



## PSLT- Adobe Primetime TV Media Management (2015v2)

### 1. Limited License; Use of On-demand Service.

1.1 Customer will be permitted to access and use the On-demand Service only by means of a unique password chosen by Customer. It is Customer's responsibility to protect the password (including those issued to Advertisers), and to ensure that it is used only in a manner that is consistent with this Agreement. Customer may access and use the On-demand Service only for the purposes of:

- (A) obtaining Reports related to the delivery of Ads by the On-demand Service,
- (B) designating factors for the delivery of Ads to Recipients and Customer Content in a Customer Ad Player;
- (C) loading and storing Ads for delivery by the On-demand Service;
- (D) projecting Ads inventory, such as video advertising streams, that might be available through the On-demand Service
- (E) forecasting and tracking Advertising Inventory. If Customer is accessing the On-demand Service to deliver a Media Campaign using exchange-based Advertising Inventory, Customer is authorized to access and use the On-demand Service, only for the purposes of designating and controlling bid prices for Advertising Inventory desired for a Media Campaign;
- (F) setting parameters for Media Campaign budgets, including total and daily Media Campaign spending allocations; and,
- (G) selecting available Advertising Inventory, targeting parameters, sources of available data to be part of a Campaign Instruction.

1.2 Customer's access to and use of the On-demand Service may be further defined by Adobe from time to time at its reasonable discretion based upon the nature of the On-demand Service being provided to Customer and whether the On-demand Service or certain of its components, are being managed by Adobe on behalf of Customer.

1.3 The On-demand Service may not be used to traffic or deliver (and Adobe shall have no obligation to traffic or deliver) any Ads that promotes, references or has links to: (i) false, misrepresentative, libelous, defamatory, pornographic, obscene, or otherwise inappropriate material, (ii) software piracy (warez, cracking, etc.), hacking, phreaking, emulators, ROM's, or illegal MP3 activity; (iii) illegal activities, deceptive practices or violations of the intellectual property or privacy rights of others, or (iv) content promoting the abuse of drugs and/or alcohol(v) or that in Adobe's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order.

### 2. Ads; Customer Data; Customer Inventory.

2.1 Customer is solely responsible for the acquisition, use, and quality of the Customer Inventory, including the payment thereof, and for the compliance of each Customer Ad Player, Content Owner or Customer Partner supplying Customer Inventory with the following requirements:

- (A) the conspicuous placement and maintenance of a privacy statement that complies with applicable law and, at a minimum, includes disclosures on the type(s) of data collected from users, the use of any such data and the types of technologies used to collect such data (e.g., cookies, pixels or other similar technologies);
- (B) the provision of a brief explanation within the privacy statement explaining that it works with third party advertising service providers and allows such third parties to target and serve Ads, and use

cookies, pixels or other similar technologies to collect non-personally identifiable data for use in connection with the delivery of such Ads;

- (C) to the extent the Customer Ad Player is on a web site, the inclusion of a conspicuous link within its privacy policy to a consumer opt out page that permits a user to control their online behavioral advertising preferences (e.g., the Network Advertising Initiative's (NAI) consumer opt-out page located at [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp), or the IAB-EU page at <http://www.youronlinechoices.com>); and,
- (D) if required by applicable law, the provision of a mechanism to ensure that customers provide their consent to the Publisher's processing of other personal data in connection with this Agreement, or for any other mechanism (e.g., cookies) to ensure that such processing is made legitimate.

