



PSLT- Adobe Audience Manager (2016v1)

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 Customer's obligations under this Agreement and 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.

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 do not transmit, provide, or otherwise make available to Adobe any Personal Data and do not derive Personal Data by, for example, any linking of, or cross-comparison of, the Transmitted Data with other data that the Targeting Platform may possess or acquire from third party sources.

7. Additional Claims. Customer's obligations set forth in section 10 (Other Claims) 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 as directed by Customer 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. Additional Definitions.

- 9.1 "Customer Data" also includes Strategic Partner Data and Third-Party Data.
- 9.2 "DAA" means Digital Advertising Alliance.
- 9.3 "Reports" has the meaning stated in the General Terms, but may include Transmitted Data.
- 9.4 "Strategic Partner" means any third party entity 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 and conditions applicable to Strategic Partners, as set forth in this PSLT.
- 9.5 **“Strategic Partner Data”** means data collected from Strategic Partner Site(s) via the Distributed Code.
- 9.6 **“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.
- 9.7 **“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.
- 9.8 **“Third-Party Data”** means data provided by a Third-Party Data Provider.
- 9.9 **“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; 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.
- 9.10 **“Transmitted Data”** means, collectively, Customer Data, Strategic Partner Data, and Third-Party Data.