



PSLT – Adobe Primetime Ad Decisioning (2016v1)

1. Additional Licenses and Restrictions for the On-demand Services.

1.1 License Grant from Adobe. Adobe grants to Customer, the non-transferable, non-exclusive license to:

- (A) manage Ad Opportunities and monitor fulfillment of Campaigns only;
- (B) distribute the Customer Ad Player to Syndication Partners solely to support Customer's use of the On-demand Service; and
- (C) distribute Distributed Code to a Third Party Ad Player.

1.2 License Grant from Customer.

Customer grants to Adobe, during the License Term, the non-exclusive, worldwide, royalty-free, limited right to use, access, store and display Ads through a Player and send Tracking Beacons.

1.3 **Customer Responsibilities.** Customer must maintain and update the Customer Ad Players during the License Term.

2. **License Grant to the On-premise Software.** Adobe grants to Customer during the License Term, the non-exclusive and non-transferable license to install, implement and use the Adobe Primetime Ad Player SDK to develop a Customer Ad Player for the Platform(s) and to distribute the Customer Ad Player to a Consumer.

3. **Effect of Termination.** Upon expiration or termination of the License Term, Customer must, at its expense, promptly remove and delete all copies of the Customer Ad Players under its control and cease all distribution of the Customer Ad Player.

4. Definitions.

4.1 **"Ads"** 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.

4.2 **"Ad Player(s)"** means (A) Customer Ad Player (B) Third Party Ad Player or (C) a player developed using the Adobe Primetime TVSDK

4.3 **"Adobe Primetime Ad Decisioning"** means Adobe's proprietary hosted service that manages Fulfillment of Campaigns and the display of Ads in Customer Content via an Ad Player.

4.4 **"Adobe Primetime Ad Player SDK"** means Adobe's proprietary SDK for creating video players that can communicate with the On-demand Service for the purposes of displaying Ads in Customer Content.

4.5 **"Ad Opportunities"** means the locations within Customer Content where Ads may be placed, as determined by Customer.

4.6 **"Advertiser(s)"** means Customer's customers that are purchasing Ad Opportunities.

4.7 **"Campaign(s)"** means a specific Advertiser's terms for purchasing Ad Opportunities as input by Customer into the On-demand Service.

- 4.8 “**Consumer**” means an individual that receives Customer Content and Ads to be viewed on a supported Customer Ad Player.
- 4.9 “**Content Owner**” means a third party that is making Customer Content available to Customer for the purposes of displaying Ads via an Ad Player.
- 4.10 “**Customer Ad Player**” means Customer Content players and Ad players, developed by Customer using the Adobe Primetime Ad Player SDK, for use on Customer Sites and Syndication Partner websites and apps on the Platform specified in the Sales Order.
- 4.11 “**Customer Content**” means any 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.
- 4.12 “**Customer Data**” also means any data and information collected from the Ad Player.
- 4.13 “**Impression**” is any graphical format advertisement including companion banners or static images displayed in or adjacent to Customer Content or an Ad Player.
- 4.14 “**Platform(s)**” means the platform(s) set forth in the Sales Order.
- 4.15 “**Syndication Partner**” means a third party that Customer provides with Customer Content for playback on the third party’s websites and applications.
- 4.16 “**Third Party Ad Player**” means Customer Content players and Ad players, developed by (A) a Syndication Partner without use of the On-premise Software, for use on Syndication Partner websites and applications or (B) Customer without use of the On-premise Software, for use on Customer Sites, in each case that can communicate with the On-demand Service solely in support of Customer’s use of the On-demand Service for displaying Ads in Customer Content.
- 4.17 “**Tracking Beacon(s)**” means a notification that is sent by the On-demand Service or Ad Player to a third party to inform such third party of an Impression.