ADOBE PDM – Digital Publishing Services (2015v1)

The On-demand Services described in this PDM are governed by the General Terms, the Exhibit for On-demand Services and Managed Services, this PDM, and the applicable Sales Order. As used in this PDM On-demand Service means Digital Publishing Solution and Digital Publishing Suite, which are On-demand Services for enterprise publishers, corporations, ad agencies, educational institutions and governments that wish to deliver mobile app experiences.

PRODUCT SPECIFIC LICENSING TERMS

1. **Additional Definitions**

   1.1   "**Application(s)**" means Customer-branded Authorized Viewer intended to display a Project to Customer's users that is either (A) submitted to an App store supported by Digital Publishing Services; (B) in use within Customer's organization solely for the benefit of Customer; and/or (C) distributes Customer Content through the Web Viewer.

   1.2   "**Authorized Viewer**" means a viewer application that is authorized by Adobe to display .folio file content for Digital Publishing Suite and .article file content for Digital Publishing Solution for any then-currently supported platforms. Authorized Viewer also includes any Adobe-branded viewer applications.

   1.3   "**Customer Content**" means, in addition to the definition stated in the Exhibit for On-demand Services and Managed Services, Customer's publications or materials generated by or distributed using the Digital Publishing Services intended for use with a Testing Application, Application, the Authorized Viewer, including without limitation the files in Adobe's proprietary file format for Digital Publishing Suite (".folio") and for Digital Publishing Solution (".article").

   1.4   "**Digital Publishing Services**" means (A) Digital Publishing Solution; (B) Digital Publishing Suite; (C) Distributed Code; and (D) any mobile device applications configured through Digital Publishing Solution and/or Digital Publishing Suite.

   1.5   "**Digital Publishing Solution**" means the On-demand Services that allows Customers to generate and distribute mobile applications with Customer Content as accessed through http://publish.adobe.com (or other URLs specified by Adobe).

   1.6   "**Digital Publishing Suite**" means Adobe's Digital Publishing Suite, the precursor to Digital Publishing Solution that allows Customers to generate and distribute mobile applications with Customer Content as accessed through http://digitalpublishing.acrobat.com (or other URLs specified by Adobe).

   1.7   "**Fulfillment**" means each completed fulfillment or distribution of Customer's digital publications (such as .folio files) or designated section of such publication to an Authorized Viewer across supported platforms and devices. If Customer enables the functionality to distribute certain sections within the publication, as designated by Customer, then the publication is deemed to have been completely fulfilled (e.g., a Fulfillment has occurred) when such designated section is fulfilled or distributed to an Authorized Viewer. However, the fulfillment or distribution of other sections within such publication is not considered as an additional Fulfillment.

   1.8   "**Fulfillment Bundle**" means the available bundle of Fulfillment stated in Adobe's then current fee schedule.

   1.9   "**Project**" means (A) for Digital Publishing Solution, a Customer created repository intended to deliver Customer Content to an Authorized Viewer; and (B) for Digital Publishing Suite, a set of Digital Publishing Suite accounts to deliver a single body of Customer Content to Authorized Viewers.

   1.10   "**Reports**" means, in addition to the content described in the Exhibit for On-demand Services and Managed Services, Customer Data provided by the Authorized Viewer, when such functionality is enabled.

   1.11   "**Territory**" means territory or region where Customer (A) obtains, uses, or accesses the Distributed Code and Digital Publishing Services from Adobe; (B) Customer delivers Customer Content; or (C) as otherwise stated in the applicable Sales Order; in each case (A), (B) and (C), unless the laws, regulations or codes of

the territory or region prohibits the use of any component of the Digital Publishing Services. Unless otherwise stated in a separate addendum, **the People's Republic of China is expressly excluded from "Territory".**

1.12   "**Testing Application**" means a Customer-branded Authorized Viewer intended to display a Project only for internal testing and development purposes.

1.13   "**Web Viewer**" means an internet browser-based version of the Application.

2.   Additional Restrictions Related to On-Demand Service and Managed Services

2.1   **Digital Publishing Services**. During the License Term and subject to Customer's compliance with this Agreement, Customer may use and access Digital Publishing Services within the Territory for the sole purposes of (A) testing and developing Applications; (B) testing and developing Testing Applications; and (C) publishing and distributing the Customer Content with Applications (up to the maximum number and for the purposes as stated in the Sales Order)*.*

2.2   **Application and Testing Applications**

(A)   **Distribution License for Applications**. During the License Term and subject to Customer's compliance with the Agreement, Customer may distribute the Application(s) in the Territory (up to the maximum number and for the purposes as stated in the Sales Order) to end users on all platforms then-currently supported by the Digital Publishing Services.

