



PSLT: Adobe Media Optimizer Dynamic Creative Optimization (2016v1)

1. **Customer Responsibilities.** Customer must maintain destination pages associated with Ads during the License Term. Customer must create its Advertising Materials and provide them to Adobe, and Customer must do so in accordance with the On-demand Services' 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. 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.
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.
3. **License Grant from Customer.** 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 (such as but not limited to, web browser, screen resolution, and mobile device-type information).
4. **Additional Privacy Terms.** The following sections are added to Customer's privacy obligations in the General Terms:
 - 4.1 **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 Digital Advertising Alliance (DAA) Self-Regulatory Principles in connection with its use of the On-demand Services.
 - 4.2 **Media Partners.** 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 section 8.6 (Privacy Policy) of the General Terms.
 - 4.3 **Personal Data.** Customer must ensure that Customer and Customer's Media Partners do not transmit, provide, or otherwise make available to Adobe any Personal Data and do not derive Personal 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.
5. **Data Retention.** Adobe may make a reasonable number of archival or back-up copies of Ads. Adobe may delete certain Customer Data regarding the performance of Customer's Ads according to the following schedule:
 - 5.1 Hour-by-hour performance for one calendar day may be deleted within 15 days of such calendar day;
 - 5.2 aggregate performance data for one calendar day may be deleted within 100 days of such calendar day; and
 - 5.3 aggregate performance data for one calendar month may be deleted within 13 months of the end of such calendar month.
6. **Beta.** Adobe may invite Customer to test a Beta. **Any Beta will be provided to Customer "as-is" without warranty or obligation of any kind and is not considered Indemnified Technology.**
7. **Additional Claims.** Customer's obligations set forth in section 10 (Other Claims) will also apply to Claims that arise from either:
 - 7.1 A Customer's use of a Media Partner or such Media Partner's actions; or
 - 7.2 the use, display, exchange, or transfer of Customer Data between and among Media Partners and between and among Media Partners and Adobe.

8. Tags. Customer must not insert into its Ads or otherwise provide to Adobe Tags other than those:

8.1 listed in the specifications of the On-demand Services; and

8.2 authorized by the Media Partners.

9. Additional Definitions.

9.1 **“Ad”** means an advertisement that consists of Advertising Materials inserted into a Template. Ads are considered Customer Content, subject to Adobe’s underlying intellectual property in the Template.

9.2 **“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.

9.3 **“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 or is otherwise designated as “beta” by Adobe orally or in writing.

9.4 **“Customer Data”** also includes any data collected by Tags.

9.5 **“Media Partner”** means, as applicable, digital publishers, digital media display exchanges, supply-side platforms, ad networks, demand-side platforms, ad servers, third-party data providers, and other digital advertising technology vendors of Customer.

9.6 **“Tags”** means HTML tags, JavaScript code, iframe, 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).

9.7 **“Template”** means a standard template for arranging and displaying Advertising Materials. Templates created by Adobe are considered Adobe Technology. Templates created by Customer are considered Customer Content.