



PSLT – Adobe Advertising Cloud: Creative, DSP, Search, Social and TV (2018v1)

1. **License Grant.** Customer may install, implement, and use the Distributed Code in its Ads.
2. **Requirements.** If Customer's Ad(s) includes a destination URL, then Customer must maintain destination pages associated with such Ad(s) during the License Term. Customer must ensure that the Customer Data and Customer Content provided to Adobe is accurate.
3. **Fees and Payments.** Customer is responsible for all fees accrued as a result of Customer's use of the On-demand Services, such as the Tech/Service Fees, Net Media Costs, any third party costs and expenses tracked and recorded by the On-demand Services, and fees for any Add-Ons. The rate for such fees is set forth either on a Sales Order, insertion order, or in the user interface, as applicable. The On-demand Services are the sole basis of measurement for the purpose of determining the fees. 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. All invoices generated by Adobe for the On-demand Services are based on Eastern Time. For purposes of calculating foreign currency exchange rates, the On-demand Services use the average daily rate of exchange quoted by a reputable third party selected by Adobe when media, data or other third party products or services are purchased via the On-demand Service from suppliers in a currency other than the invoice currency.
4. **Customer Accounts.**
 - 4.1 Customer is responsible for complying with any applicable Media Partner and other third-party terms and conditions to flight, publish, or call an Ad and will not cause Adobe to be in violation of any such terms.
 - 4.2 This section applies if 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. 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 acts as Customer's agent for the sole purpose of accessing Customer's Account(s), submitting and retrieving Account information, and taking any actions with respect to Customer's Account(s) as Adobe deems reasonably appropriate 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.
5. **Additional Privacy Terms.** The following sections are added to Customer's privacy obligations in the General Terms:
 - 5.1 **Ad Targeting.** Customer must comply with all applicable guidelines, regulations, codes, rules, and locally established industry best practices for data usage and privacy (such as the NAI, DAA or EDAA Self-Regulatory Principles when applicable).
 - 5.2 **Prohibited Data.**
 - (A) Customer must not transmit, provide, or otherwise make available to Adobe any Prohibited Data and must not derive Prohibited Data by, for example, any linking of, or cross-comparison of, Customer Data with other data that a Media Partner may possess or acquire from third party sources, unless: (i) expressly permitted by a Media Partner; and (ii) Customer complies with and obtains consent as

required by any applicable laws, guidelines, regulations, codes, rules, privacy statements, and third-party rights and policies.

(B) Unless permitted by the Exchanges and Publishers, Customer must not combine or merge any Supplier Data with any Prohibited Data or other data to derive Prohibited Data.

(C) Unless permitted by the Exchanges and Publishers, Customer must not combine video viewing data with Prohibited Data and send such resulting data to Adobe.

5.3 Media Partners. For Adobe Advertising Cloud Creative, Customer is responsible for Media Partners' compliance with applicable laws, guidelines, regulations, codes, and rules (including the DAA Self-Regulatory Principles where applicable). Customer is also responsible for ensuring that Media Partners provide a privacy policy that complies with Customer's obligations in the Privacy Policy section of the General Terms.

6. Beta. Adobe may invite Customer to test a Beta. **Any Beta will be provided to Customer "as-is" without warranty and is not Indemnified Technology.**

7. Keywords. This section applies solely if Customer uses Adobe Advertising Cloud Search. Adobe will automatically remove keywords from the On-demand Services' system that are on Customer's search engine Accounts or have been in the On-demand Services' system for 180 days in any status and have not had any impressions, clicks, or cost associated with them for that time.

8. Display and Video. This section applies solely to the display and video advertising channels.

8.1 Data Use. Customer may use Supplier Data with the On-demand Services only to:

(A) Submit bids to an Exchange;

(B) Configure, buy, plan, and optimize Exchange or Publisher media campaigns; and

(C) Report the performance of purchased media.

8.2 Data Use Restrictions. The following restrictions will apply unless such restriction is waived by the Exchange, Publisher or third party data provider, as applicable.

(A) Customer may not use Exchange Data or Publisher Data obtained through its use of one Exchange or Publisher for targeting across another Exchange, Publisher, or ad inventory source. Customer may not resell or otherwise provide Supplier Data to any third party.

(B) Customer may not collect or use Supplier Data via a cookie, web beacon, log data analysis or other mechanism or method, for segmenting, re-targeting, creating or supplementing user profiles or inventory profiles, creating, supplementing, or amending interest categories.

