PSLT - Adobe Audience Manager On-demand Service (2024v1)

1. **Additional License.**

   1.1 Customer may permit Second Party Partner(s) to install the Distributed Code solely on Second Party Partner Sites.

   1.2 Customer must obtain the rights from the Second Party Partner or Third-Party Data Provider to grant Adobe the right to use the Second Party Partner Data or Third-Party Data as necessary to provide the On-demand Service**.**

2. **Transmitted Data.** Upon request by Customer, Adobe Audience Manager On-demand Service will send specified Transmitted Data to a Targeting Platform on behalf of Customer. Customer represents and warrants that any use, display, exchange, transfer, or combination of the Transmitted Data (by Customer or the Targeting Platform) complies with 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.** The transfer of Transmitted Data through the Adobe Audience Manager On-demand Service 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. Customer acknowledges and agrees that Adobe does not and cannot guarantee the availability of specific Targeting Platforms.

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, as applicable.

5. **Second Party Partners.** Customer is responsible for ensuring that Second Party Partners' Site complies with the privacy requirements in the General Terms (including those terms related to maintaining a privacy policy), applicable laws, guidelines, regulations, codes, and rules (including the DAA Self-Regulatory Principles where applicable) in the collection of Second Party Partner Data.

6. **Prohibited Data.** Customer must ensure that Customer, Customer's Second Party Partners, and Customer's Third-Party Data Providers: (A) do not transmit, provide, or otherwise make available to Adobe any Prohibited Data, and (B) do not derive Prohibited Data by any linking of, combination, or cross-comparison of, the Transmitted Data with other data that Customer or the Targeting Platform may possess or acquire from third party sources.

7. **Effect of Termination**. Customer's obligations regarding the removal of Distributed Code in the General Terms also apply to Second Party Partner Sites.

8. **Data Retention**. Customer Data may be permanently deleted from Adobe's servers according to the details located at https://docs.adobe.com/content/help/en/audience-manager/user-guide/faqs/faq-privacy.html (or successor website).

9. **Audience Marketplace**. If Customer licenses the right to use Audience Marketplace, Administrator(s) may access the Audience Marketplace On-demand Service to identify and select data for use with the Adobe Audience Manager On-demand Service. Customer is under no obligation to select any Marketplace Data using the Audience Marketplace service and Adobe has no expectation of a minimum Fee amount.

   9.1 **Marketplace Data.**

   (A) Adobe, on behalf of Third-Party Data Provider, grants Customer, during the License Term, a non-transferable, non-exclusive, license to Customer to: (i) access, use, and copy the Marketplace Data; (ii)

combine the Marketplace Data with data from other sources, such as Second Party Partner Data and Customer Data; (iii) reformat the Marketplace Data; and (iv) permit On-demand Users, such as an agency or Targeting Platform, to perform the actions described in the preceding sub-clauses (i) – (iii) on Customer's behalf. Marketplace Data may only be used in connection with Adobe Audience Manager On-demand Service.

(B) Customer may not (i) exceed the scope of the license to the Marketplace Data; (ii) reverse engineer, decompile, or disassemble the Marketplace Data; (iii) derive, or attempt to derive, either directly or indirectly, the identity of an individual; (iv) resell the Marketplace Data; or (v) combine the Marketplace Data with any Prohibited Data.

(C) Marketplace Data will remain Third-Party Data even if it is modified or combined with other data, and then transferred back to Adobe Audience Manager On-demand Service from a Targeting Platform for use on behalf of Customer in connection with Adobe's Products and Services.

(D) ALL MARKETPLACE DATA IS PROVIDED AS-IS AND AS AVAILABLE. All 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 contact information for applicable Third-Party Data Provider(s) upon request.

9.2 **Additional Terms**.

(A) **Public Feeds**. Certain Public Feeds may be subject to Data Provider Terms. Any such Data Provider Terms will be presented for review and acceptance prior to Customer's access to the Feed(s). If Customer accepts such terms, the Data Provider Terms will be in addition to these terms and are incorporated by this reference and will supersede in the event of any conflict with the terms in this PSLT for the applicable Feed, except for Data Provider Terms that would alter Adobe's obligations or liability under the Agreement (including any representations or warranties on behalf of Adobe with respect to the Audience Marketplace or any other Adobe Products or Services).

(B) **Direct Agreement**. Customer may agree to terms for certain Marketplace Data, including Non-Standard Fees and access to Private Feeds, directly with the respective Third-Party Data Provider(s) under the terms of a separate written agreement ("Direct Agreement"). The Direct Agreement will supersede any conflicting terms in this PSLT (as between Customer and Third-Party Data Provider) for the applicable Feed(s) but in no event will such Direct Agreement alter Adobe's obligations or liability under the Agreement (including any representations or warranties on behalf of Adobe with respect to the Audience Marketplace or any other Adobe Products or Services). If such agreement includes access to Private Feeds, the Private Feeds will be made available to Customer by requesting access from the applicable Third-Party Data Provider using the Audience Marketplace interface. Only Third-Party Data Provider may grant or deny access to Private Feeds, based on the Direct Agreement between Customer and the Third-Party Data Provider.

