



PSLT – Adobe Advertising Cloud (2022v1)

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. **License Term Start Dates.** The dates set forth in the pricing table on the applicable Sales Order represent the best estimates of the License Term start date; such dates will be adjusted to be the later of the estimated dates or the actual delivery of login credentials to access the Products and Services. A customer's license to use the On-demand Services shall commence on the License Term start date.
3. **Requirements.**
 - 3.1 **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 against Adobe, and Adobe disclaims all liability, to the extent arising from or related to inaccurate Customer Data or Customer Content.
 - 3.2 **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 and targeting of Ads comply with the requirements of the then-current Adobe 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 believes that Customer's Ads breach the Adobe Ads Requirements Policy or that Customer is in breach of Section 13.
4. **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. Customer's use of the On-demand Services may be suspended or limited as a result of late payments or insufficient credit. 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.
5. **Billing and Fees.** If a stand-alone SKU for a channel is separately listed in the pricing table, the Unit Price indicated for that stand-alone SKU applies solely to that SKU. The Unit Price indicated for the Omni-Channel SKU will apply to all other channels.

6. Customer Accounts.

6.1 **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. Customers are provided with an activated account with user logins upon request. Adobe will assist Customer with Customer's account provisioning and setup. Additional data or analytics integrations may require additional Professional Services fees.

6.2 **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.

(A) In the event that Customer's account is used to contract with Media Partners, Customer will be responsible to pay Media Partners directly for the media costs [and Customer will be responsible pay Adobe for the Tech/Service Fees and any price conversion]. In the event that Adobe's account is used to contract with Media Partners, Customer will be responsible to pay Adobe for the cost of media, Tech/Service Fees and any price conversion. Adobe will assist Customer with provisioning and setup of all subscribed accounts.

(B) **Private Media Agreements.** Customer must have a contract with its Media Partners that sets forth pricing for private media agreements. If Adobe does not have a billing relationship with Customer's Media Partners, Customer is responsible for directly paying its Media Partners. Usability of private media may be limited by terms of agreements between Customer and its Media Partners.

7. **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. Upon Customer's approval, Adobe may identify Customer as a Beta user in its promotional and marketing materials, including the use of Customer's name and logo.

8. **Auctions and Bidding.** This section applies if Customer uses Adobe Advertising Cloud Search or DSP, with respect to all advertising channels.

8.1 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 or any applicable Adobe policies (including the Adobe Ads Requirements Policy), 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.

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

- 8.3 Adobe, Exchanges, 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.
- 8.4 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.
- 9. Data Usage.** This section applies if Customer uses Adobe Advertising Cloud Search or DSP, with respect to all advertising channels.
- 9.1 **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.
- 9.2 **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.
- 9.3 **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.
- 10. Use of Customer Data.** Customer grants Adobe and its Affiliates a non-exclusive, worldwide, royalty-free, irrevocable, and perpetual license to (a) derive De-identified Data from Customer Data (including, but not limited to, web browser, screen resolution, and mobile device-type information); (b) use, copy, transmit, sublicense, 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; and (c) sublicense Customer Data and Customer Content to the extent necessary to perform its obligations (including, but not limited to, developing, modifying, improving, supporting, customizing, and operating the Products and Services) under this Agreement. "De-Identified Data" means information (including aggregated information) that 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.
- 11. Adobe Advertising Cloud Search.** This section applies solely if Customer uses Adobe Advertising Cloud Search.
- 11.1 **Billing and Fees.** For Search invoicing purposes, Gross Media Cost for Adobe Advertising Cloud Search is calculated as: $\text{Net Media Cost} / (1 - \text{Unit Price})$, and the Tech Fee is calculated as: $\text{Gross Media Cost} \times \text{Unit Price}$.
- 11.2 **Implementation Period.** For a period of time prior to the License Term start date (the "Implementation Period"): (i) if applicable, Adobe may access Customer's Account(s) for the purposes of set-up and configuration; and (ii) Customer may be granted a limited license to access the On-demand Services for

the sole purpose of set-up and configuration. A customer's license to use the On-demand Services shall commence on the License Term start date.

12. Adobe Advertising Cloud DSP – Subscription Tiers

12.1 Customer is entitled to a contracted number of organization-level account(s) (EUID) for unlimited access to and use of all commercially available channels of the Adobe Advertising Cloud DSP. Additional accounts are provided in accordance with the parent account's subscription tier as stated in the Parent Sales Order (as defined in the Sales Order Terms and Conditions).

(A) Subscription Tier: Select – entitled to up to 1 organization-level account (EUID)

(B) Subscription Tier: Prime – entitled to up to 3 organization-level accounts (EUID)

(C) Subscription Tier: Ultimate – entitled to up to 6 organization-level accounts (EUID)

13. 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.

13.1 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 fees 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 "Settings" section of the user interface of the On-demand Services.

13.2 Customer will comply with any applicable terms imposed by the third party provider of the Provider Services.

13.3 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, which such notice may be delivered through the user interface or by email. 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.

