



PSLT - Adobe Media Optimizer Standard, Adobe Media Optimizer Premium, and Adobe Media Optimizer: Ad Serving and Tracking (2016v1)

1. **License Grant.** Customer may install, implement, and use the Distributed Code in its Ads.
2. **Requirements.** Customer must maintain destination pages associated with Ads 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 solely liable for all fees 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 the On-demand Services obtain from the Media Partner reporting APIs or from the feature within the On-demand Services 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.
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.** 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.
 - 5.2 **Personal Data.** Customer must not transmit, provide, or make available to Adobe, Personal Data, unless:
 - (A) expressly permitted by a Media Partner; and
 - (B) Customer complies with and obtains consent as required by any applicable laws, guidelines, regulations, codes, rules, privacy statements, and third-party rights and policies.
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. **Keywords.** This section applies solely if Customer purchased Adobe Media Optimizer Premium: OD 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.** This section applies solely if Customer purchased Adobe Media Optimizer Premium: OD Display Tech Only or Adobe Media Optimizer Premium: OD Managed Performance.
 - 8.1 **Data Use.** Customer may only use the Exchange Data and Publisher Data with the On-demand Services to:

- (A) Submit bids to an Exchange;
- (B) Configure, buy, and optimize Exchange 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 Exchange Data or Publisher Data to any third party.
- (B) Customer may not collect or use Exchange Data or Publisher 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 Exchange Data to build a device graph or a location graph.
- (D) If Customer is bidding on the Facebook Exchange, Customer must not associate the fact that a person or other unique identifier is identified or associated with a Facebook user except as necessary to place bids on behalf of Customer through the Facebook Exchange.

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. 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.

9. **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.

10. **Additional Definitions.**

- 10.1 **"Account(s)"** means an advertising account(s) with a Media Partner that is linked to the On-demand Services.
- 10.2 **"Account Information"** means all information relating to an Account.
- 10.3 **"Ad"** means an advertisement written by Adobe on behalf of Customer at Customer's direction or an advertisement provided by Customer to the On-demand Services. Ads are considered Customer Content.

- 10.4 **“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.
- 10.5 **“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, Segment Data, 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.
- 10.6 **“Exchange”** means a digital media display advertising exchange or supply-side platform supported by the On-demand Services.
- 10.7 **“Exchange Data”** means data owned by an Exchange that is derived from Customer’s use of an Exchange and any data provided by an Exchange to Customer, including but not limited to data in the bid requests and statistics related to the performance of any Ad, which includes, for example, the number of impressions and clicks on an Ad.
- 10.8 **“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.
- 10.9 **“Publisher”** means a digital publisher who makes media inventory available on an Exchange.
- 10.10 **“Publisher Data”** means data owned by a Publisher that includes a Publisher website, brand, content, context, publisher-specific clickstream data (other than clickstream data that is considered Customer Data associated with Ads), users, Segment Data, and user-entered information.
- 10.11 **“Segment Data”** means data regarding a cohort of anonymous users with like characteristics.
- 10.12 **“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.