



PSLT – Adobe Advertising Cloud: Creative, DSP, Search and TV (2019v1)

1. **License Grant.** Adobe grants Customer, during the License Term, a non-transferable, non-exclusive license to implement and use the Distributed Code for its Ads. Customer may sublicense this right solely to: (a) Media Partners to enable the Media Partner to flight, publish or call an Ad; and (b) Service Providers solely to the extent required for them to perform services on behalf of Customer in connection herewith.
2. **Requirements.**
 - 2.1 **Customer Content.** Customer must ensure that the Customer Content and Customer Data provided to Adobe is accurate and remains accurate during the License Term. If Customer's Ad(s) includes a destination URL, Customer is responsible for maintaining destination pages associated with such Ad(s) during the License Term. Customer waives any claim, and Adobe disclaims all liability, to the extent arising from or related to inaccurate Customer Data or Customer Content.
 - 2.2 **Ads Policies.** Customer will ensure that all Ads comply with, and will not cause Adobe to be in violation of, any applicable Media Partner or other third-party terms and conditions, including those relating to target, flight, publish, call or measure an Ad. Customer must further ensure that all Ads comply with the requirements of the then-current Ads Requirements Policy, as may be modified from time to time by Adobe. Adobe reserves the right to suspend Customer's use of the On-demand Services, including any Ad campaign, in the event it reasonably believes that Customer's Ads breach the Ads Requirements Policy or that Customer is in breach of Section 13.
3. **Fees and Payments.** Customer is responsible for all fees accrued as a result of Customer's use of the On-demand Services, including (as applicable) the Tech/Service Fees, Net Media Costs, any third party costs and expenses tracked and recorded by the On-demand Services that are activated or authorized by Customer, and fees for access to and use of Add-Ons. The rate for all fees is set forth on a Sales Order, Statement of Work, insertion order, or in the user interface, as applicable. If the Sales Order states a minimum commitment fee, Add-Ons shall not count towards such minimum fee. Records generated by the On-demand Services are the sole basis of measurement for the purpose of determining the fees payable and will control over all other records. 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 Media Partners in a currency other than the invoice currency.
4. **Customer Accounts.**
 - 4.1 **General.** Customer will provide Adobe with timely and complete information regarding Customer's Accounts as needed for Adobe to provide the On-demand Services. Adobe is not responsible for any issues arising from or related to Customer's delay or failure to provide such information.
 - 4.2 **Media Partner Accounts.** 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. Customer authorizes Adobe to access Customer's Account(s) solely for the purpose of: submitting and retrieving Account information and taking any actions with respect to Customer's Account(s) as Adobe reasonably deems appropriate in providing the On-demand Services. Adobe reserves the right to provide a redacted copy of this

Agreement and the Sales Order with the financial terms obscured (or require that Customer provide a letter of authorization) to any Media Partner that requires confirmation of Adobe's authorization from Customer to access Customer's Account for the foregoing purposes. Customer will remain solely responsible for all activities occurring under its Account(s) except to the extent Adobe accesses such Account(s) in breach of this section.

5. **Betas.** Adobe may invite Customer to test a Beta. **Any Beta will be provided to Customer "as-is" without warranty and is not Indemnified Technology.** At Adobe's option, Adobe may require Customer to sign a separate Beta agreement prior to providing any Beta to Customer.
6. **Auctions and Bidding.** This section applies if Customer uses Adobe Advertising Cloud Search or DSP, with respect to all advertising channels.
 - 6.1 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. In the event that the bid relates to Ads that a Publisher or Adobe reasonably believes breach this Agreement, could materially impact the Adobe brand, or are subject to an order that Adobe has received from a court or other government agency, in each case, Adobe, in its sole discretion, reserves the right not to send bid requests to an Exchange or Publisher or to reject individual bids submitted by Customer to purchase ad inventory on an Exchange or Publisher. In the event that Adobe receives multiple bids from multiple Adobe Advertising Cloud customers for the same inventory, the On-demand Services algorithm determines which bid to return based upon multiple factors including, but not limited to, bid price, auction opportunity, product category, historical win rate, and campaign pacing.
 - 6.2 Customer has no remedy for any transaction that does or does not occur based on erroneous Customer Data.
 - 6.3 Adobe, Exchange, and Publishers each may reject, remove, or deactivate Ads that do not comply with their respective policies or agreements, or do not comply with any applicable law, rule or regulation, or for any reasonable business reason.
 - 6.4 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. Adobe will be responsible only for any such overspend in excess of 3% of any budget, in which case the full amount of the overspend will be credited to Customer.
7. **Data Usage.** This section applies if Customer uses Adobe Advertising Cloud Search or DSP, with respect to all advertising channels.
 - 7.1 **Data Use.** Customer may use Media Partner 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.
 - 7.2 **Data Use Restrictions.**
 - (A) Customer must not use Media Partner Data obtained through its use of one Exchange or Publisher for targeting across a different Exchange, Publisher, or ad inventory source;
 - (B) Customer must not resell or otherwise provide Media Partner Data to any third party;
 - (C) Customer must not collect Media Partner Data via a cookie, web beacon, log data analysis or other mechanism or method for the purpose of segmenting, re-targeting, creating or supplementing user profiles or inventory profiles, or creating, supplementing, or amending interest categories;
 - (D) Customer must not use Media Partner Data to build a device graph or a location graph; and

