**MDLZ DAM Terms & Conditions**

The MDLZ Digital Asset Library (“MDLZ DAM”) is a system for the storage, archiving and management of digital media assets, such as television commercials, video, social media content, point of sale materials, packaging and logos. These terms apply to use of MDLZ DAM by authorized employees of the Agency.

**Definitions**

Assets: any data, advertising materials, content or other information in a digital format, which relates to or can include images, sound, video or text data which is stored on and/or is accessible for viewing and download using the MDLZ DAM.

Metadata: the data or information which relates to, is embedded with or accompanies each Asset in any format which shall include, without limitation, information about usage rights acquired from third parties in respect of the Asset.

MDLZ DAM: the system which enables the storage and retrieval of advertising Assets in digital format, as such system may be modified or adapted by MDLZ from time to time. The system makes Assets available for controlled accessing, viewing and download (and copying incidental thereto).

1. Agency Rights and Responsibilities.

## **In connection with the MDLZ DAM, the Agency shall, and shall procure that each of its authorized employees shall, provide the following services and undertake the following obligations**:

### obtain prior written approval from MDLZ to grant access to the MDLZ DAM by authorized Agency employees;

### provide an email address and other such information as necessary to create a personal us er account in the MDLZ DAM for each authorized Agency employee (“Agency User”);

### establish a unique Agency email address (e.g., MDLZDAM@agencyname.com) to be published in the MDLZ DAM and provided to other users for the purpose of making inquiries about Assets, Metadata, and other information about content uploaded by Agency to the MDLZ DAM;

### acknowledge that MDLZ DAM Assets are considered to be the proprietary, confidential material of MDLZ and may contain trade secrets. Agency employees shall treat MDLZ DAM information and Assets as confidential unless instructed otherwise by MDLZ;

### comply with any MDLZ DAM security requirements, user guidelines and instructions notified by MDLZ to the Agency in writing from time to time, including those Agency User Terms attached hereto as Exhibit A;

### keep confidential the passwords for access to the MDLZ DAM and use best efforts to prevent unauthorized persons from accessing the system and/or using username(s) and password(s) from Agency User(s);

### immediately notify MDLZ if it becomes aware of or reasonably suspects that any Agency User username and/or password has become known to any person other than authorized employees;

### immediately notify MDLZ if it becomes aware of or reasonably suspects any unauthorised access to or use of MDLZ DAM;

### notify MDLZ in advance of any Agency User of the MDLZ DAM leaving the employment of the Agency, leaving the MDLZ account team, or no longer requires access to MDLZ DAM;

### not use MDLZ DAM or MDLZ DAM Assets for any purpose except as needed to provide the Services;

### not use MDLZ DAM or MDLZ DAM Assets except as expressly authorised under these MDLZ DAM Terms and in accordance with the instructions of MDLZ as notified to the Agency from time to time;

### not, without the prior written consent of MDLZ, remove from any copy of any Asset, whether on MDLZ DAM or once downloaded from MDLZ DAM, any copyright notice, watermark or other identifying or security technology or Metadata;

### upload to the MDLZ DAM content as directed by MDLZ;

### keep confidential and not disclose to any third party for any purpose any MDLZ DAM Assets, except in connection with the Services, or with the prior written consent of MDLZ;

### use its best efforts (including without limitation by using up-to-date virus checking software) not to corrupt or interfere with the operation of MDLZ DAM or expose MDLZ DAM to any viruses, worms or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment; and

### use the MDLZ DAM in accordance with the Adobe End User License Agreement terms, and all instructions provided by MDLZ as well as the Agency User Terms attached hereto as Exhibit A, and as amended by MDLZ from time to time.

### ensure that each of its employees who require access to the MDLZ DAM familiarise themselves with any user manuals relating to MDLZ DAM and engage in such training in the use of MDLZ DAM as may be specified by MDLZ from time to time.

## MDLZ reserves the right, at its absolute discretion, to require that an Agency user access to the MDLZ DAM be restricted or discontinued at any time, and the Agency shall, and shall procure that such employee shall, immediately discontinue its use of MDLZ DAM on written notice from MDLZ.

# **Agency Representations and Warranties. In connection with the Services related to the MDLZ DAM, Agency represents and warrants:**

### it shall comply with any restrictions on the use of that Asset which are evident from the Metadata of that Asset or are otherwise notified to the Agency by MDLZ when using or reproducing an Asset;

### it shall not make MDLZ DAM Assets available via the Agency’s website or digital asset management system nor otherwise publish, transmit, broadcast, distribute, make available or communicate MDLZ DAM content to any person, whether in hardcopy or in any other form for any purpose other than the provision of the Services, unless it has received prior written consent from a senior marketing lead at MLDZ;

### each Asset uploaded or supplied for upload onto the MDLZ DAM by or on

### behalf of the Agency shall be accompanied by accurate Metadata comprising information and in such format as MDLZ requires and all such Metadata shall be complete and accurate;

### it shall comply with all applicable laws and regulations, guidelines, industry standards, including obligations under advertising, intellectual property, data protection and privacy laws in place in any territory in which the Assets and content are uploaded onto MDLZ DAM or any territory in which Assets and content are downloaded from MDLZ DAM.

### that MDLZ and third parties requested by MDLZ to use an Asset created by or on behalf of the Agency and/or uploaded by the Agency shall be entitled to rely on the accuracy and completeness of the Metadata accompanying such Asset (whether or not provided or accessed through the MDLZ DAM).

