

## General Terms

### 1. MINIMUM TERMS

A reference to “Minimum Terms” means:

- 1.1 These General Terms; and
- 1.2 The applicable Product Specific Licensing Terms, where references to “Adobe” will mean Partner, except when relating to (a) the proprietary nature of Adobe’s Products and Services and (b) Adobe’s servers or data processing role.

Unless specifically noted in these General Terms, in the event of an inconsistency, the applicable Product Specific Licensing Terms will prevail to the extent of the inconsistency over these General Terms.

### 2. DEFINITIONS

- 2.1 “**Adobe**” means Partner’s third party provider of the Products and Services.
- 2.2 “**Adobe Technology**” means technology owned by Adobe or licensed to Adobe by a third party (including the Products and Services, Reports, software tools, algorithms, software (in source and object forms), user interface designs, architecture, toolkits, plug-ins, objects and Documentation, network designs, processes, know-how, methodologies, trade secrets, and any related intellectual property rights throughout the world), and suggestions made to Adobe that are incorporated into any of the foregoing (which will be deemed assigned to Adobe), as well as any of the derivatives, modifications, improvements, enhancements, or extensions of the above, whenever developed.
- 2.3 “**Computer**” means a virtual or physical device for storing or processing data, such as servers, desktop computers, laptops, mobile devices, Internet-connected devices, and hardware products. Where a device contains more than one virtual environment (including virtual machines and virtual processors), each virtual environment will be counted as a separate Computer.
- 2.4 “**Customer**” means the end user entity identified as “Customer” or otherwise similarly identified in the Customer Order Form placed with Partner for Products and Services.
- 2.5 “**Customer Content**” means any material, such as audio, video, text, or images that is imported into the On-demand Services or Managed Services by Customer or on Customer’s behalf in connection with Customer’s use of the Products and Services, including for collaboration, content delivery, digital publishing, targeted advertising, or indexing.
- 2.6 “**Customer Data**” means any information that is imported by Customer or on behalf of Customer into the On-demand Services or Managed Services from Customer’s internal data stores or other third-party data providers, or is collected via the Distributed Code, in connection with Customer’s use of the Products and Services.
- 2.7 “**Customer Order**” or “**Customer Order Form**” means the order for Products and Services placed by Customer with Partner.
- 2.8 “**Customer Site**” means any current or future website or application that is owned and operated by Customer, or is hosted or operated by a third party, by Partner or by Partner’s third party provider, in any such case on Customer’s behalf, and that contains a privacy policy or terms of use governing data collection practices that Customer controls.
- 2.9 “**Distributed Code**” means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by Adobe for use of the On-demand Services or Managed Services.
- 2.10 “**Documentation**” means the technical usage and product descriptions of the Products and Services published by Adobe on <https://helpx.adobe.com/product-descriptions.html>, which may be updated from time to time, and in which references to “Adobe” will mean Partner (except when relating to (a) the proprietary nature of Adobe’s Products and Services and (b) Adobe’s servers or data processing role). “Documentation” does not include any forum or content by any third party.
- 2.11 “**Effective Date**” means the effective date stated in the Customer Order.
- 2.12 “**License Metric**” means the per-unit metrics specified in connection with the licensed quantities identified in

the Customer Order Form, to describe the scope of Customer's license to use the Products and Services.