(C) Customer may not use any Supplier Data to build a device graph or a location graph.

8.3 Tags. Customer must not insert into its Ads or otherwise provide to Adobe any Tags other than those listed in the Help area or specifications of the On-Demand Services or those authorized by the Exchanges, Publishers or Media Partners. Customer may not use Tags to do cookie mapping or cookie syncing with Exchanges, ad networks, third-party demand-side platforms, or third-party data providers.

8.4 Auctions and Bidding.

(A) Adobe, the Publishers, and the Exchanges reserve the right to exclude Customer from bidding on media at any time. Customer acknowledges that transactions on the Exchanges, Publishers, and the On-demand Services occur in real time, and bids and offers may compete simultaneously against multiple other bids and offers, and that the highest bid is not guaranteed to win the auction. Adobe, in its sole discretion, may choose whether to send bid requests to an Exchange or Publisher or whether to accept or reject individual bids submitted by Customer to purchase ad inventory on an Exchange or Publisher.

(B) Customer has no remedy for any transaction that does or does not occur based on erroneous Customer Data.

- (C) Adobe, Exchanges, and Publishers each may reject, remove, or deactivate Ads that do not comply with their respective policies, or do not comply with any applicable law, rule or regulation, or for any reasonable business reason.
- (D) Adobe will not be responsible for make goods or other compensation in the event of campaign under-delivery. Customer acknowledges that the budget capping feature of the On-demand Services is approximate and target budgets may be exceeded by small amounts from time to time due to reporting lags and other factors inherent to integrations between advertising platforms and publishers of media. Adobe will only be responsible for overspend in excess of 3% of any budget, in which case the full amount of the overspend will be credited to Customer.

8.5 Custom Creative Solutions. This section applies solely if Customer uses Adobe Advertising Cloud Custom Creative Solutions. The section in the General Terms that applies to “License to Deliverables” does not apply to Custom Creative Solutions associated with Adobe Advertising Cloud DSP. All other terms governing Professional Services apply to Custom Creative Solutions, unless otherwise specified.

- (A) **Advertising Materials.** When Advertising Materials are provided for use by Adobe in performing Custom Creative Solutions and for inclusion in Custom Creative Solutions Content, Customer grants, and represents and warrants that it has all necessary rights to grant Adobe a non-exclusive, non-sublicensable, non-transferable and royalty-free license to use, copy, reformat, and/or edit such Advertising Materials. Adobe agrees that Customer retains all rights, title and interest in Advertising Materials.
- (B) **Approvals and Revisions.** All Custom Creative Solutions Content must be reviewed and approved by Customer before being used as an Ad. Adobe will provide Customer with a maximum of three drafts for review as part of the Custom Creative Solutions before delivering the final Ad for Customer’s approval unless Customer purchases additional revisions.
- (C) **Ownership.** Upon approval of Custom Creative Solutions Content and payment by Customer, all right, title and interest (including intellectual property rights) in the Custom Creative Solutions Content vests in the Customer, subject to the use limitations of section 8.5(D) (Use).
- (D) **Use.** Adobe and Customer represent and warrant that the Custom Creative Solutions Content will be used only for advertising campaigns run through Adobe’s platforms. In addition, Customer grants Adobe and its Affiliates a non-exclusive, non-transferable and royalty-free license to display approved Custom Creative Solutions Content in marketing Adobe.
- (E) **Representations and Warranties.** Customer is solely responsible for ensuring that any approved Custom Creative Solutions Content used as an Ad: (i) complies with applicable laws, codes, regulations and industry standards; (ii) does not infringe any copyright, trademark, trade secret, or other intellectual property right of any person or entity; (iii) does not breach any rights of any person or entity, including rights of publicity and/or privacy; (iv) is not materially false, deceptive, misleading, defamatory or libelous; and (v) does not include content reasonably perceived as negative, derogatory or detrimental to the brand, name, or reputation of any person or entity or any of its products or services.

9. Add-Ons.

9.1 Adobe may charge Customer additional fees for Customer’s use of Add-Ons, which are listed within the user interface of the On-demand Services. Use of these optional services are initiated by Customer within the On-demand Services. All rates for such services are set forth in the rate card that is included in the “My Account” section of the user interface of the On-demand Services.

