



1. Requirements.

- 1.1 **Data Management Platform and Analytics Providers.** Throughout the License Term, Customer must have a valid license to a Data Management Platform and an Analytics Provider to use those features of the On-demand Services that require a Data Management Platform and an Analytics Provider, and Customer must consent to the flow of Provider Data into the On-demand Services. If Customer utilizes a third-party Data Management Platform or a third-party Analytics Provider in connection with the On-demand Services, Customer must ensure it has the rights from the Data Management Platform, the Analytics Provider, or both, as applicable, to use the Provider Data in the On-demand Services. Customer is solely responsible for Transmitted Data. Adobe is not responsible for the performance of any third-party Data Management Platform or third-party Analytics Provider.
- 1.2 **Currency Providers.** Throughout the License Term, Customer must have a contractual relationship with a Currency Provider in order to use the features of the On-demand Services that deal with data from Currency Providers. Customer must provide Adobe with its Video Content (i.e., show) schedules and accurate Show-Level Currency Reports on a monthly basis. Customer must maintain and keep current all mechanisms required to provide Adobe with such monthly accurate Show-Level Currency Reports. Adobe is not responsible for Customer's failure to send Adobe accurate Show-Level Currency reports. Customer must ensure it has the rights from the Currency Provider to use the Tag in connection with the On-demand Services and to include the Tag in Customer's Ads, as applicable. If permitted by applicable law, Customer acknowledges it may use the On-demand Service to send to Customer's Currency Provider cookie IDs and advertising IDs to enable the On-demand Services to better target Segments designated by Customer's Currency Provider.
- 1.3 **Order Information.** Customer must provide to the On-demand Services accurate and up-to-date information regarding Advertisers' orders of Impressions from Customer.
- 1.4 **Compliance with Laws.** Customer must comply with all laws, guidelines, regulations, codes, and rules, including the Video Privacy Protection Act for U.S. customers, as applicable, in connection with its use of the On-demand Services.

2. **Personal Data.** Except as otherwise permitted herein, Customer must ensure that Customer, Customer's Data Management Platform, Customer's Analytics Provider, and any other system of Customer that provides data to the On-demand Services do not transmit, provide, or otherwise make available to the On-demand Services any Personal Data.

3. **Beta.** Adobe may invite Customer to test a Beta. **Any Beta will be provided to Customer "as-is" without warranty or obligation of any kind and is not considered Indemnified Technology. All uses of any Beta is at Customer's own risk.**

4. Definitions.

- 4.1 **"Ad(s)"** means a graphic or multi-media file served adjacent to or otherwise in connection with Video Content, including, without limitation, overlays, companion banners, pre-roll/mid-roll/post-roll video advertisements and display advertisements.
- 4.2 **"Advertiser"** means an advertiser of a product or service.
- 4.3 **"Analytics Provider"** means Adobe Analytics or a third-party analytics provider supported by the On-demand Services.

- 4.4 **“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.
- 4.5 **“Currency Provider”** means a vendor that supplies advertising measurements and insights regarding the targeting of advertisements. Examples of Currency Providers are Nielsen and ComScore.
- 4.6 **“Data Management Platform”** means Adobe Audience Manager or a third-party data management platform supported by the On-demand Services.
- 4.7 **“Impression”** means each time an Ad is displayed on a Video Player.
- 4.8 **“Personal Data”** is given the meaning under the relevant applicable privacy or data protection laws relating to this term or any similar term (such as “personal information” or “personally identifiable information”) used in the applicable laws, or where no such laws apply, means any information that by itself or when combined with other information (such as telephone number, e-mail address, precise real-time GPS location, and government-issued identification number) can be used by Adobe to identify a specific natural person.
- 4.9 **“Provider Data”** means data provided by a Data Management Platform or an Analytics Provider. Provider Data is Customer Data.
- 4.10 **“Show-Level Currency Report”** means a report from Customer’s Currency Provider, which details the Segment(s) that watched all pieces of Video Content (i.e., shows) played by Customer.
- 4.11 **“Tag”** means HTML tags, JavaScript code, or other code provided to Customer by the Currency Provider.
- 4.12 **“Transmitted Data”** means Provider Data, any data imported into the On-Demand Services from other sources, and any data exported from the On-Demand Services. Transmitted Data is Customer Data.
- 4.13 **“Video Content”** means any and all audio, video and data, excluding Ads, which is made available by Customer over a Video Player. Video Content is “Customer Content” under the General Terms.
- 4.14 **“Video Player”** means content player, used for playback on individually branded distribution channels (including mobile or connected device applications), regardless of whether such players are intended for desktop operating systems or other device operating systems.