



PDM: Adobe Media Optimizer Standard, Adobe Media Optimizer Premium, and Adobe Media Optimizer: Ad Serving and Tracking (2015v1)

Products and Services described in this PDM are On-demand Services and are governed by the terms of the General Terms, the Exhibit for On-demand Services and Managed Services, this PDM, and the applicable sales order.

This PDM covers the following Products and Services:

Name of Products and Services
Adobe Media Optimizer Premium: OD Search Tech Only
Adobe Media Optimizer Premium: OD Search Full Service
Adobe Media Optimizer Premium: OD Display Managed Performance
Adobe Media Optimizer Premium: OD Social Tech Only
Adobe Media Optimizer Premium: OD Social Full Service
Adobe Media Optimizer Standard: Tech Only
Adobe Media Optimizer: Ad Serving and Tracking

PRODUCT SPECIFICATIONS

1. Adobe Media Optimizer Standard and Adobe Media Optimizer Premium

- 1.1 **License Metric.** Media Optimizer is licensed and Fees are paid as a percentage of Customer’s monthly Media Spend. **Media Spend**” means:
 - (A) For Adobe Media Optimizer Premium: OD Search and Adobe Media Optimizer Premium: OD Social: the actual amount of media spend in Accounts owned by Customer; and
 - (B) For Adobe Media Optimizer Premium: OD Display Managed Performance: the gross costs associated with media buys purchased for Customer via Accounts owned by Adobe.

- 1.2 **Description.** Adobe Media Optimizer Standard and Adobe Media Optimizer Premium are subscription-based digital advertising optimization and management solutions that use Adobe’s proprietary optimization and management platform to efficiently spend marketing budget across search engines, ad exchanges, and social networks. The solutions include, as applicable, advertising campaign optimization and management services for Customer’s search engine marketing efforts, display advertising campaigns, and social media advertising campaigns.

2. Adobe Media Optimizer: Ad Serving and Tracking.

- 2.1 **License Metric.** Adobe Media Optimizer: Ad Serving and Tracking is licensed on a per CPM Impressions basis (*i.e.*, per thousand Impressions). “Impression” means a single server call to the On-demand Service’s server.
- 2.2 **Description.** Adobe Media Optimizer: Ad Serving and Tracking consists of ad impression tracking, click tracking, conversion attribution, and reporting for advertising that is:
 - (A) not purchased through an auction; or

(B) purchased in connection with a view-through tracking program.

- 2.3 **Product Limitations and Use Restrictions.** Adobe Media Optimizer: Ad Serving and Tracking is not included in Adobe Media Optimizer Premium or Adobe Media Optimizer Standard. It is an add-on service to Adobe Media Optimizer Premium and may only be used in conjunction with Adobe Media Optimizer Premium.

PRODUCT SPECIFIC LICENSING TERMS

- 3. Customer Responsibilities.** Customer acknowledges that Adobe's provision of the On-demand Services is dependent upon Customer's maintenance of the destination pages associated with advertisements, and Customer agrees to maintain such pages during the License Term. Customer will comply with all applicable terms of use and guidelines required by the Media Partners where Customer Content is displayed and Customer Data is collected. Customer is solely responsible for the accuracy, content, and legality of all Customer Data and Customer Content. Customer agrees to provide Adobe with all Customer Content necessary to provide the On-demand Services. Customer agrees to install Distributed Code for the purpose of tracking end user actions with respect to Customer's advertisements.
- 4. Fees and Payments.** Customer agrees that, as between Customer and Adobe, Customer is ultimately and solely liable for all charges, fees, costs, and expenses accrued with respect to all Accounts including, without limitation, the actual costs incurred for the purchase of clicks or impressions and any other third party costs and expenses arising from actions taken by Adobe on Customer's behalf. Customer's failure to maintain its Accounts in good standing or a Media Partner's termination of Customer's access to Accounts do not relieve Customer of its payment obligations hereunder. The Fees will be calculated monthly based on the aggregated daily expenditure reports from the Media Partner, which Media Optimizer obtains from the Media Partner reporting APIs or from the feature within Media Optimizer that provides monthly reporting of Customer transactions. Reports generated by the On-demand Services for the purposes of determining Fees are the system of record for determining all Fees and will control over all other records.
- 5. Customer Accounts.** This section 5 applies if the applicable Sales Order indicates Customer is responsible for contracting with and paying a Media Partner(s). Customer will provide Adobe with timely and complete access to Customer's Accounts, all Account Information, and all other reasonably related data and information requested by Adobe to provide the On-demand Services. Account Information will be Customer's Confidential Information. Customer represents and warrants that it has all rights necessary to authorize access to the Account and the Account Information. Customer will notify Adobe prior to any changes to Account Information and will promptly provide updated Account Information to Adobe, so that Adobe's access to Customer's Accounts will not be interrupted. Adobe's provision of On-demand Services is conditioned upon Adobe's receipt of correct and accurate Account Information from Customer. Customer appoints Adobe, and Adobe accepts the appointment, to act as Customer's agent for the sole purpose of accessing Customer's Account(s), submitting and retrieving Account Information, and taking any and all actions with respect to Customer's Account(s) as Adobe deems appropriate in its reasonable discretion in providing the On-demand Services. If a Media Partner seeks to verify that Customer has authorized Adobe to act as Customer's agent, Adobe may provide a redacted copy of this Agreement and the related Sales Order with the financial terms obscured.
- 6. Additional Claims.** Customer's defense and indemnification obligations set forth in section 6 (Claims) of the Exhibit for On-demand Services and Managed Services will also apply to Claims that arise from:
- 6.1 any third party costs and expenses related to any Accounts;
 - 6.2 any use and guidelines required by the Media Partners where Customer Content is displayed;
 - 6.3 any keyword selected by Customer (solely if the applicable Sales Order indicates Customer purchased Adobe Media Optimizer Premium: Search); and
 - 6.4 any ad creative drafted by Adobe that is approved in writing by Customer.