9.2 Adobe grants Customer, during the License Term, a non-transferable, non-exclusive license to access and use the Provider Services only in connection with the On-demand Services. The On-demand Services are the sole basis of measurement for the purpose of determining the fees. ALL PROVIDER SERVICES ARE PROVIDED AS-IS AND AS AVAILABLE WITHOUT WARRANTY OF ANY KIND. DATA OBTAINED FROM THE PROVIDER SERVICES MAY NOT BE ACCURATE OR COMPLETE. Adobe may terminate the provision of any Provider Service to Customer at any time for any reason or no reason upon 30 days’ written notice to Customer. Upon

termination or expiration of any Provider Service, the license and associated rights for the Provider Service(s) granted to Customer under this Agreement will immediately terminate.

10. Adobe Advertising Cloud TV. This section applies solely if Customer uses the Programmatic TV capability of Adobe Advertising Cloud DSP. Fees for Programmatic TV are based solely on Adobe reporting, with platform integrated third-party measurement from Nielsen (or the applicable local TV measurement currency provider, such as Oztam in Australia). Adobe will use commercially reasonable efforts to deliver the number of impressions targeted at the demographics and audiences stated on the applicable insertion order. In the event of under-delivery of those impressions, Adobe will use commercially reasonable efforts to provide a make-good consisting of a number of impressions of a similar placement equal to the value of the undelivered portion on a mutually agreeable timeframe. Unless otherwise set forth in the applicable insertion order, advertising campaigns are firm when ordered. Adobe will bill Customer in equal installments based on the total placement value and flight dates set forth in each insertion order. Due to the standard timeframe in which Adobe receives final ratings from TV measurement currency providers, billing true-ups for a prior invoice may be issued in subsequent months. If providing a raw Ad to Adobe, Customer will deliver such Ads to Adobe no later than ten business days prior to the start date of Customer's advertising campaign set forth in the applicable insertion order. If Customer's TV broadcast-quality Ad already exists in the asset delivery service ExtremeReach, Customer will deliver the Ad to Adobe no later than eight business days prior to the start date of Customer's advertising campaign set forth in the applicable insertion order. The start date of Customer's advertising campaign is subject to delays if Adobe does not receive Customer's Ads on time.

11. Use of Customer Data. Customer grants Adobe and its Affiliates a non-exclusive, irrevocable, perpetual, worldwide, and royalty-free license to use, copy, store, transmit, sub-license, create derivative works of, index, model, aggregate (including with other customers' data), publish, display, and distribute any anonymous information derived from Customer Data (including, but not limited to, web browser, screen resolution, and mobile device-type information) in connection with its provision of products and services to Customer and in an anonymous and aggregated form to improve its products and do modeling.

12. Adobe Advertising Cloud Creative. This section applies solely if Customer uses Adobe Advertising Cloud Creative.

12.1 Customer Responsibilities. Customer must maintain destination pages associated with Ads during the License Term. Customer is responsible for the creation of its Ads (if managed by Adobe, Customer is responsible for providing its Advertising Materials to Adobe) and providing them to Adobe in accordance with Adobe's specifications. Customer must ensure that the Customer Data and Customer Content provided to Adobe is accurate. Customer has no remedy for any transaction that does or does not occur based on erroneous Customer Data or Customer Content. Customer grants Adobe a license to display the Adobe Advertising Cloud Creative Ads in marketing Adobe. 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.

12.2 Distributed Code. Customer may sublicense the Distributed Code solely to Media Partners to enable the Media Partner to flight, publish, or call an Ad.

12.3 Data Retention. Adobe may make a reasonable number of archival or back-up copies of Ads and Advertising Materials. Adobe may delete certain Customer Data regarding the performance of Customer's Ads and Advertising Materials according to the schedule below. Customer understands that should it wish to retain any such data, Customer must take appropriate precautions on its own, such as setting up recurring reports or running ad-hoc reports prior to the deletion.

- (A) Hour-by-hour performance for one calendar day may be deleted within 15 days of such calendar day;
- (B) Aggregate performance data for one calendar day may be deleted within 100 days of such calendar day; and
- (C) Aggregate performance data for one calendar month may be deleted within 13 months of the end of such calendar month.

12.4 Additional Claims. Customer's obligations set forth in the Other Claims section of the General Terms will also apply to Claims that arise from either:

- (A) A Customer's use of a Media Partner or such Media Partner's actions; or
- (B) the use, display, exchange, or transfer of Customer Data between and among Media Partners and between and among Media Partners and Adobe.