(C) **Administrators.** By providing an Administrator with access to the Audience Marketplace, Customer acknowledges and agrees that each Administrator: (i) has the authority to place orders for Marketplace Data within the Audience Marketplace on behalf of Customer, and (ii) by placing orders for Marketplace Data, has the authority to bind Customer to the payment of Fees and Data Provider Terms, if any, associated with the use of the respective Marketplace Data.

Customer must provide Adobe with the name of at least one Administrator to act as the primary Administrator of Customer's Account. Each Administrator can (y) provide or limit access and use to Customer employee(s) for those Feeds that have been selected by Administrator(s) in Customer's account, or (z) add additional Administrators, and, in each case, Customer agrees that each Administrator has the authority to do so. Customer may update the primary Administrator by providing notice to their Adobe consultant or Adobe Customer Care.

9.3 **Audience Marketplace Suspension and Termination**. Customer's receipt of Marketplace Data may be suspended or terminated for any reason by: (A) Adobe upon 30 days advance notice; or (B) Third-Party Data Provider or Customer without notice. Upon termination, Customer agrees to remove Third-Party Data

Provider's audience segments from all segments and models created by Customer using the Adobe Audience Manager On-demand Service.

9.4 **Audience Marketplace Regional Service Limitations.** Customers (including their Users) are not permitted to access or use Audience Marketplace in mainland China.

10. Definitions.

10.1 **"Administrator"** means any party to whom Customer provides access to the Audience Marketplace under Customer's account to select and purchase Feeds on behalf of Customer.

10.2 **"Audience Marketplace"** means the feature within the Audience Manager On-demand Service that allows Third-Party Data Providers to make available certain audience segments for use in the On-demand Service.

10.3 **"CPM"** means cost per 1000 display, mobile, video or audio advertising impressions, bought or sold by Customer, using a Third-Party Data Provider's Feed for audience targeting, price/bid optimization or creative optimization.

10.4 **"Customer Data"** also includes Second Party Partner Data and Third-Party Data.

10.5 "**DAA**" means Digital Advertising Alliance.

10.6 "**Data Provider Terms**" means additional click-through terms that cover the use of a specific Feed from a Third-Party Data Provider.

10.7 **"Fee"** means the unit price for a Feed in the Audience Marketplace.

10.8 "**Feed**" means a unique grouping of audience segments created and made available by Third-Party Data Providers in the Audience Marketplace.

10.9 **"Flat Fee"** means a single monthly price for a Use Case. The use of a Feed to optimize non-advertising content on Customer's owned and operated web sites or mobile apps is included in the Flat Fee pricing.

10.10 **"Impression Usage"** means the total number of advertising impressions delivered using a Feed as a targeting parameter.

10.11 **"Marketplace Data"** means the data made available through Audience Marketplace.

10.12 **"Non-Standard Fees"** means pricing for a Feed other than monthly "CPM" or monthly "Flat Fee" invoiced by Adobe.

10.13 "**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, postal address.

10.14 **"Public Feeds"** means Feeds generally available to all Audience Marketplace customers.

10.15 **"Private Feeds"** means limited access Feeds: (a) controlled by Third-Party Data Providers; (b) made available to certain Audience Marketplace customers; and (c) that may be provided under a separate written agreement between Customer and respective Third-Party Data Provider.

10.16 **"Reports**" has the meaning stated in the General Terms, but may include Transmitted Data.

10.17 "**Second Party Partner**" means any third party who has an agreement with Customer that:

(A) authorizes such third party to collect data via the Distributed Code and to transfer the data to Adobe Audience Manager On-demand Service and a Targeting Platform or authorizes the sharing of data via Audience Marketplace; and

(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 applicable to Second Party Partners, as set forth in this PSLT.

10.18 "**Second Party Partner Data**" means data collected from Second Party Partner Site(s) via the Distributed Code.

10.19 "**Second Party Partner Site(s)**" means current and future website(s) and applications that are owned by Second Party Partner, and for which Second Party Partner creates, maintains, controls, and is responsible

for the relevant privacy policy or related disclosures displayed or linked from such websites and applications.

10.20 "**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.

10.21 "**Third-Party Data**" means data provided by a Third-Party Data Provider.

10.22 "**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, including Marketplace Data; 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.

10.23 "**Transmitted Data**" means Customer Data imported into, or exported from, the On-demand Service.

10.24 **"Use Case"** means the limits on how the Feed can be used with the On-demand Service.