- (E) Customer must not use Tags or the Distributed Code to do cookie mapping or cookie synching with Exchanges, ad networks, third-party demand side platforms or third-party data providers.
- 7.3 **Tags.** Customer must not insert into its Ads or otherwise provide to Adobe any Tags other than: those listed in the Help Center in the user interface, specified in the On-Demand Services, and authorized by Media Partners.
- 8. Use of Customer Data.** Customer grants Adobe and its Affiliates a non-exclusive, irrevocable, perpetual, worldwide, and royalty-free license to (a) derive de-identified or aggregated information from Customer Data (including, but not limited to, web browser, screen resolution, and mobile device-type information), provided that such information does not include any Personal Data and cannot reasonably be used by a third party to identify that Customer is the source of any such information (“De-Identified Data”); and (b) use, copy, transmit, sub-license, index, store, display, create derivative works of, model, aggregate (including with other customers’ data), publish, display, and distribute and otherwise utilize any De-Identified Data for Adobe’s business purposes including in connection with its provision of products and services to Customer and to improve its products.
- 9. Adobe Advertising Cloud Search - Keywords.** This section applies solely if Customer uses Adobe Advertising Cloud Search.
- 9.1 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.
- 10. Adobe Advertising Cloud DSP - Add-Ons.** This section applies to the optional data or services available as Add-Ons in the Adobe Advertising Cloud DSP.
- 10.1 At its option, Customer may authorize or initiate use of Add-Ons. Adobe may charge Customer additional fees for Customer’s access to and use of Add-Ons. All rates for access to and use of Add-Ons are set forth where selected in the user interface of the On-demand Services or in the then-current rate card in the “My Account” section of the user interface of the On-demand Services.
- 10.2 Customer will comply with any applicable terms imposed by the third party provider of the Provider Services.
- 10.3 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. This license is sublicensable only to Service Providers and only for the purpose of enabling them to perform services on behalf of Customer. 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 or any Add-Ons 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.
- 11. Adobe Advertising Cloud Creative.** This section applies solely if Customer uses Adobe Advertising Cloud Creative.
- 11.1 **Customer Responsibilities.** 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 grants Adobe a non-exclusive, perpetual and royalty-free license to distribute and display Ads developed via Adobe Advertising Cloud Creative for the purposes of promoting Adobe’s products and service offerings.
- 11.2 **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 data 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. Adobe Advertising Cloud TV. This section applies solely if Customer uses Adobe Advertising Cloud TV. Fees for TV are based solely on Adobe reporting, with platform integrated third-party measurement from the applicable TV measurement currency provider. Adobe will use commercially reasonable efforts to deliver the number of impressions targeted at the demographics and audiences stated in the applicable insertion order. If providing Ads to Adobe, Customer will deliver Ads to Adobe no later than 10 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 a mutually agreed upon asset delivery service, Customer will deliver the Ad to Adobe no later than 8 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.