### 3. Customer Responsibilities

- 3.1 Customer accepts full liability for all Campaign Instructions communicated to Adobe through the On-demand Service, including instructions incorrectly set in the On-demand Service by Customer and the selection of Advertising Inventory, and is liable for all financial obligations as each Set of Campaign Instructions that has been executed is a binding, legal obligation of Customer.
- 3.2 Customer shall obtain all necessary permissions, including any licenses, consents, waivers, and/or rights from Advertisers, Publishers, or any other third party involved in the creation or provision of the Ads, Customer Data, or Customer Inventory that is required to permit or authorize Adobe to deliver the Ads, use the Customer Inventory, and deliver Media Campaigns in accordance with the Campaign Instructions.
- 3.3 Customer shall promptly inform Adobe via email or other mechanism of any problems with the On-demand Service and any methods by which those problems were resolved, and to communicate promptly to Adobe any and all modifications, design changes or improvements of the On-demand Service suggested by any Advertiser, Publisher, employee or agent. Customer further agrees that Adobe shall have a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to any such suggested modifications, design changes, or improvements of the On-demand Service, without the payment of any additional consideration therefore either to Customer or its employees, agents, or Publishers or Advertisers.
- 3.4 Customer is responsible for obtaining and maintaining any equipment and ancillary services needed to connect with, access or otherwise use the On-demand Services, including, but not limited to, modems, hardware, servers, software, operating systems, networking, web servers, long distance and local telephone service (collectively "Equipment"). Customer shall ensure that the Equipment complies with all configurations and specifications set forth in the manuals relating to the On-demand Service.
- 3.5 Except as otherwise authorized in writing by Adobe, Customer shall not allow any Advertiser to use the On-demand Service directly (other than for the purpose of accessing campaign statistics with a unique login identification and password).
- 3.6 Customer shall not disseminate to any third party, from any source, performance information or analysis relating to the On-demand Service, except to the extent related to the performance of a Media Campaign.
- 3.7 In addition to and without in any way limiting Customer's other obligations hereunder, Customer shall use all methods to protect Adobe's rights with respect to the On-demand Service as it uses to protect its own or any third party's services, software, confidential information or rights of a similar nature.
- 3.8 Service Specific Responsibilities:
  - (A) **Inventory Management Services.** From time to time, certain technical modifications may be necessary to ensure the System operates as intended and Customers will cooperate with On-demand Service to implement such modifications. Adobe will provide reasonable assistance to implement the On-demand Service, however, the Customer is solely responsible for ensuring that the hardware,

software, networks, systems and any third-party services used by its Publishers are compatible with the On-demand Service.

**(B) Campaign Delivery Services.**

1. Any Media Campaigns shall be processed in accordance with the instructions regarding the delivery of the Media Campaign as entered by Customer (“**Campaign Instructions**”) in the On-demand Service to the extent such instructions are supported. Only upon the provision of the Assets and the certification of the Campaign Instructions, which acceptance is signified by the Customer clicking the “LAUNCH” button within the On-demand Service (or some other element of assent) or the execution and delivery of an insertion order, shall Adobe be obligated to execute the Media Campaigns as set forth herein. Each set of Campaign Instructions and the terms of this agreement govern the delivery of any Media Campaign, even if another agreement or order is executed, including electronically with differing terms.
2. Customer is responsible for the provision of Creative Content and Assets subject to restrictions or other requirements of Publishers. Adobe receives the Assets as entered by Customer and Adobe assumes no liability for the Assets. Except for the placement of any required icons, Adobe will not edit or modify the submitted Assets in any way, including, but not limited to, resizing the Assets, without Customer’s approval. Adobe will use all Creative Content in strict compliance with this Agreement.
3. Customer acknowledges and agrees that Adobe makes no guarantees regarding delivery, placement, or timing of Creative Content or Media Campaigns. “Makegoods” are not available for the delivery of any Media Campaign under this Agreement.

**4. Use of Data; Privacy.**

4.1 Adobe has the right to use and disclose data derived from Customer’s use of the On-demand Service solely consisting of non-personally-identifiable data regarding Recipients for the following purposes: (i) for scheduling and optimization of delivery of Ads across all campaigns, including web sites, networks, and any other Customer Ad Player that Adobe reaches, and (ii) if required by court order, law or governmental agency.

4.2 Customer shall not (i) associate cookies, web beacons, or other tracking mechanisms (“**Tracking Technology**”) in a manner that links or associates Recipients with Adobe, the On-demand Services a Publisher, or Customer Ad Player; (ii) drop or place cookies without first notifying Adobe, and no cookies shall be dropped or placed until after the parties have agreed on a plan or process to bring such proposed activity into compliance with local law and practice as well as Publisher requirements; or (iii) use any technology or device (e.g., Flash cookies or local shared objects) to recreate, respawn, or re-enable Tracking Technology that has been deleted or disabled by a user.

**5. Representations and Warranties.** Customer represents and warrants that (i) Ads delivered to Adobe on Customer’s behalf shall not be misleading, deceptive, defamatory, discriminatory, fraudulent, obscene, unethical, or illegal, and (ii) Customer is the agent of the Advertiser or Client and has full authority to bind such Advertiser or Customer’s end users to the terms of this Agreement or any Set of Campaign Instructions.

