target Product and Services described below are cloud-based digital marketing solutions that provide Customer with a set of optimization and personalization applications, enabling Customer to optimize visitor interactions on its Customer Sites and leverage data to automate personalization. Customer shall have online access to performance reports via an on-demand reporting system, which may be accessed via discrete log-in(s) and password(s).

1. Adobe Target Standard

- 1.1 **License Metrics.** Adobe Target Standard is licensed per bundle, for unlimited use on the Named Domains.
- (A) **Description.** Adobe Target Standard includes the following primary components and functionality: Testing and Targeting Essentials (A/B testing and rules-based targeting guided workflow); and Embedded Professional Services.
- (1) Description of Embedded Professional Service. During the first 12 months of the License Term Adobe Professional Services will engage in an Adobe Target Standard Enablement service to assist the Customer in use of the Adobe Target Standard interface. Services provided may include: phone or web-based enablement sessions delivering best practices for the Adobe Target Standard environment; assisting Customer to create and run up to five A/B tests within each quarter of this service; or reviewing with Customer test results for the chosen primary success metric for each A/B test.
- (a) Customer Requirements. During the term of the Embedded Professional Services, Customer will be required to: select one person who will engage with Adobe Professional Services for this offering; choose one test type (e.g. swap text/imagery or hide/show existing page elements) from Top 10 Industry List provided by Adobe; specify one success metric and alternate recipe per test; provide all required assets (Imagery, HTML, CSS, custom JavaScript, etc.) to run the test; and set up the required Adobe Target code in advance, set up any additional metrics and recipes, perform QA, and launch the tests.
- (b) Limitations. Adobe Professional Services will be performed remotely by Adobe. Hours or Services are only for use with this purchase of Adobe Target Standard during the initial 12 months of the License Terms and are not interchangeable with any other Adobe Professional Services project. The Embedded Professional Services included with Adobe Target Standard are only for the initial 12 months of the initial License Term. If the License Term for Adobe Target Standard exceeds 12 months or is renewed then Embedded Professional Services will not be included for any months beyond the initial 12 months of the initial License Term.

1.2 Additional License Grant, Limitations and Use Restrictions

- (A) **License Grant from Adobe.** Notwithstanding any License Grant from Adobe to Customer contained in this Agreement, subject to all other terms of this Agreement and Customer's payment of the fees, Adobe grants Customer, during the License Term, a non-transferable, non-exclusive, and worldwide license to Customer to use of Adobe Target Standard only on the Named Domain(s) identified in the Sales Order. If a Named Domain is not identified in the Sales Order or in an alternate written document fully executed between the parties and attached to this Agreement, then Adobe grants Customer a license to use Adobe Target Standard only on the Root Domain (and related Subdomains) that contains the Customer's name as the second-level domain (e.g. *exampleinc.com*).
- (B) **License Grant from Customer.** During the License Term, Customer additionally grants Adobe and its Affiliates a non-exclusive, worldwide, royalty-free license to generate Page View reports from the Adobe Target Java Script implemented on Customer Sites, solely to the extent necessary to provide reports to Adobe on Total Annual Page View Traffic and enforce its rights under this Agreement.

(C) **Customer Implementation of Adobe Target Java Script Library.** Customer must install a minimum of one Adobe Target Java Script Library on every webpage or application within the scope of the Named Domain(s), regardless of whether Adobe Target Standard functionality is being used on the individual webpage or application.

(D) **Annual Page View Traffic**

(1) **Initial Estimated Annual Page View Traffic.** The estimated Annual Page View Traffic for the Named Domains will be identified in the Sales Order or a supplemental document as may be mutually agreed to by the parties. Customer's flat fee pricing for annual unlimited use of Adobe Target Standard on the Named Domain(s) is established from this estimated Page View Traffic.

(2) **Increases of Annual Page View Traffic.** After each 12 month period of the License Term, including any renewal thereafter, Adobe will review the actual Page View traffic across the Named Domains and if Customer's actual Page View Traffic increases by 15% over the initial estimated Annual Page View Traffic or the prior year's Annual Page View Traffic then Adobe may revise the Estimated Annual Page View Traffic for subsequent years in the License Term to match the Actual Page View Traffic and increase the flat fee for the remainder of the License Term in proportion to the increased revised Estimated Annual Page View Traffic. Customer will be responsible to pay any excess fees as a result of an increase in the Estimated Annual Page View Traffic in accordance with the billing terms in the Agreement. Customer will not receive any credit, reduction in flat fee, or revision of the Estimated Annual Page View Traffic when the Actual Page View Traffic for any 12 month period is below the Estimated Annual Page View Traffic for any prior year.

