PSLT: Adobe Primetime Ad Currency Optimization (2019v1)

1. **Analytics License.** Throughout the License Term, Customer must have a valid license to Adobe Analytics. Customer authorizes the transmission and use of Pseudonymous User Data from its Adobe Analytics instance in connection with these On-demand Services.

2. **Currency Provider.** Throughout the License Term, Adobe will maintain a contractual relationship with a Currency Provider in order to provide the features of the On-demand Services. Customer must comply with any applicable Currency Provider terms and conditions and will not cause Adobe to be in violation of any such terms. Customer acknowledges that (i) the On-demand Services will, only as necessary, send Pseudonymous IDs, contained in the Pseudonymous User Data, to a Currency Provider to enable the On-demand Services to create the Optimization Data, and (ii) Customer will obtain any necessary consents or rights necessary for such use.

3. **Use of the Optimization Data.** Adobe grants Customer a license to use the Optimization Data only for Customer's own direct benefit in the United States in the targeting of Campaigns, including for interest-based advertising. Except as necessary to perform obligations on behalf of Customer, Customer may not grant any rights in the Optimization Data to any third party. Upon termination or expiration of this PSLT, Customer will (a) delete and cease use of all Optimization Data, and (b) require all third parties to whom it has given access to delete, cease use of, and no longer access, all Optimization Data.

4. **Impression Reporting**.

   4.1. Customer must notify Adobe of the number of Impressions delivered using Optimization Data. Usage includes the inclusion or exclusion of end users from targeting based upon Optimization Data. Impressions are deemed delivered after the Adobe Usage Pixel has fired **("Impression Usage")**. All Impression Usage data must be true and accurate. Customer must pay all fees accrued as a result of Customer's use of the On-demand Services, based upon the Impression Usage data.

   4.2. Customer's obligations set forth in the License Compliance section of the General Terms also apply to Customer's usage of the Adobe Usage Pixel.

5. **Targeting Platform.** Upon request by Customer, Adobe will send specified Transmitted Data to a Targeting Platform on behalf of Customer. Customer must ensure that any use or combination of the Transmitted Data (by Customer, the Targeting Platform, or other third parties) 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). 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 interface or tools or (ii) receive Reports. Adobe does not control, or have responsibility for, either the use of the Transmitted Data by Customer through the Targeting Platform or Customer's combination of the Transmitted Data with any other data through the Targeting Platform's technology or services. Customer is solely responsible for use of the Transmitted Data by the Targeting Platform.

6. **No Identifying Data.** Customer must ensure that it does not transmit, provide, or otherwise make available to the On-demand Services any data which would allow Adobe to identify a specific natural person (rather than their device), such as their telephone number, email address, government issued identification number, name, or postal address.

7. **Usage Analytics.** Customer acknowledges that Adobe may process the data returned or reported to the On-demand Services from Customer's use of the Optimization Data to further develop, modify, improve, support, and operate the On-demand Services.

8. **Beta.** Adobe may invite Customer to test a Beta (including, but not limited to, future products or product functionality). **Any Beta will be provided to Customer "as-is" without warranty or obligation of any kind and is not Indemnified Technology. All uses of any Beta is at Customer's own risk.**

9. **Nielsen Terms**. This section applies solely if the Currency Provider for the On-demand Services is The Nielsen Company **("Nielsen")**.

9.1. **Definitions.**

9.1.1. **"Nielsen Ad Tag"** means the Nielsen tagging code which shall be used in connection with a Campaign for the purpose of collecting exposure, activity, and other data on such Campaign.

9.2. Throughout the License Term, Customer will maintain a contractual relationship with Nielsen for access to the Digital Ad Ratings (DAR) services as provided directly by Nielsen to Customer **("Customer DAR Agreement")**.

9.3. Customer shall activate Campaigns only on the following platforms: mobile, digital, and proprietary video player. For clarity, Customer shall not activate Campaigns on OTT or linear television platforms.

9.4. Customer shall ensure that it has all necessary rights and permissions for Adobe to use the Nielsen Ad Tag for the purpose of validating the Optimization Data.

9.5. As provided in the Customer DAR Agreement, Customer represents and warrants that:

9.5.1. it has all necessary rights and permissions, including consent of the applicable advertiser or agency, to insert the Nielsen Ad Tag into the Campaign or applicable digital property or video player;

9.5.2. the use of the Nielsen Ad Tag does not conflict with any insertion order or other agreement with Customer or any terms of use, privacy policy, representation or other agreement posted to users where the Campaign will run;

9.5.3. it will comply with all applicable laws, decisions, directives, guidance, rules or regulations (including data protection and privacy laws), applicable industry best practices and self-regulatory guidelines or codes;

9.5.4. it will maintain a privacy policy that (i) clearly and conspicuously discloses that it employs a third party to collect information on the website or app, including through the use of cookies, web beacons, ad IDs, etc.; and (ii) provides choices in connection with the use of any digital or mobile tracking technologies such as linking to Nielsen's privacy policy at http://www.nielsen.com/digitalprivacy and/or referencing the opt-out options available at, for example, aboutads.info, networkadvertising.org, and/or youronlinechoices.com, if applicable.

10. **Definitions.**

10.1. **"Adobe Usage Pixel"** means the Adobe impression pixel provided to Customer by Adobe to record Impressions delivered using Optimization Data. Distributed Code includes the Adobe Usage Pixel.

10.2. "**Beta**" means a new beta feature included in the On-demand Services, which is either labelled as "beta" within the user interface of the On-demand Services or is otherwise designated as "beta" by Adobe orally or in writing, or is made available to Customer by invitation from Adobe.

10.3. **"Campaign"** means an advertising campaign associated with the Optimization Data and to be measured by a Currency Provider.

10.4. **"Currency Provider"** means a vendor that supplies advertising measurements and insights regarding the targeting of advertisements.

10.5. **"Impression"** means the measurement of a response from a video ad delivery system to an ad request from a digital video content host, as provided in Sec. 4.1 ("Impression Counting") of the 2018 Interactive Advertising Bureau (IAB) Digital Video Impression Measurement Guidelines.

10.6. **"Optimization Data"** means the segment data created by the On-demand Services from Pseudonymous User Data provided by Customer, as optimized by data obtained from Currency Provider(s).

10.7. **"Pseudonymized ID"** means a unique identifier, such as a visitor ID or mobile device ID, that is associated with an individual consumer, household, group, organization or device, which is modified by Customer in a manner that ensures that the data cannot be (i) used, by itself or in combination with other information, by Adobe or a third party to identify a specific natural person or (ii) reverse-engineered, taking into account currently available technology.

10.8. **"Pseudonymous User Data**" means Customer's user-level viewing behavior data and related Pseudonymous IDs. Customer Data includes Pseudonymous User Data.

10.9. "**Targeting Platform**" means any entity (e.g., demand-side platform, ad server, or content management platform) that has entered into an agreement with Customer authorizing such entity to access and use Transmitted Data.

10.10 **"Transmitted Data"** means any data imported into the On-demand Services from other sources (i.e., Adobe Analytics), and any data exported from the On-demand Services. With the exception of the Optimization Data, Transmitted Data is Customer Data.