13. Definitions.

- 13.1 **"Account(s)"** means an advertising account(s) with a Media Partner that is linked to the On-demand Services.
- 13.2 **"Ad"** means an advertisement written or enhanced by Adobe or inserted into a Template on behalf of Customer at Customer's direction or an advertisement provided by Customer to Adobe. Ads are considered Customer Content. For Adobe Advertising Cloud Creative, Ads are subject to Adobe's underlying intellectual property in the Template.
- 13.3 **"Add-Ons"** means Provider Services and other optional a la carte add-ons that may be made available via the On-demand Services.
- 13.4 **"Advertising Materials"** means artwork, images, references to images, copy, SKU information, active URLs, catalog information, and other content for advertisements provided by Customer to Adobe. Advertising Materials are considered Customer Content.
- 13.5 **"Beta"** means a new beta feature or optimization method included in the On-demand Services, which is either labelled as "beta" within the user interface of the On-demand Services, is otherwise designated as "beta" by Adobe orally or in writing, or is made available to Customer by invitation from Adobe.
- 13.6 **"Custom Creative Solutions"** means any consulting, design, development, production or delivery of Custom Creative Services Content provided by Adobe to Customer, agreed to on a Sales Order, insertion order, or as an Add-On in the user interface, as applicable.
- 13.7 **"Custom Creative Solutions Content"** means the Ad, or draft of an Ad, that Adobe designs, develops, produces and delivers to Customer in performing Custom Creative Solutions.
- 13.8 **"Customer Data"** has the meaning stated in the General Terms and also includes: (A) Customer's advertising campaign data, including without limitation bidding criteria, budgets, optimization settings (such as objectives and complaints), flight dates, targeting settings, initial bidding or manual bidding that overrides bids automatically generated by the On-demand Services, and campaign and ad strategy settings; (B) Account information; and (C) any data collected by Tags.
- 13.9 **"Exchange"** means a digital media display advertising exchange or supply-side platform supported by the On-demand Services.
- 13.10 **"Exchange Data"** means data that is owned by an Exchange or identifies an Exchange.
- 13.11 **"Media Partner"** means, as applicable, an Exchange, Publisher, supply-side platform, ad network, demand-side platform, data management platform, ad server, third-party data provider, search engine, social media site, website on which media may be directly purchased, or other digital advertising technology vendors of Customer which are supported by the On-demand Services, in all cases, other than Adobe.
- 13.12 **"Net Media Cost"** means:
 - (A) the actual amount of media spend in Accounts owned by Customer where Customer is responsible for contracting with and paying a Media Partner(s), including allocations for billing discrepancies; or
 - (B) the costs associated with media buys purchased for Customer via Accounts owned by Adobe where Adobe is responsible for contracting with and paying a Media Partner(s), including allocations for billing discrepancies.
- 13.13 **"Prohibited Data"** is given the meaning under the relevant applicable privacy or data protection laws relating to this term of any similar term (such as "personal data" or "personally identifiable information") used in the applicable laws, or where no such laws apply, means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 13.14 **"Provider Services"** means services provided by third-party service providers that may be made available via the On-demand Services, including the provision of Third Party Data by third party data providers.

- 13.15** “**Publisher**” means a digital publisher who makes media inventory available: (A) on an Exchange; (B) directly to Customer; or (C) to Adobe on Customer’s behalf.
- 13.16** “**Publisher Data**” means data that identifies a Publisher that includes a Publisher website, brand, content, context, publisher-specific clickstream data, users, user-entered information, and other data, including Customer Data, that is linked to a Publisher.
- 13.17** “**Supplier Data**” means Exchange Data, Publisher Data, and Third-Party Data.
- 13.18** “**Tags**” means HTML tags, JavaScript code, or other code provided to Customer by: (A) Adobe in connection with an Adobe offering that is not the On-demand Services; or (B) a third party (which are considered Customer Content).
- 13.19** “**Tech/Service Fee**” means the service fees for execution of the On-demand Services.
- 13.20** “**Template**” means a standard template with a particular arrangement and display of Advertising Materials in one or more of the following ad sizes: (300x250, 160x600, 300x600, 728x90; and mobile – 300x50, 320x50). Templates created by Adobe are considered Adobe Technology. Templates created by Customer are considered Customer Content.
- 13.21** “**Third Party Data**” means data provided to the On-demand Services by third party data providers that is supplied to Customer through the On-demand Services.