Adobe PDM - Adobe Target (2014v3)

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

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 Named Domains.

   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, rules-based targeting guided workflow, and geo-targeting. In addition, Adobe Target Standard includes 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 Named Domains.

   2.2 **Description.** Adobe Target Premium includes the following components and functionality in the Target section of the Adobe Marking Cloud user interface: A/B testing, rules-based targeting guided workflow, geo-targeting, Multivariate Testing (MVT), automated personalization, and automated recommendations. In addition, Adobe Target Premium includes access during the initial License Term year to a Strategic Optimization Advisor as further described and detailed in the Sales Order.

3. **Adobe Search&Promote**

   3.1 **License Metric.** Adobe Search&Promote is licensed 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) 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.

   (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.

Additional Terms

4. **Adobe Target Standard and Adobe Target Premium Additional License Grant and Restrictions.** This section 4 applies only to the Adobe Target Standard and Adobe Target Premium Products and Services.

4.1 **License Grant from Adobe.** Notwithstanding any license grant from Adobe to Customer contained in the Agreement and subject to all other terms of the Agreement, Adobe grants to Customer during the License Term a non-transferable, non-exclusive, and worldwide license to use of Adobe Target Standard or Adobe Target Premium 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 the Agreement, then Adobe grants Customer a license to use Adobe Target Standard or Adobe Target Premium only on the Root Domain and related Subdomains that contain the Customer's name as the second-level domain (e.g. exampleinc.com).

4.2 **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 the Agreement.

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

5. **Annual Page View Traffic**

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

5.2 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 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 be responsible to pay any increase in fees for the remaining License Term 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.

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

6.1 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

6.2 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.

7. **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.

8. **Additional Definitions**

8.1 **"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).

8.2 **"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.

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

8.4 **"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.

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

8.6 "**Named Domain**" means a Domain or Mobile App identified in the Sales Order as the Domain or Mobile App where services are licensed to be used. In addition to any specific Mobile App identified the Named Domain 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. Subfolders are separated by a backslash (i.e."/") and located to the right of the Root 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.

8.7 "**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.