**6. Definitions.**

6.1 “**Ad Player(s)**” means (A) Customer Player and/or (B) Third Party Ad Player that delivers Customer Content or Advertising.

6.2 “**Ad Technology**” means scripts, tags, or other code provided by Adobe to Customer or Publishers that are designed to communicate with servers designated by Adobe and request transmission from those servers of Advertisements selected by the System. The Ad Technology is part of the System and considered On-Premise Software.

6.3 “**Ad(s)**” means a graphic or multi-media file served adjacent to or otherwise in connection with Customer Content, including, without limitation, overlays, companion banners, pre-roll/mid-roll/post-roll video advertisements and display advertisements.

- 6.4 **“Advertiser”** means a brand, media agency or similar entity that purchases Advertising Inventory from the Customer.
- 6.5 **“Advertising Inventory”** means the designated locations within Customer Content where Ads may be placed, as determined by Customer.
- 6.6 **“Assets”** Customer Content, Ads, and any other materials related to a Media Campaign.
- 6.7 **“Campaign Expenses”** means the sum of all related expenses for the delivery of a Media Campaign, such as, Media Costs, delivery and hosting, targeting technology and data providers, Other Campaign Services, each as charged by Adobe in the On-demand Service or as billed in accordance with this Agreement in connection with Services rendered under this Agreement.
- 6.8 **“Campaign Instructions”** are the details and campaign parameters regarding the delivery and execution of a Media Campaign including total Media Campaign budget, CPM or related pricing model, types of Advertising Inventory, the number of Impressions, flight dates, ordered Other Campaign Services, and other information relating to the Media Campaign as such instructions may be communicated electronically in the On-demand Service, in a writing (e.g., insertion order) signed by the Parties, or via another method as agreed by the Parties from time to time.
- 6.9 **“Content Owner”** means a third party that is making Customer Content available to Customer for the purposes of displaying Ads via an Ad Player.
- 6.10 **“Customer Content”** means any and all audio, video and data, excluding Ads, which (A) is made available or provided by Customer, Content Owners or other third parties or (B) is uploaded by or on behalf of Customer in connection with Customer’s use of the On-demand Services, in each case for the purposes of displaying Ads via an Ad Player.
- 6.11 **“Customer Data”** means any and all data and information (A) collected from the Ad Player, (B) that the Customer chooses to import from Customer’s internal data stores or other sources not supplied by Adobe into the On-demand Services, (C) that Customer and/or a third party sales team, on behalf of Customer input into the On-demand Service, including but not limited to Advertising Inventory and Media Campaigns and (D) collected via the On-demand Services.
- 6.12 **“Customer Inventory”** means that Advertising Inventory that has been procured by Customer for the delivery of Media Campaigns.
- 6.13 **“Customer Partner”** means Content Owners, Publisher partners, data providers and third party sales teams or other entity that provides technology or service to or on behalf of Customer.
- 6.14 **“Customer Player”** means Customer Content and Ad players, developed by Customer for use on Customer Sites and applications using the Adobe Primetime TVSDK.
- 6.15 **“Inventory Management Services”** has the meaning as set forth in [Section 2](#).
- 6.16 **“Media Campaign”** means one or more advertisements associated with a single brand, company, product, that may include a single idea or theme as part of a promotion of a product, service or brand.
- 6.17 **“Media Cost”** means, for Media Campaigns run through the On-demand Service, the fees charged by Adobe for the Advertising Inventory used to deliver the Media Campaigns as such are priced in the On-demand Service.
- 6.18 **“Other Campaign Services”** means those services associated with a Media Campaign, such as custom measurement studies, verification services, or creation of specialized Advertisement units, but excluding ad serving, data, hosting, and acquisition of Advertising Inventory.
- 6.19 **“Party” or “Parties”** refers to Customer and/or Adobe.
- 6.20 **“Publisher”** means any Content Owner that desires to allow a Customer to place Ads within their available Advertising Inventory, including but not limited to such inventory made available through IP

based technologies on websites, mobile devices and/or televisions, and inventory acquired directly from a Publisher or through a network or exchange-based mechanism.

6.21 **“Recipient”** means any individual who receives and/or views Ads.

6.22 **“Third Party Ad Player”** means Customer Content players and Ad players, developed by Customer without use of Adobe Technology, for use on Customer Sites that can communicate with the On-demand Service solely in support of Customer’s use of the On-demand Service.