



## PSLT: Adobe Media Optimizer Search and Adobe Media Optimizer DSP (2016v1)

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, or fees for any Add-Ons. The rate for such fees is set forth either on the applicable Sales Order, insertion order, or in the user interface for the On-demand Services, 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.
4. **Customer Accounts.** 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 DAA or EDAA Self-Regulatory Principles when applicable).
  - 5.2 **Personal Data.**
    - (A) Customer must not transmit, provide, or make available to Adobe, Personal Data, 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) Customer must not combine or merge any Supplier Data with any Personal Data or other data to derive Personal Data.
    - (C) Customer must not combine video viewing data with Personal Data and send such resulting data to Adobe.
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 purchased Adobe Media Optimizer 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 only use Supplier Data with the On-demand Services 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.**

(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 any Tags other than those listed in the Help area of the On-Demand Services or those authorized by the Exchanges or Publisher. Customer may not use Tags to do cookie mapping or cookie synching 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 or Ads.

(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 Creative Services.** The sections in the General Terms that apply to the license and ownership of Deliverables do not apply to Creative Services associated with Adobe Media Optimizer DSP.

**9. Add-Ons.**

**9.1** Adobe may charge Customer additional fees for Customer's use of Add-Ons, which are listed within the UI 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. Programmatic TV.** This section applies solely if Customer purchased the Programmatic TV capability of Adobe Media Optimizer 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 on 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. License to 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.

**12. Definitions.**

- 12.1** "Account(s)" means an advertising account(s) with a Media Partner that is linked to the On-demand Services.
- 12.2** "Account Information" means all information relating to an Account.
- 12.3** "Ad" means an advertisement written or enhanced by Adobe on behalf of Customer at Customer's direction or an advertisement provided by Customer to Adobe. Ads are considered Customer Content.
- 12.4** "Add-Ons" means Provider Services and other optional a la carte add-ons that may be made available via the On-demand Services.
- 12.5** "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.
- 12.6** "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.
- 12.7** "Exchange" means a digital media display advertising exchange or supply-side platform supported by the On-demand Services.
- 12.8** "Exchange Data" means data that is owned by an Exchange, identifies an Exchange, or that is derived from Customer's use of an Exchange. .
- 12.9** "Media Partner" means, as applicable, an Exchange, Publisher, search engine, social media site, or website on which media may be directly purchased, which are supported by the On-demand Services.

- 12.10** **“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.
- 12.11** **“Provider Services”** means services provided by third-party service providers that may be made available via the On-demand Services.
- 12.12** **“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.
- 12.13** **“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.
- 12.14** **“Supplier Data”** means Exchange Data, Publisher Data, and Third-Party Data.
- 12.15** **“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.
- 12.16** **“Tech/Service Fee”** means the service fees for execution of the On-demand Services.
- 12.17** **“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.