(1)   If Customer has a valid license to Digital Publishing Suite under the Application model, Customer may develop and distribute Applications generated by Digital Publishing Suite, Digital Publishing Solution or both within the Territory up to the maximum number stated in the Sales Order (if so stated) for then-currently supported platforms (e.g., if Customer previously purchased a license to two Digital Publishing Suite-generated Applications, then Customer could distribute (a) two Digital Publishing Suite- generated Applications; (b) two Digital Publishing Solution generated Applications; or (c) one Digital Publishing Suite- generated Application plus one Digital Publishing Solution generated Application; but for (a), (b) and (c) in no event would Customer be permitted to distribute more than two Applications). One Application may run on multiple platforms (e.g., iOS and Android) if it includes the same Customer Content.

(2)   Once Customer makes an Application available to end users and if Customer then stops making that Application available, then Customer is prohibited from launching a substitute Application without prior written agreement from Adobe and Customer may be required to pay additional fees and agree to additional terms.

(3)   Customer remains liable for any obligations or liabilities to Adobe arising or resulting from the acts or omissions in breach of these terms and conditions by Customer's distributors.

(B)   **Testing Applications Limitations.** Testing Applications may only be used for development and testing purposes. Customer may distribute any Testing Application only for internal non-production use by the Customer.   Customer must stop distribution of any Testing Application 60 days from the date of first distribution of that Testing Application to an internal end user (unless Adobe agrees in writing to a longer distribution period).   Customer is prohibited from submitting any Testing Application to any device app "store" or marketplace and/or distributing any Testing Application internally for productive level use.

(C)   **Customer EULA**. Customer will ensure that each Application and Testing Application is distributed to or made available to the end users under an enforceable end user license agreement in favor of Customer and its licensors containing at least the following terms: (A) a prohibition against distribution and copying; (B) a prohibition against making modifications or derivative works; (C) a prohibition against decompiling, reverse engineering, disassembling, and otherwise reducing the software to a human perceivable form; (D) a provision indicating Customer's (and its licensors') ownership of the software; (E) a disclaimer of indirect, special, incidental, punitive, and consequential

damages; (F) industry standard disclaimers and limitations, such as a disclaimer of all applicable statutory warranties, to the fullest extent allowed by law, a limitation of liability not to exceed the price of the Application, and a provision that the end user's sole remedy is return and refund of any pre-paid fees from Customer; (G) terms and conditions notifying the end user of any restrictions including but not limited to the reporting of abuse, copyright infringement, and any other violations related to Customer Content; and (H) for Testing Applications, a prohibition against using the Testing Application for commercial purposes, or using the Testing Application longer than 60 days.

(D) **Upgrades**. Customer must use reasonable efforts to update the Application with any updates or upgrades to the Distributed Code and Digital Publishing Services provided to Customer by Adobe within a reasonable period of time after Customer first receives the applicable update or upgrade. By not migrating to the latest updates or upgrades (A) components of the Digital Publishing Services may not continue to effectively operate on the user's device (e.g., due to a change or update to the operating system on the user's device); and (B) Applications may not function and Customer may have to plan and create new Applications.

2.3 **Agency License**. If Customer is an agency and if expressly permitted in the Sales Order, then Adobe grants to Customer a non-exclusive right to create and distribute Applications and Customer Content on behalf of Customer's clients pursuant to this PDM and the terms at http://wwwimages.adobe.com/content/dam/Adobe/en/legal/terms/enterprise/pdfs/PUBLISHAGENCYTERMS-2015JUN16 (or other URL provided by Adobe).

2.4 **Device-Specific Programs**. Customer is responsible for enrolling in any device-specific developer programs and is responsible for any fees or expenses related to such developer systems. Customer is also responsible for completing any application submission process, including but not limited to the payment of associated fees, required for Customer's Applications to appear on the specific device app "store" or marketplace.

2.5 **Third-Party Fees and Expenses**. Customer's ability to access the Digital Publishing Services may require payment of third-party fees (such as telephone toll charges, mobile carrier fees, ISP, data plan, etc.). Customer is responsible for payment of any and all fees or expenses related to the procurement of SSL certificates or similar credentials required for Customer's submission of the Application (i.e. such as Customer's submission of its Application to third party app stores and marketplaces) in connection with its use of the Digital Publishing Services.

2.6 **Reports**. Adobe may generate reports (A) from Digital Publishing Suite solely to ensure that Customer is in compliance with its Fulfillment limits; and (B) from Digital Publishing Solution solely to ensure that Customer is in compliance with (1) the number of Applications permitted in the Sales Order (if so stated); and (2) the purposes and limitations for the Applications set forth in the Sales Order.