- 2.13 **"License Term"** means the duration of the license for Products and Services, as stated in the Customer Order, or any shorter term arising from a termination of these Minimum Terms.
  - 2.14 **"Managed Services"** means the Adobe Technology services hosted by or on behalf of Adobe and provided to Customer as a dedicated instance, as set out in the Customer Order.
  - 2.15 **"On-demand Services"** means the technology services hosted by or on behalf of Adobe and provided to Customer as a shared instance, as set out in the Customer Order.
  - 2.16 **"On-premise Software"** means the Adobe software that is deployed by or on behalf of Customer on hardware designated by Customer, as set out in the Customer Order.
  - 2.17 **"Partner"** means the entity that has been contractually authorized by Adobe to provide Products and Services to Customer.
  - 2.18 **"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.
  - 2.19 **"Products and Services"** means the On-premise Software, On-demand Services, Managed Services, or Professional Services as set out in the Customer Order.
  - 2.20 **"Product Specific Licensing Terms"** or **"PSLT"** means the Product Specific Licensing Terms document published by Adobe on <http://www.adobe.com/legal/terms/enterprise-licensing.html> that describes the additional licensing terms for specific Products and Services.
  - 2.21 **"Professional Services"** means any consulting, training, implementation, or technical services provided by Partner to Customer, as set out in the Customer Order.
  - 2.22 **"Report"** means any graphical or numerical display of Customer Data that contains Adobe's proprietary design, look and feel, and is generated by the On-demand Services or Managed Services.
  - 2.23 **"Required Laws"** means applicable privacy and data protection laws, regulations, rules, guidelines, and codes.
  - 2.24 **"Sensitive Personal Data"** is given the meaning under relevant privacy or data protection laws relating to this term or any similar term (such as "sensitive personal information") used in the applicable laws, or where no such laws apply, means an individual's financial information (including financial account information), sexual preferences, medical or health information, and personal information of children protected under any child protection laws (such as the personal information defined under the US Children's Online Privacy Protection Act).
  - 2.25 **"User"** means an individual (either an employee or temporary worker of Customer) who may use or access the Products and Services.
3. **DELIVERY.** On-premise Software is deemed to be delivered and accepted by Customer on the earlier of the date the On-premise Software is made available for electronic download or, if applicable, the date that Partner ships the tangible media (e.g., CD or DVD) containing the On-premise Software FOB origin. On-demand Services or Managed Services are deemed to be delivered and accepted on the License Term start date.
  4. **LICENSE AND RESTRICTIONS**
    - 4.1 **License Grant for On-demand Services and Managed Services.** Provided Customer purchases the respective Products and Services, Partner grants Customer, during the License Term, a non-transferable, non-exclusive license to:
      - (A) permit Users to access the Products and Services, and where applicable, Reports, through the applicable interfaces;
      - (B) install, implement, and use the Distributed Code on Customer Sites; and
      - (C) develop and test Customer Customizations (as that term is defined in the PSLT for the applicable

Managed Services) to evaluate potential configurations of the Managed Services,

all solely in connection with Customer's use of the Products and Services in accordance with the Documentation for Customer's direct beneficial business purposes. User login IDs and passwords will be provided to Customer in a quantity mutually agreed upon by Customer and Partner. Customer must not share its login IDs and passwords, and is responsible for unauthorized access to its login IDs and passwords. Customer must not allow the use of the same login ID simultaneously by two or more Users.

- 4.2 **License Grant for On-premise Software.** Provided Customer purchases the respective Products and Services, Partner grants Customer, during the License Term, a non-exclusive and non-transferable license to:
- (A) install and use the Products and Services in accordance with the Documentation on Computers for its direct beneficial business purposes, for the platforms and quantities set out in the Customer Order; and
  - (B) make a reasonable number of copies of the On-premise Software for archival purposes and install and use the copies only when the primary copy has failed or is destroyed. Customer may also install copies of the On-premise Software in a disaster recovery environment, on a cold backup basis, for use solely in disaster recovery, and not for production, development, evaluation, or testing. For purposes of the prior sentence, cold backup basis means that the backup copies are completely disconnected from any use environment and not receiving automatic data updates, and those backup copies require a manual activation process to pick up the use environment load during the failure of the primary copies.
- 4.3 **License to Documentation.** Customer may make and distribute copies of the Documentation for use by Users in connection with use of the Products and Services in accordance with these Minimum Terms, but no more than the amount reasonably necessary. Any permitted copy of the Documentation must contain the same copyright and other proprietary notices that appear in the Documentation.
- 4.4 **License Restrictions.** Except as permitted under these Minimum Terms, Customer must not:
- (A) use the Products and Services in (1) violation of any applicable law (including, where applicable, COPPA), or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, or intellectual property laws); or (2) a manner that would cause a material risk to the security or operations of Adobe or any of its customers, or to the continued normal operation of other Adobe customers;
  - (B) copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license the Products and Services;
  - (C) offer, use, or permit the use of the Products and Services in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third party;
  - (D) attempt to interact with the operating system underlying the On-demand Services and Managed Services, or modify, create derivative works of, adapt, translate, reverse engineer, decompile, or otherwise attempt to discover the source code in, any Adobe Technology. This restriction will not apply to the extent it limits any non-waivable right Customer may enjoy under applicable law;
  - (E) remove, obscure, or alter any proprietary notices associated with the Products and Services (including any notices in Reports);
  - (F) use any software components, modules, or other services that may be delivered with the Products and Services, but which are not licensed to Customer and identified in the Customer Order; or
  - (G) unbundle any components of the On-premise Software for use on different Computers as the On-premise Software is designed and provided to Customer for use as a single product.

Partner and its licensors reserve all other rights not expressly granted in this Agreement.