7. **Additional Privacy Terms.** The following sections are added to section 5 (Privacy) of the Exhibit for On-demand Services and Managed Services:
- 7.1 **5.3 Ad Targeting.** If Customer is either located in the US or uses On-demand Services on Customer Sites directed towards visitors that are located within the US, Customer must abide by the DAA Self-Regulatory Principles in connection with its use of the On-demand Services.
- 7.2 **5.4 Personal Data.** Customer must not transmit, provide, or make available to Adobe, Personal Data, unless Customer:
- (A) complies with all applicable terms of use and guidelines required by a Media Partner for use of such information; and
- (B) complies with and obtains consent as required by any applicable laws, guidelines, regulations, codes, rules, privacy statements, and third-party rights.
8. **Beta.** Adobe may invite Customer to test a Beta. **Any Beta will be provided to Customer “as-is” without warranty of any kind.** Customer will use reasonable efforts to provide Adobe with Feedback. Adobe may use all Feedback for any purpose without restriction or compensation or obligation to Customer.
9. **Keywords.** This section 9 (Keywords) applies solely if the applicable Sales Order indicates Customer purchased Adobe Media Optimizer Premium: Search. Customer’s Search Engine Accounts will contain total keyword counts no greater than the ratio of 1,000,000 keywords to, as applicable, US \$100,000, GBP 60,000, AUD 100,000, Euro 70,000, JPY 9,000,000, or RUR 300,000,000 of monthly Media Spend on Customer’s Search Engine Accounts. If Customer’s total keyword count at the end of a month exceeds the above ratio, Adobe reserves the right to apply a surcharge equal to, as applicable, US \$1000, GBP 600, AUD 1000, Euro 700, JPY 90,000, or RUR 30,000 per 1,000,000 keywords on a pro-rata basis. Adobe will automatically remove keywords from the Media Optimizer system that are on Customer’s Search Engine Accounts or have been in the Media Optimizer system for 180 days in any status and have not had any impressions, clicks, or cost associated with them for that time.
10. **Support.** Customer will have access to On-demand Services product technical support via a customized email address and phone number during normal business hours, which are 9am – 6pm Customer’s local time. A case number will be issued in the On-demand Services support system, and periodic updates will be provided until the problem is resolved based on the severity of the issue. If Customer experiences a Critical Issue, 24/7 emergency technical support is available via a designated phone number provided to Customer. Critical Issues reported after hours will be acknowledged within 60 minutes, and periodic updates will be provided until an estimated time is established for resolution or the Critical Issue is resolved.

Additional Definitions for Product Specific Licensing Terms.

11. **“Account(s)”** means an advertising account(s) with a Media Partner that is linked to Media Optimizer.
12. **“Account Information”** means all information relating to an Account that is available, including without limitation the following:
- 12.1 for Search Engine Accounts: Customer account IDs, campaign structure, keywords, negative keywords, keyword bids, match types, ad copy, display URLs, landing page URLs, and data regarding historical impression, click, position, and bids and costs;
- 12.2 for Digital Media Advertising Exchange Accounts: if applicable, Customer Exchange account and seat information, campaign structure, campaign targeting information, ad banners, ad server tags, and data regarding historical impressions, clicks, and costs; and
- 12.3 for Social Media Site Accounts: Customer account IDs, campaign structure, application IDs, page information, ad variations, custom audiences, and data regarding historical impression, click, bid, cost, and social media site metrics.
13. **“Beta”** means a new beta feature or optimization method included in the On-demand Services, which is either labeled as “beta” within the user interface of the On-demand Services or is otherwise designated as “beta” by Adobe orally or in writing.
14. **“Critical Issue”** means:

- 14.1 the Media Optimizer application is not accessible;
 - 14.2 primary campaign management and performance management functions within Media Optimizer are not operational; or
 - 14.3 tracking services are not functioning.
15. **“Customer Data”** has the meaning stated in this section 15 and applies in place of the definition of “Customer Data” in the Exhibit for On-demand Services and Managed Services. “Customer Data” means any and all information or data of any type that is:
- 15.1 provided by Customer to Adobe; or
 - 15.2 collected by Adobe about Customer and visitors to Customer’s website, via Distributed Code or Customer Accounts, in connection with providing the On-demand Services, including without limitation:
 - (A) information that Customer inputs, or provides to Adobe for inputting, into the On-demand Services;
 - (B) sales and marketing information provided by Customer to Adobe;
 - (C) Account Information; and
 - (D) data obtained from Distributed Code.
16. **“Digital Media Advertising Exchange”** means, as applicable, a display advertising exchange or publisher supported by Media Optimizer.
17. **“Feedback”** means comprehensive and accurate feedback regarding the Beta, including but not limited to detection of any defects and flaws with the Beta encountered by Customer.
18. **“Media Optimizer”** means, collectively, Adobe Media Optimizer Standard and Adobe Media Optimizer Premium.
19. **“Media Partner”** means, as applicable, a Digital Media Advertising Exchange, Search Engine, Social Media Site, or website on which media may be directly purchased.
20. **“Search Engine”** means a search engine supported by Media Optimizer.
21. **“Social Media Site”** means a social media site supported by Media Optimizer.
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