2.7 **Web Viewer**. Customer may not embed the Web Viewer in an iFrame (or equivalent) without using the library associated with the Web Viewer. Customer may not reverse engineer or modify any library associated with the Web Viewer.

2.8 **Notice and Takedown**. Customer agrees that it will only make Customer Content available that originates with and/or is licensed by Customer for distribution by Customer and does not violate any applicable law or regulation. It is Customer's sole responsibility to manage any reports of violations reported to Customer (including without limitation privacy notice violations and takedown requests under the applicable law).

2.9 **Use Restrictions**. Customer must not (A) introduce a virus, worm, Trojan horse, or other harmful software code or similar files that may damage the operation of a third party's computer or property or information; (B) use the Digital Publishing Services in any manner that could damage, disable, overburden, or impair any Adobe server, or the network(s) connected to any Adobe server or interfere with any other party's use and enjoyment of the Digital Publishing Services; (C) attempt to gain unauthorized access to Digital Publishing Services, materials, other accounts, computer systems or networks connected to any Adobe server or to the Digital Publishing Services, through hacking, password mining, or any other means; (D) engage in any systematic extraction of data or data fields, including without limitation email

addresses; (E) disclose, harvest, or otherwise collect information, including email addresses, or other private information about any third party without that party's express consent; (F) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (G) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless Customer owns or controls the rights thereto or has received all necessary consent to do the same; (H) upload or share any Customer Content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, or hateful; or (I) reverse engineer .folio files and/or .article files directly output from any Adobe-branded application or service.

2.10 **Fulfilment.**

(A) If Customer is currently licensing Digital Publishing Suite on a Fulfillment model, then these terms apply only to Digital Publishing Suite and not to Digital Publishing Solution.

(1) Unless otherwise set forth in an applicable Sales Order, any unused Fulfillments expire 1 year from the License Term Start Date identified in the applicable Sales order and does not carry over and is are not valid for any other purpose past the end of such year.

(2) Customer may track Customer's available Fulfillments through the Digital Publishing Portal. "**Digital Publishing Portal**" means the singular launch point for Customers to use and access Digital Publishing Suite. If at any time Customer's Fulfillment number is zero (i.e., there is no available Fulfillment; such event is referred to as ("**Fulfillment Renewal**")), then Adobe may advance additional Fulfillments or Fulfillment Bundles pursuant to the then-current fee schedule during a Grace Period determined at Adobe's sole discretion (typically the "**Grace Period**" would be 30 days). Such advancement of Fulfillments is effective as of the date that Fulfilment Renewal occurs and not the date or advancement or purchase. Customer must purchase additional Fulfillment Bundles pursuant to the current fee schedule prior to the end of the Grace Period so that the total available Fulfillments is more than zero. These additional Fulfillment Bundles expire on the 1st anniversary of the date of Fulfillment Renewal. Any advancement during the Grace Period will be deducted from these additional Fulfillment Bundles. Customer is solely responsible and liable for any outstanding payments and fees related to Fulfillment Renewal, including without limitation fees for advancing Fulfillments or Fulfillment Bundles to Customer during the Grace Period. Upon Customer's failure to make payment as stated in this Agreement, Adobe may (1) suspend publication of folios; (2) restrict Fulfillments; (3) suspend Fulfillments; and/or (4) terminate Customer's account. This Section 2.11(A)(2) does not apply to Customers based in Russia.

(B) The Fulfillment limitations do not apply to Digital Publishing Solution Applications.

2.11 **Font Software**. For any Adobe font that is identified as "available for licensed Digital Publishing Suite users" or "available for licensed Digital Publishing Solution users" on Adobe's website at [www.adobe.com/type/browser/legal/additional_licenses.html (or other URL provided by Adobe)](www.adobe.com/type/browser/legal/additional_licenses.html), Customer may embed copies of such font software into Customer Content solely for the purpose of distributing such embedded font in Adobe's proprietary file format for Digital Publishing Suite (".folio file") or Digital Publishing Solution (".article file") that is made available to end users for viewing purposes only as part of the Application. No other embedding rights are implied or permitted under this license.

2.12 **Termination.** Adobe may at any time terminate this PDM and Customer's access to the Digital Publishing Services and Distributed Code if (A) Adobe is required to do so by law (for example, where the provision of the Digital Publishing Services or Distributed Code to Customers is, or becomes, unlawful); or (B) if it becomes impractical for Adobe to continue offering Digital Publishing Services in Customer's region due to change of law.

2.13 **Support.** Adobe provides 24x7x365 unlimited access to Adobe Client Care for a maximum of 5 named Customer technical support contacts. Support includes: Live Phone 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 On-demand Training Modules.