13.4 **Flashtalking Ad-Serving.** This section applies solely if Customer uses Flashtalking Ad-Serving. Customer will identify to Adobe all Users for which Customer would like to activate access to Flashtalking Ad-Serving, and instructs Adobe to take all necessary actions to enable such Users to be provisioned for access to Flashtalking Ad-Serving. Customer shall not use Flashtalking Ad-Serving Tags to serve Ads through any demand-side platform other than the On-demand Services.

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

14.1 **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. Upon Customer's approval, Adobe may distribute and display Ads developed via Adobe Advertising Cloud Creative for the purposes of promoting Adobe's products and service offerings.

14.2 **Billing and Fees.** For Creative invoicing purposes: a) Creative feed and/or template projects are charged in arrears only if Adobe works on a feed, template and/or advertising material for Customer. This will not be charged if no such work is performed by Adobe for Customer. The amount reflected is for each individual project. b) Ad serving fees for the Creative solution are charged based on actual usage multiplied by cost per impression and invoiced on a monthly basis. c) When managed by Adobe, a

minimum will be due. Customer will not receive any credit or reduction in minimums if the specified number of impressions are not run.

14.3 **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 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.

15. Adobe Advertising Cloud Advertising Measurement and Strategy Services. This section applies solely if Customer uses Adobe Advertising Cloud Advertising Measurement and Strategy Services. Customer agrees that its use of AMS Tags does not conflict with any insertion order or other agreement to which it is a party, or any terms of use or privacy policy posted to users where the AMS Campaign will run. Customer must ensure an opt-out mechanism is available for individuals who do not choose to be measured by Advertising Measurement and Strategy Services, and must ensure that it does not provide Adobe with data about opted-out individuals.

16. Additional Privacy Terms. The following sections are added to Customer's privacy obligations in the General Terms (or similar underlying terms):

16.1 **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 the IAB Europe transparency and consent framework, as applicable (the "Self-Regulatory Codes") with respect to its use of the On-demand Services. This includes, without limitation: (a) embedding any required ad choice notice icons in its Ads and (b) providing, as applicable, an opportunity to opt out (or opt-in) for uses of data covered by the Self-Regulatory Codes.

16.2 **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 by any linking of, combination, or cross-comparison of, Media Partner Data with other data that Customer may possess or acquire from third party sources

16.3 **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 (or similar section in the underlying 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.

17. Additional Claims. Customer's indemnification obligations set forth in the General Terms (or similar underlying terms) will also apply to Claims that relate to or arise from: (a) Customer's acts or omissions related to Customer Content; (b) Customer's breach of Section 13; and (c) the use, storage, display, exchange, or transfer of Customer Data between and among Media Partners and between and among Media Partners and Adobe. The additional Claims in this section are treated as Data Privacy Claims or Other Claims as described in the applicable General Terms (or similar defined term or section describing the Customer's indemnification obligations in underlying terms).

18. Definitions. Capitalized terms used in this PSLT will have the meaning specified in the General Terms (or similar underlying terms) as well as the following:

- 18.1 **“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.
- 18.2 **“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.
- 18.3 **“Add-Ons”** means Provider Services and other optional a la carte add-ons that may be made available via the On-demand Services.
- 18.4 **“Adobe Ads Requirements Policy”** means the requirements, prohibitions and standards for Ads set forth in the “Help Center” of the On-demand Services.
- 18.5 **“Advertising Measurement and Strategy Services”** means campaign insights, measurement, or planning solutions provided by Adobe to Customer in connection with Customer’s advertising campaigns.
- 18.6 **“AMS Campaign”** means an advertising campaign conducted by Customer that uses Advertising Measurement and Strategy Services.
- 18.7 **“AMS Tags”** means third party Tags used by Customer for the purpose of measuring or gaining insights in connection with AMS Campaigns.
- 18.8 **“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.
- 18.9 **“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.
- 18.10 **“Customer Data”** has the meaning stated in the General Terms (or similar underlying 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.
- 18.11 **“Exchange”** means a digital media video, display, or audio advertising exchange or supply-side platform supported by the On-demand Services.
- 18.12 **“Flashtalking Ad-Serving”** means Provider Services by Flashtalking, Inc. (“Flashtalking”) made available by Adobe through an integration via the On-demand Services that enable Customer to serve Ads. Flashtalking Ad-Serving does not include any services that Customer contracts for directly with Flashtalking.
- 18.13 **“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.
- 18.14 **“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.
- 18.15 **“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.

- 18.16 **“Private Media”** means media inventory purchased via an agreement between the customer and Media Partner that outlines flight dates, pricing and/or volume specifications unique to that agreement.
- 18.17 **“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.
- 18.18 **“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.
- 18.19 **“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.
- 18.20 **“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.
- 18.21 **“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).
- 18.22 **“Tech/Service Fee”** means the service fees for execution of the On-demand Services.
- 18.23 **“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.
- 18.24 **“Third Party Data”** means data that is supplied to Customer through the On-demand Services by third party data providers.