2. Adobe Target Classic

2.1 **License Metrics.** Adobe Target Classic is licensed per Adobe Target Server Call.

2.2 **Description.** Adobe Target Classic includes use of the following primary components and functionality: advanced testing and targeting (A/B and multivariate testing, rules-based targeting, and geo-targeting); automated behavioral targeting; and recommendations.

3. Adobe Search&Promote

3.1 **License Metrics.** Adobe Search&Promote usage is licensed and measured per Adobe Search & Promote Server Requests.

3.2 **Description.** Adobe Search&Promote provides Customer with website search and navigation functionality.

3.3 **Product/Service Limitations and Use Restrictions.**

(A) Adobe Search&Promote is not available for licensing or use in Japan.

(B) Customer's use of Adobe Search&Promote is subject to limitations on the index size and the volume of traffic to Customer Sites, and such limits are set forth in the applicable Sales Order. Index size is measured by the number of products indexed from Customer's product catalog and/or indexed web pages comprising the total possible number of search results. Traffic volume is measured by number of Search&Promote Server Requests.

(C) Fees for Adobe Search&Promote, including applicable over-usage costs for index size and Search&Promote Server Requests, are set forth in the Sales Order.

Additional Terms

4. **Support.** Adobe provides 24x7x365 unlimited access to Adobe Client Care for a maximum of 5 named Customer technical support contacts. Support includes: Live Phone, Chat, and Email Support from Adobe Client Care; access to the Online Interface for Support Issue Management, access to the Searchable Knowledge Base; and access to the On-demand Training Modules.

5. **Data Retention.** Notwithstanding any clause to the contrary in the On-demand Exhibit, the following Customer Data for Adobe Target may be permanently deleted from Adobe's servers:

5.1 visitor profile data that is collected by Adobe Target Java Script Libraries for use with Adobe Target functionality may be deleted after 90 days; and

5.2 site activity data, which is data related to the use of the Adobe Target functions, features, and campaigns, may be deleted after 12 months.

6. Additional Definitions

- 6.1 **“Adobe Search&Promote Server Request”** means any request made to the Adobe servers that originates from:
- (A) an external service making a direct call; or
 - (B) a request made due to keyword searches submitted from a search box on the Customer Site(s), navigation links in the search results pages, or links to Adobe Search&Promote results embedded in the Customer Site(s).
- 6.2 **“Adobe Target Java Script Library”** means an Adobe Target java script library or class (e.g. target.js or mbox.js) installed on the Named Domain webpages or applications.
- 6.3 **“Adobe Target Server Call”** means each call to an Adobe server from an Adobe Target JavaScript Library or Adobe Target JavaScript function. When Adobe Target JavaScript Libraries and JavaScript functions are referenced on a single webpage, application, or email, each Adobe Target JavaScript Library and each function will create separate calls to Adobe servers, which results in separate Adobe Target Server Calls being incurred.
- 6.4 **“Annual Page View Traffic”** means the sum of the Page Views during a 12 month period.
- 6.5 **“CPMM”** means the cost per million.
- 6.6 **“Domain”** means an Internet Protocol (IP) resource, such as Computer hosting a web site, the web site itself or any other service communicated via the Internet. Domain names must be formed by the rules and procedures of the Domain Name System (DNS) and registered with the DNS.
- 6.7 **“Named Domain”** means a Domain identified in the Sales Order as the Domain where services are licensed to be used and may include one or more of the following named domain types:
- (A) **“Root Domain”**: The combination of the top-level domain (i.e. com, net, or org) combined with the second-level domain (i.e. the domain to the left of the top level domain) is the root domain (e.g. *exampleinc.com*). If only the root domain is identified in the Sales Order then all Subdomains and Subfolders of the root domain are included within the scope of the Named Domain.
 - (B) **“Subdomain”**: The combination of a Root Domain with a third-level domain, included to the left of the root domain, is a subdomain (e.g. *sample.exampleinc.com*). Additional lower-level subdomains (fourth-, fifth-, etc.) can be added to the left of the subdomain to create additional subordinate subdomains. The specific subdomain identified in the Sales Order and any additional subordinate domains of the subdomain, whether such subordinate subdomains are identified or not, are included as Named Domains for the purposes of this Agreement; i.e. the fourth-level subordinate subdomain of *extra.sample.exampleinc.com* would be a Named Domain although not identified, so long as *sample.exampleinc.com* was identified as a Named Domain.
- 6.8 **“Page View”** means a single view of a mobile or browser application, email, or web page of an internet site, including application screen views, application screen states, mobile web pages, and social network pages. Page views occur each time a web page is loaded or refreshed on Named Domain(s), an application is loaded, or when targeted content renders or is shown through an opened or viewed email.
-