



PSLT - Adobe Audience Manager (2017v1)

1. Additional License.

- 1.1 Customer may permit Strategic Partner(s) to install the Distributed Code solely on Strategic Partner Sites.
- 1.2 Customer must obtain the rights from the Strategic Partner or Third-Party Data Provider to grant Adobe the right to use the the Strategic Partner or Third-Party Data Provider as necessary to provide the On-demand Service.

2. Transmitted Data. Upon request by Customer, Adobe will send specified Transmitted Data to a Targeting Platform on behalf of Customer. Customer is responsible for ensuring 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).

3. Use of a Targeting Platform. 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 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.

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. Strategic Partners. Customer is responsible for ensuring that Strategic Partners' Site complies with the privacy requirements in the General Terms, applicable laws, guidelines, regulations, codes, and rules (including the DAA Self-Regulatory Principles where applicable) in the collection of Strategic Partner Data.

6. Personal Data. Customer must ensure that Customer, Customer's Strategic Partners, and Customer's Third-Party Data Providers: (A) do not transmit, provide, or otherwise make available to Adobe any Personal Data, and (B) do not derive Personal 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. Additional Claims. Customer's obligations set forth in the "Other Claims" section of the General Terms will also apply to Claims that arise from either:

- 7.1 a Strategic Partner's actions, a Third-Party Data Provider's actions, or Customer's actions in connection with using a Targeting Platform; or
- 7.2 the use, display, exchange, or transfer of Transmitted Data between and among Strategic Partners, Third-Party Data Providers, or Targeting Platforms and Adobe.

8. Effect of Termination. Customer's obligations regarding the removal of Distributed Code in the General Terms also apply to Strategic Partner Sites.

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 Fees.

- (A) The Audience Marketplace will clearly display a rate schedule for each Feed, which will identify (i) the Use Case (ii) the unit price for each Use Case and (iii) the Fee for the applicable Use Case. Unit prices

for Feeds displayed by the Audience Marketplace are set by the applicable Third-Party Data Provider and not Adobe.

- (B) Adobe will only manage billing and invoicing of Fees for Feeds provided by Third-Party Data Provider(s) on a CPM or Flat Fee on a monthly basis. If Customer wishes to use a Feed subject to a Non-Standard Fee, Customer must contract directly with the Third-Party Data Provider for such Non-Standard Fees. Non-Standard Fees (including reporting and direct billing with a Third-Party Data Provider) require that Third-Party Data Provider makes the Feed(s) available on a 100% discounted rate (as configured by Third-Party Data Provider) to Customer in the Audience Marketplace On-demand Service.
- (C) In the event an Administrator selects or unselects a Feed whose Fee a Flat Fee, Customer will pay Fees for the entire calendar month of access whether or not the Marketplace Data was accessed by Customer for the entire month (i.e., if Customer elected to turn on receipt of certain Marketplace Data on the 15th of a particular calendar month, Customer must pay Fees equivalent to receipt of Marketplace Data starting on the 1st of that calendar month). Fees will not be prorated for partial months.
- (D) In the event an Administrator selects a Feed whose Fee is based on CPM, Customer must provide Adobe with a report on Impression Usage monthly for each month Customer is using the Feed. Customer must provide Adobe with Impression Usage no later than the 5th day of each calendar month, and Customer's Administrator must submit this information to Adobe via the Audience Marketplace service. All Impression Usage must be true and accurate. In the event Customer's Administrator fails to report the monthly Impression Usage within the 5-day period following the end of a calendar month ("Unreported Period"), Customer's Administrator will report the Impression Usage for the Unreported Period no later than the end of the 5-day reporting period for the following month.

9.2 **Marketplace Data.**

- (A) Adobe 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 Strategic 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 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) use Adobe's On-demand Services to determine the data sources or data collection methodology used by a Third-Party-Data Provider; (iv) combine the Marketplace Data with any Personal Data; or (v) use targeting cookies on site visitor IDs provided by a Third-Party Data Provider in order to duplicate the Marketplace Data or data collection methodology of such Third-Party Data Providers so as to avoid fees that would otherwise be payable to Adobe or Third-Party Data Providers.
- (C) Marketplace Data will remain Third-Party Data even if it is modified or combined with other data, and then transferred back to Adobe 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 Data Provider(s) upon request.

9.3 **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.

- (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 and these terms will supersede any conflicting terms for the applicable Feed(s), as between Customer and Third-Party Data Provider. Any such terms will be solely between Customer and Third-Party Data Provider and Adobe will have no obligations or liability under such separate agreement. 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 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.

- 9.4 **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.

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 Strategic 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 the 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 **“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.
- 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 **“Strategic Partner”** means any third party that has entered into an agreement with Customer that:
- (A) authorizes the collection of data via the Distributed Code from such third party and the transfer of such data to Adobe and a Targeting Platform;
 - (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 Strategic Partners, as set forth in this PSLT.
- 10.18 **“Strategic Partner Data”** means data collected from Strategic Partner Site(s) via the Distributed Code.
- 10.19 **“Strategic Partner Site(s)”** means current and future website(s) and applications that are owned by Strategic Partner, and for which Strategic 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.