Adobe PDM - Adobe Target (2015v1)

The Products and Services described in this Product Description and Metrics ("PDM") are subject to the General Terms, Exhibit for On-demand Services and Managed Services, this PDM and the applicable Sales Order.

PRODUCT SPECIFIC LICENSING TERMS

1. **Product Specific Licensing Terms.** This section 1 applies only to the Adobe Target Standard and Adobe Target Premium Products and Services.

   1.1 **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.

   1.2 **Customer Implementation of Adobe Target Java Script Library.** Customer must install a minimum of one Adobe Target Java Script Library on every webpage of each of the Customer Sites where Adobe Target Standard or Adobe Target Premium is deployed.

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

   2.1 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

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

PRODUCT SPECIFICATIONS

Adobe Target – Product and Service Descriptions

The Adobe Target Services packaging and technology options 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 will 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 Metric.** Adobe Target Standard is licensed per total Annual Page View Traffic on Customer Sites where Adobe Target Standard is deployed.

   1.2 **Description.** Adobe Target Standard includes the following components and functionality in the Target section of the Adobe Marketing Cloud user interface: A/B testing, Multivariate Testing (MVT), rules-based targeting, and geo-targeting. In addition, Adobe Global Services ("AGS") will configure up to five tests per quarter for the first year, as further described and detailed in the Sales Order.

2. **Adobe Target Premium**

   2.1 **License Metric.** Adobe Target Premium is licensed per total Annual Page View Traffic on Customer Sites where Adobe Target Premium is deployed.

   2.2 **Description.** Adobe Target Premium includes the following components and functionality in the Target section of the Adobe Marketing Cloud user interface: Automated Personalization & Recommendations, A/B testing, Multivariate Testing (MVT) rules-based targeting, and geo-targeting. In addition, AGS will

configure up to five tests per quarter for the first year, as further described and detailed in the Sales Order.

3. **Annual Page View Traffic.** This section 3 applies only to Adobe Target Standard and Adobe Target Premium Products and Services.

   3.1 <u>Initial Estimated Annual Page View Traffic.</u> The initial estimated Annual Page View Traffic volume for Customer Sites on which Adobe Target Standard or Adobe Target Premium will be deployed during the License Term will be specified in the Sales Order. Customer's flat fee pricing for Adobe Target Standard or Adobe Target Premium is established from this estimated Page View Traffic.

   3.2 <u>Increases of Annual Page View Traffic.</u> After each 12 month period of the License Term, including any renewal thereafter, Adobe will review the actual Annual Page View Traffic across Customer Sites where Adobe Target Standard or Adobe Target Premium is deployed, and if Customer's actual Annual Page View Traffic is higher than the initial estimated Annual Page View Traffic or the prior year's Annual Page View Traffic, then Adobe will revise the estimated Annual Page View Traffic for subsequent years in the License Term to match the Actual Page View Traffic and increase the annual flat fee for the remainder of the License Term in proportion to the increased revised Estimated Annual Page View Traffic. 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.

4. **Adobe Search&Promote**

   4.1 **License Metric.** Adobe Search&Promote is licensed per Adobe Search&Promote Server Requests.

   4.2 **Description.** Adobe Search&Promote provides Customer with on-site search, faceted navigation, and search-based merchandising functionality.

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

   (A) Customer's use of Adobe Search&Promote is subject to limitations on the index size and the number of Search&Promote Server Requests 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.

   (B) 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.

5. **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.

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 webpages or applications for the Customer Sites where Adobe Target Standard or Adobe Target Premium is deployed.

   6.3 **"Annual Page View Traffic"** means the sum of the Page Views during a 12 month period.

   6.4 **"Mobile App"** means application software designed to run on a mobile device, such as a smartphone or tablet computer.

6.5   "**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, an application is loaded, or when targeted content renders or is shown through an opened or viewed email.