### It shall comply with the Adobe End User License Agreement terms.

# **Placing Information and Assets on the MDLZ DAM**

## The Agency shall alter its methods of providing Services to MDLZ so as to integrate the use of MDLZ DAM into its processes for the provision of such Services. For example, the Agency shall use the MDLZ DAM to collaborate with MDLZ and other third party agencies in the creation of new Assets. In addition, the Agency shall designate individuals to promptly respond to inquiries from MDLZ and its designees about Assets uploaded to the MDLZ DAM and associated with usage rights.

## Unless agreed otherwise in writing, the Agency shall, as directed by MDLZ, either upload or supply for upload onto MDLZ DAM a copy (in such format and in accordance with the guidelines required by MDLZ) of all final works and materials created by or on behalf of the Agency for MDLZ. The Agency shall prepare information which may be used as Metadata for such works and materials. For the avoidance of doubt, these works and materials shall include any works or materials which are based on or are modifications to existing materials, content, or assets of MDLZ, whether or not such existing materials or assets have been loaded onto MDLZ DAM as Assets.

## The Agency shall ensure that each Asset and content uploaded or supplied for upload onto the MDLZ DAM by or on behalf of the Agency shall be accompanied by accurate Metadata. Without prejudice to any other right or remedy of MDLZ, the Agency shall promptly update or correct any such Metadata if at any time it becomes apparent that the Metadata is incomplete or inaccurate. In addition, the Agency shall, if so requested, provide to MDLZ an executed copy of all the documents under which the rights in each Asset and content created by or on behalf of the Agency for MDLZ were acquired. Such documents shall be provided in an electronically scanned format or such other format as MDLZ may reasonably stipulate.

# **Agency’s Indemnity**

## The Agency shall indemnify, defend, and hold harmless, MDLZ, its affiliates, subsidiaries, parent,and related parties, and its respective officers directors, agents, representatives, authorized users and employees (“Indemnified Parties”) against any and all claims, liabilities, damages, losses, settlement amounts, license fees, and costs, fees and/or expenses (including without limitation legal fees, costs and expenses), and any and all third party claims, liabilities, damages, losses, settlement amounts, license fees and costs, fees and/or expenses (including without limitation legal fees, costs and expenses), incurred in connection with or arising out of:

### its performance hereunder;

### any breach by the Agency of its obligations, representations, warranties under these MDLZ DAM Terms;

### any negligence and/or misconduct by the Agency or its members of staff in relation to MDLZ DAM;

### any loss, corruption or damage to any MDLZ DAM Assets caused by any act or omission of the Agency;

### any unauthorised use of MDLZ DAM or MDLZ DAM Assets by the Agency, its employees, or its members of staff not expressly authorised by MDLZ; and

### any third party claims alleging that use by the Indemnified Parties of any Asset uploaded or supplied for upload onto MDLZ DAM by or on behalf of the Agency exceeds or violates the usage rights acquired from third parties in respect of the Asset, or limitations placed on the use of such Asset, where such use corresponds to the associated Metadata but such Metadata is incorrect.

### any third party claims alleging that use by the Indemnified Parties of any Asset that was supplied by Agency outside of the MDLZ DAM by or on behalf of the Agency exceeds or violates the usage rights acquired from third parties in respect of the Asset, or limitations placed on the use of such Asset, where such use corresponds to the associated Metadata but such Metadata is incorrect.

## The Agency accepts that MDLZ shall have no responsibility for any interruptions or capacity constraints affecting MDLZ DAM arising from any cause, including without limitation constraints arising from telecommunications networks or service providers and reasonable interruptions for testing, repair, maintenance and service integration.

# **General**

## Wherever these MDLZ DAM Terms require that notice be given in writing then such notice, approval or consent may be given by email, which in the case of communications with the Agency may be sent to any Agency User and in the case of communications with MDLZ should be sent to such email address as MDLZ may notify for this purpose from time to time.

EXECUTED by the parties acting by their duly authorized representatives effective as of the date of mutual execution.

MONDELEZ EUROPE PROCUREMENT GmbH NAME

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Date Date

Exhibit A

Agency User Terms

Agency User must not:

1. use MDLZ Digital Asset Library in (1) violation of any applicable law (including, where applicable, COPPA), or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, or intellectual property laws); or (2) a manner that would cause a material risk to the security or operations of Adobe (Tool Licensor) or any of its customers, or to the continued normal operation of other Adobe customers;
2. copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license the MDLZ Digital Asset Library;
3. offer, use, or permit the use of the MDLZ Digital Asset Library in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third party;
4. attempt to interact with the operating system underlying the On-demand Services and Managed Services, or modify, create derivative works of, adapt, translate, reverse engineer, decompile, or otherwise attempt to discover the source code in, any Adobe technology;
5. Remove, obscure, or alter any proprietary notices associated with the MDLZ Digital Asset Library (including any notices in Reports);
6. Agency User must not share its login IDs and passwords to the MDLZ Digital Asset Library, and is responsible for unauthorized access to its login IDs and passwords. Agency User must not allow the use of the same login ID simultaneously by two or more users.

Agency User must comply with [Legal Notice](https://www.mondelezinternational.com/legal-notices) of Mondelēz International, Inc. and [Adobe End User License Agreement](https://www.adobe.com/products/eula/tools/captivate.html) and declare they read the [Privacy Policy.](https://www.mondelezinternational.com/privacy-policy)