13. Additional Privacy Terms. The following sections are added to Customer's privacy obligations in the General Terms:

- 13.1 **Ad Targeting.** Customer must comply with all applicable laws, guidelines, regulations, codes, rules, and locally established industry best practices for data usage, data protection and privacy governing ad targeting (such as the NAI, DAA or EDAA Self-Regulatory Principles or IAB Europe transparency and consent framework, as applicable) with respect to its use of the On-demand Services, including by embedding any required ad choice notice icons in its Ads.
- 13.2 **Data Processing Requirements and Restrictions.** Customer must not transmit, provide, or otherwise make available to Adobe via the On-demand Services any Prohibited Data, alone or in combination with other data. Customer must not derive any Prohibited Data from Media Partner Data.
- 13.3 **Media Partners' Compliance.** If Customer is using its own Accounts with Media Partners, Customer is responsible for: (a) ensuring that such Media Partners comply with applicable laws, guidelines, regulations, codes, and rules (including the DAA Self-Regulatory Principles where applicable) relating to interest-based or targeted advertisements; and (b) ensuring that such Media Partners provide a privacy policy that complies with applicable laws and regulations and Customer's obligations in the Privacy Policy section of the General Terms. Customer will promptly notify Adobe (unless prohibited by applicable law) following receipt of any complaint or notice of investigation arising from or relating to its Ads and Customer's obligations hereunder.

14. Additional Claims. Customer's obligations set forth in the Other Claims section of the General Terms will also apply to Claims that arise from: (a) A Customer's use of a Media Partner or such Media Partner's actions; (b) Any Ads or Customer's breach of Section 13; and (c) the use, display, exchange, or transfer of Customer Data between and among Media Partners and between and among Media Partners and Adobe.

15. Definitions. Capitalized terms used in this PSLT will have the meaning specified in the General Terms as well as the following:

- 15.1 **"Account(s)"** means Customer's advertising account(s) with a Media Partner that is linked to the On-demand Services. For clarity, "Account" does not refer to the Adobe account used to access the On-Demand Services.
- 15.2 **"Ad"** means an advertisement provided by or on behalf of Customer to Adobe or, in the case of Adobe Advertising Cloud Creative, created or enhanced by Adobe or inserted into a Template on behalf of

Customer at Customer's direction. Ads are considered Customer Content. For Adobe Advertising Cloud Creative, Ads are subject to Adobe's underlying intellectual property in the Adobe Template.

- 15.3 **"Ads Requirements Policy"** means the requirements, prohibitions and standards for Ads set forth in the Help Center of the On-demand Services.
- 15.4 **"Add-Ons"** means Provider Services and other optional a la carte add-ons that may be made available via the On-demand Services.
- 15.5 **"Advertising Materials"** means artwork, images, references to images, video, audio, copy, Customer SKU information, active URLs, catalog information, and other content for advertisements provided by Customer to Adobe. Advertising Materials are considered Customer Content.
- 15.6 **"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.
- 15.7 **"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), 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 in accordance with the Agreement.
- 15.8 **"Exchange"** means a digital media video, display, or audio advertising exchange or supply-side platform supported by the On-demand Services.
- 15.9 **"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, 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.
- 15.10 **"Media Partner Data"** means (A) data that is owned by or that identifies or relates to a Media Partner, including data that relates to a website, brand, content, context, Publisher-specific clickstream data, users, user-entered information, and other data, including Customer Data, that is linked to a Media Partner; and (B) Third Party Data.
- 15.11 **"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 Media Partner(s), including allocations for billing discrepancies; or (B) the costs associated with media buys purchased for Customer via Accounts that Adobe has with Media Partners where Adobe is responsible for contracting with and paying Media Partner(s), including allocations for billing discrepancies.
- 15.12 **"Prohibited Data"** means data which would allow Adobe to directly identify a specific natural person (rather than their device), such as their telephone number, email address, government issued identification number, name, or postal address. For the avoidance of doubt, Prohibited Data does not include cookies or other identifiers that are permitted to be used in connection with the On-demand Services under applicable laws and regulations.
- 15.13 **"Provider Services"** means services provided by third-party Service Providers that may be made available via the On-demand Services, including but not limited to the provision of Third Party Data by third party data providers.
- 15.14 **"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.
- 15.15 **"Service Provider"** means any service provider (including a Customer's agency) that performs services for Customer. Customer will remain liable for its Service Providers and any act or omission of its Service Providers will be deemed an act or omission of Customer.
- 15.16 **"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).
- 15.17 **"Tech/Service Fee"** means the service fees for execution of the On-demand Services.

- 15.18 **“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.
- 15.19 **“Third Party Data”** means data that is supplied to Customer through the On-demand Services by third party data providers.