



## PSLT - Adobe Primetime Concurrency Monitoring (2017v1)

### For MVPD or Online Service Provider Customers

1. **Additional License.** Customer may use the Primetime Concurrency Monitoring On-demand service in conjunction with its own Branded Sites or those Content Programmer Branded Sites whose Content Users use Customer log-in credentials for purposes of authenticating access to certain Content. Each Content Programmer must be provisioned in the On-demand Service, prior to being able to use the Customer instance of the On-demand Service.
2. **Prohibited Use.** Customer may not use the On-demand Service to damage, disable, overburden, or impair any Adobe server or network(s) connected to any Adobe server, or interfere with any other party's reasonable use of the On-demand Service, including Content Programmers.
3. **Additional Privacy Terms.**
  - 3.1 **Notice.** Customer is responsible for ensuring that Customer Branded Site(s) provide sufficient notice to the Content User to identify the collection and use of information in connection with this On-demand Service, as may be required by law
  - 3.2 **No Personal Data.** Customer must ensure that no Personal Data is passed or made available to Adobe in connection with this On-demand Service.
4. **Additional Definitions.**
  - 4.1 **"Ad(s)"** means a graphic or multi-media file served in adjacent to or otherwise in connection with Content, including, without limitation, overlays, companion banners, pre-roll/mid-roll/post-roll, video and display.
  - 4.2 **"Branded Site"** means an individually branded distribution channel (including mobile or connected device applications) through which Content is distributed.
  - 4.3 **"Content"** means content that is packaged and delivered or uploaded to a Video Player for distribution on or through the Video Player.
  - 4.4 **"Content Programmer"** means third-party content provider who has licensed the On-demand Service from Adobe and who distributes content to Content Users via websites, mobile application, connected TV devices or similar electronic delivery methods.
  - 4.5 **"Content User"** means a user of the Internet that consumes Ads or Content via the Video Player by initiating playback of Ads or Content via the Video Player.
  - 4.6 **"Personal Data"** is given the meaning under the relevant applicable privacy or data protection laws relating to this term or any similar term (such as "personal information" or "personally identifiable information") used in the applicable laws, or where no such laws apply, means any information that by itself or when combined with other information (such as telephone number, e-mail address, precise real-time GPS location, and government-issued identification number) can be used by Adobe to identify a specific natural person.
  - 4.7 **"Subscriber"** means a Content User who has initiated playback on a Video Player to view Content or Ads in a given calendar month.
  - 4.8 **"Video Player"** means Content and Ad player, used for playback on Branded Sites, regardless of whether such Content and Ads players are intended for desktop operating systems or other device operating systems.