



PSLT - Adobe Audience Manager (2015v2)

1. **Additional License.** Customer may permit Strategic Partner(s) to install the Distributed Code solely on Strategic Partner Sites. Customer Data also includes Strategic Partner Data and Third-Party Data. Customer must obtain the right from the Strategic Partner or Third-Party Data Provider to grant Adobe such rights.
2. **Transmitted Data.** Upon request by Customer, Adobe will send specified Transmitted Data to a Targeting Platform on behalf of Customer. Customer is responsible for ensuring that any use or combination of the Transmitted Data (by Customer, the Targeting Platform, or other third parties) complies with Customer's obligations under this Agreement and all applicable laws, guidelines, regulations, codes, rules, and established industry best practices for data usage and privacy (such as the DAA Self-Regulatory Principles when applicable).
3. **Use of a Targeting Platform.** Adobe's transfer of Transmitted Data to a Targeting Platform does not grant to Targeting Platform, or other third parties, the right to (i) access Adobe's online reporting interface or tools or (ii) receive Reports. If the Transmitted Data is modified or combined with other data and subsequently imported into Adobe's Products and Services, such data is considered Third-Party Data. Adobe does not control, or have responsibility for, either the usage of the Transmitted Data by Customer through the Targeting Platform or for Customer's combination of the Transmitted Data with any other data through the Targeting Platform's technology or services.
4. **Ad Targeting.** If Customer is either located in the U.S. or uses the On-demand Services on Customer Sites directed towards visitors located in the U.S., Customer must abide by the DAA Self-Regulatory Principles in connection with its use of the On-demand Services.
5. **Strategic Partners.** Customer is responsible for ensuring that Strategic Partner Sites comply with the privacy requirements in the General Terms, applicable laws, guidelines, regulations, codes, and rules (including the DAA Self-Regulatory Principles where applicable) in the collection of Strategic Partner Data.
6. **Personal Data.** Customer must ensure that Customer, Strategic Partners, and Customer's Third-Party Data Providers 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, the Transmitted Data with other data that the Targeting Platform may possess or acquire from third party sources.
7. **Additional Claims.** Customer's obligations set forth in section 11 (Other Claims) of the General Terms will also apply to Claims that arise from either:
 - 7.1 a Strategic Partner's actions, a Third-Party Data Provider's actions, or Customer's actions in connection with using a Targeting Platform; or
 - 7.2 the use, display, exchange, or transfer of Transmitted Data between and among Strategic Partners, Third-Party Data Providers, or Targeting Platforms and Adobe.
8. **Effect of Termination.** Customer's obligations regarding the removal of Distributed Code in General Terms also apply to Strategic Partner Sites.
9. **Audience Marketplace.**
 - 9.1 **License.** Authorized Representative may access the Audience Marketplace On-demand Service to identify and select Marketplace Data for use with the Adobe Audience Manager On-demand Service. Adobe grants Customer, during the License Term, a non-transferable, non-exclusive license to Customer to: (A) access, use, reformat and copy the Marketplace Data; (B) combine the Marketplace Data with data from other sources, such as Strategic Partner Data and Customer Data; and (C) permit Users, such as an agency or Targeting Platform, to perform the actions described in clauses (A) – (C) on Customer's behalf. This license grant is limited to Customer's use in connection with Audience Manager.
 - 9.2 **License Restrictions.** Customer may not (A) reverse engineer, decompile, or disassemble the Marketplace Data; (B) use the On-demand Services to determine the data sources or data collection methodology used by the Third-Party Data Provider providing the Feed; or (C) use targeting cookies on site visitor IDs provided by a Third-Party Data Provider in order to duplicate the Marketplace Data or data collection methodology of such Third-Party Data Providers so as to avoid fees that would otherwise be payable to Adobe or Third-Party Data Providers.

- 9.3 Marketplace Data will remain Third-Party Data even if it is modified or combined with other data, and subsequently imported into the Audience Manager On-demand Service from a Targeting Platform.
- 9.4 ALL MARKETPLACE DATA IS PROVIDED AS-IS AND AS AVAILABLE. Any data quality, accuracy or volume considerations should be directed to the Third-Party Data Provider of the Marketplace Data. Adobe will provide Customer with the name, email address, and phone number of a primary contact for each applicable Third-Party Data Provider upon request.
- 9.5 Adobe or Third-Party Data Provider may terminate or suspend the provision of Marketplace Data from any specific Third-Party Data Provider at any time. Customer may discontinue Feeds of any Marketplace Data from any specific Third-Party Data Provider without terminating the Sales Order but will remain obligated to any payment obligations incurred prior to such termination or suspension.

10. Definitions.

- 10.1 **“Authorized Representative”** means any individual or third party contractor to whom Customer provides access to the Adobe Audience Marketplace under Customer’s account.
- 10.2 **“DAA”** means Digital Advertising Alliance.
- 10.3 **“Feed”** means each grouping of Third-Party Data as designated by name and audience segments by a Third-Party Data Provider in the Adobe Audience Marketplace.
- 10.4 **“Marketplace Data”** means Third-Party Data made available to Customer through the Adobe Audience Marketplace.
- 10.5 **“Reports”** has the meaning stated in the General Terms, but may include Transmitted Data.
- 10.6 **“Strategic Partner”** means any third party entity that has entered into an agreement with Customer that:
- (A) authorizes the collection of data via the Distributed Code from such third party and the transfer of such data to Adobe and a Targeting Platform;
 - (B) authorizes Customer to access, use, display, and combine such data from the third party with Customer Data and Third-Party Data in conjunction with the On-demand Services; and
 - (C) incorporates Adobe’s required terms and conditions applicable to Strategic Partners, as set forth in this PSLT.
- 10.7 **“Strategic Partner Data”** means data collected from Strategic Partner Site(s) via the Distributed Code.
- 10.8 **“Strategic Partner Site(s)”** means current and future website(s) and applications that are owned by Strategic Partner, and for which Strategic Partner creates, maintains, controls, and is responsible for the relevant privacy policy or related disclosures displayed or linked from such websites and applications.
- 10.9 **“Targeting Platform”** means any entity (e.g., demand-side platform, ad server, or content management platform) that has entered into:
- (A) an agreement with Customer authorizing such entity to access and use Transmitted Data; or
 - (B) a data access agreement with Adobe to access and use Transmitted Data sent on behalf of, and as directed by Customer.
- 10.10 **“Third-Party Data”** means data provided by a Third-Party Data Provider.
- 10.11 **“Third-Party Data Provider”** means any third party entity that has entered into:
- (A) a data provider agreement with Adobe authorizing Adobe to pass through certain rights to Customer to access, use, display, and transmit such third party’s data in conjunction with the On-demand Services; or
 - (B) an agreement with Customer authorizing Customer to access, use, display, and transmit such third party’s data in conjunction with the On-demand Services.
- 10.12 **“Transmitted Data”** means, collectively, Customer Data, Strategic Partner Data, and Third-Party Data.