



PSLT - Adobe Primetime Ad Insertion and Ad Transcoding (2015v2)

1. Additional Licenses and Restrictions.

- 1.1. **Additional License Grant from Adobe.** Adobe grants Customer during the License Term, a nontransferable, nonexclusive license to permit Users to access the On-demand Services through the applicable interface(s) to insert Ads and replace Ads in Content Streams.
- 1.2. **Additional License Grant from Customer.** Customer grants to Adobe and its Affiliates, during the License Term, the non-exclusive, worldwide, royalty-free, limited right to:
 - (A) modify the Content Stream solely to insert or replace Ads in the Customer Content for Customer's benefit and on Customer's behalf based on Customer's Data;
 - (B) use, access, store and display Ads on Customer Sites that deliver Ads through a Customer Player if Customer provides Adobe with Ads to host on Customer's behalf;
 - (C) send Tracking Beacons; and
 - (D) modify, access, download, display, store, stream or create derivative works based on or otherwise alter Ads as reasonably necessary to format and configure Ads into Content Streams for the sole purpose of providing the On-demand Services ("**Ad Transcoding**").
- 1.3. **Requirements.** As a condition of the licenses granted by Adobe to Customer:
 - (A) Customer will only use the On-demand Services with a Customer Player; and
 - (B) for each Ad insertion or Ad replacement, a Customer Player must always first communicate with the On-demand Services before communicating with any Ad Server.
- 1.4. **Tracking Beacons.** Adobe will only send Tracking Beacons if Customer inputs instructions and all required information in the On-demand Services in order for Adobe to send Tracking Beacons.

2. Customer Responsibilities. Customer is responsible for:

- (A) enabling Ad Transcoding in the Adobe Primetime TVSDK;
- (B) ensuring that the Ads complies with the laws of all jurisdictions where Customer distributes the Customer Content and Ads and where the Customer Content and Ads are being delivered; and
- (C) promptly removing Ads if Customer is notified or otherwise has reason to believe that the Ads violates relevant laws.

3. Content Owners Customer is solely responsible for:

- (A) ensuring that (i) any Content Owner agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the On-demand Services and Documentation on the same basis as applies to Customer and (ii) such use is only in relation to Customer's direct beneficial business purposes as restricted herein,
- (B) ensuring that the Content Owners comply with all local laws and regulations, including the Children's Online Privacy Protection Act, where applicable. Customer remains fully liable for any and all acts or omission by Content Owners Teams related to this Agreement.

4. **Other Claims.** Customer's obligations under section 11 of the General Terms also apply to any third party Claim to the extent it arises from (A) Customer's selection of Ads for display in Customer Content; or (B) any Ads.

5. **Definitions.**

- 5.1. **"Ads"** means a graphic or multi-media file served adjacent to or otherwise in connection with Content, including, without limitation, overlays, companion banners, pre-roll/mid-roll/post-roll, video and display.
- 1.2 **"Adobe Primetime TVSDK"** means Adobe's proprietary SDK for creating desktop and mobile application video players.
- 1.3 **"Ad Server(s)"** means the third party and/or Adobe Primetime server that the Customer Player and/or the On-demand Service must communicate with in order to determine which Ad to insert into the Content.
- 1.4 **"Content"** means any and all audio, video and data that is made available by Customer.
- 1.5 **"Content Owner"** means a third party that is making Content available to Customer for publishing within Customer Sites using the Customer Player.
- 1.6 **"Content Stream"** means the HTTP Streaming delivery of Customer Content and Ads to Customer Player.
- 1.7 **"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 purpose of inserting Ads in a Customer Player.
- 1.8 **"Customer Data"** means any data and information (A) collected from the Customer Player, (B) that the Customer chooses to import from Customer's internal data stores or other sources not supplied by Adobe into the On-demand Services, (C) that Customer inputs into the On-demand Service and (D) collected via the On-demand Services.
- 1.9 **"Customer Player"** means the Customer Content players and Ad players that Customer created in order to use the On-demand Services.
- 1.10 **"HTTP Streaming"** means the video streaming formats listed in the Sales Order.
- 1.11 **"Tracking Beacon(s)"** means a notification that is sent by the On-demand Service or Customer Player to a third party to inform such third party that an Ad has played.