3. Customer Content

3.1 Adobe will not remove Customer Content that Adobe hosts on Customer's behalf until (A) Adobe is put on actual notice that such content violates the law; (B) Customer fails to remove the Customer Content after Adobe provides Customer a reasonable opportunity do so. Upon Customer's failure to remove unlawful Customer Content within a reasonable time following notice, Adobe has the sole discretion to determine whether to remove the Customer Content stated in the notice or suspend or terminate Customer's license to access and use the Digital Publishing Services.

3.2 If Customer Content includes files in the .folio format for Digital Publishing Suite or .article format for Digital Publishing Solution, then Customer may only distribute and Adobe is only obligated to fulfill such content through Authorized Viewer or for .folios, a licensee of the .folio specification. Customer may not distribute the files in (A) .folio format to a third party (other than to an Adobe licensee of the .folio specification) for the purpose of creating a viewer to such file format, distributing such file through the third-party viewer, or otherwise circumvent any digital rights management related to such file or the Distributed Code; and (B) .article format to a third party for the purpose of creating a viewer to such file format, distributing such file through the third-party viewer, or otherwise circumvent any digital rights management related to such file or the Distributed Code.

3.3 Customer must not provide Adobe with any Customer Content and Customer Data, or any other materials that: (A) infringe any third party's Proprietary Rights; (B) violate any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and email/spam and laws governing content and data privacy; (C) are defamatory or trade libelous; (D) are obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, threatening, indecent, vulgar, or otherwise objectionable or unlawful content or activity; (E) is harmful to minors; or (F) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; or otherwise violate the Agreement. "**Proprietary Rights**" means any patent, copyright, trademark, service mark, mask work, moral rights, trade secret or other intellectual property   or   proprietary   right.

4. Adobe Analytics.

4.1 **Adobe Analytics Essentials for Apps.** Adobe Analytics Essentials for Apps is an On-demand Service, use of which, as described below, is included with Digital Publishing Solution.

(A) **Adobe Analytics Essentials for Apps.** Adobe Analytics Essentials for Apps is a limited Adobe Analytics offering which includes access to LifeCycle metrics (such as Launches, Crashes, and Upgrades) and Publish metrics (such as article views, collection views, notifications and overlay interactions, including video start/stop) through the Adobe Analytics Mobile Apps User Interface.

(B) **Product Limitations and Use Restrictions.**

(1) **Distributed Code Restriction**. Notwithstanding anything to the contrary herein or elsewhere in the Agreement (as defined in the General Terms), Digital Publishing Solution includes use of Adobe Analytics Distributed Code and such use is restricted to use that is in combination with and directly related to the Customer's use of Digital Publishing Solution .article files. For purposes of Adobe Analytics Essentials for Apps, any reference to Customer Site in the Agreement is hereby replaced with the following: "**Customer Site**" means any current or future Digital Publishing Solution created application: (A) that is owned and operated by Customer, or is hosted or operated by a third party of Adobe on Customer's behalf; (B) that contains Customer's brand or logo; and (C) that maintains a privacy policy or terms of use governing data collection practices that Customer maintains and controls, and that complies with applicable privacy or data

protection laws that mandate the privacy disclosures and data collection practices for such application.

(2) **Use Restrictions**. Adobe Analytics Essentials for Apps does not include a license to access or use and Customer agrees that it will not access or use the Adobe Marketing Cloud, the Adobe Analytics User Interface, Ad Hoc Analysis, Data Workbench, ReportBuilder, ClickMap, or any functionality or capability that is available only through the Adobe Marketing Cloud, or the Adobe Analytics User Interface, including but not limited to Adobe Analytics reporting functionality available in the Adobe Analytics User Interface, Acquisition, Messaging, Location/points of interest features, or any additional features, functionality, services, or enhancements available as part of the regular Adobe Analytics Products and Services.

(3) **Product Limitations**.

  (a) **Reports**. Adobe provides many reports such as: Retention, Funnel, and Users. Each Report may contain up to 500,000 unique values or data elements per month.

  (b) **Props**. This feature allows Customer to determine the amount of traffic that a certain dimension of the Customer Site has received, and can be used to report on paths through such site. Props do not persist beyond a page. This feature is limited to 75 Props per Report Suite.

  (c) **eVars.** This feature allows Customer to determine which dimension of the Customer Site has contributed the most to a Success Event. This feature is limited to 75 eVars per Report Suite.

  (d) **Events.** This feature allows Customer to mark a point on the Customer Site in which a successful conversion event occurs. This feature is limited to 100 Events per Report Suite.