- 4.5 **Third Party Providers.** If Customer uses certain features of the Products and Services in conjunction with third party data, products, services, and platforms (e.g. social media platforms, media partners, wireless carriers, or device operating systems), then Customer is responsible for complying with the terms and conditions required by such third party providers, and all such use is at Customer's own risk.
- 4.6 **Regional Service Limitations.** Unless specifically licensed in the Customer Order, Customer is not permitted to use or allow its Users to use the On-demand Services and Managed Services in mainland China, Russia and

any other country where usage is restricted by local laws.

## 5. THIRD-PARTY ACCESS

- 5.1 **Outsourcing and Third-Party Access.** Customer may allow a third-party contractor to operate, use or access the Products and Services solely on Customer's behalf, but only if: (A) upon Partner's or any of its licensor's request, Customer provides Partner and/or its licensor, as applicable, with the identity of the contractor and the purpose for the contractor's use or access to the Products and Services; and (B) the use or access by the contractor is only for Customer's direct beneficial business purposes.
- 5.2 **Customer Responsibility.** If Customer allows any person or entity to operate, use or access the Products and Services, including under section 5.1 (Outsourcing and Third-Party Access), Customer is responsible for ensuring that such person or entity complies with the terms of these Minimum Terms, and Partner, or Partner's third party provider of Products and Services, has the right to enforce these Minimum Terms directly against such person or entity.
- 5.3 **No Additional Rights.** For clarity, the rights granted under this section 5 (Third-Party Access) do not modify the License Metric or increase the number of licenses granted under these Minimum Terms.

## 6. CUSTOMER CONTENT AND DATA; PRIVACY AND SECURITY MEASURES

- 6.1 **Ownership.** Customer owns (or where applicable, must ensure it has a valid license to) the Customer Data and Customer Content, subject to Adobe's underlying intellectual property in the Adobe Technology.
- 6.2 **Permitted Use.** Customer grants Partner and Partner's third party provider(s) and their affiliates a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display Customer Data and Customer Content solely: (A) to the extent necessary to perform its obligations or enforce its rights under the Customer Order and these Minimum Terms; or (B) where required or authorized by law.
- 6.3 **De-identified and Aggregated Data.** Customer acknowledges that, as part of their ordinary business operations, Partner and Partner's third party provider(s) and their affiliates may collect statistics and data about how their end users (including Customer) use their Products and Services. This may include data such as web browser, screen resolution, and mobile device-type information, as well as statistics about the types of transactions and data that are processed on behalf of end users. This data is recorded on a de-identified basis, and may be aggregated with data from other users. Nothing in this Agreement prevents Partner and Partner's third-party provider(s) and their affiliates from collecting or using this de-identified data, aggregated data or both, to support their ordinary business operations, which include improving their products and services and conducting various analytics activities.
- 6.4 **Responsibility.** Customer retains complete control over the installation and configuration of Distributed Code, and each Customer Site and Customer Content. Customer is responsible for ensuring that all Customer Sites used with the On-demand Services or Managed Services, and all Customer Data and Customer Content comply with all applicable laws and regulations. Customer will take reasonable steps to identify and promptly remove any Customer Data or Customer Content that violates the requirements of section 4.4(a) ("**Unlawful Content**"), in accordance with applicable laws and regulations. If there is Unlawful Content, Adobe may suspend services or remove the Unlawful Content.
- 6.5 **Consumer Generated Content.** If content generated by consumers of Customer is uploaded to Adobe's On-demand Services and Managed Services, the following terms apply:
  - (A) Adobe does not review all content uploaded to Adobe On-demand Services and Managed Services, but Adobe may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing); and
  - (B) Adobe may access or disclose information about Customer, its consumers, or Customer's use of the On-demand Services and Managed Services when it is required by law (such as when Adobe receives a valid subpoena or search warrant).
- 6.6 **Data Retention.** With respect to On-demand Services, Customer Data may be permanently deleted 25 months from the date of its collection or receipt, unless specified otherwise in the respective PSLT.
- 6.7 **Usage Analytics.** Partner and Partner's third party provider(s) may develop, modify, improve, support, and

operate the Products and Services based on Customer's use, as applicable, of any Products and Services.

6.8 **Customer's Users/Privacy Policy.** In connection with Customer's use of the On-demand Services and Managed Services:

- (A) Customer understands that Partner and Partner's third party provider(s) do not communicate with Customer's users directly, and accordingly, Customer is responsible for complying with (including giving any notifications, obtaining any consents, and making any disclosures required under) Required Laws.
- (B) Customer must ensure it does not directly or indirectly cause Partner or Partner's third party provider(s) that operate servers or host data for the On-demand Services or Managed Services, as applicable, to breach any Required Laws in the collection, storage, access, transfer, use or disclosure of Personal Data. Where required under Required Laws, Customer must ensure that it, when disclosing or transferring Personal Data from any source (including Customer Sites) to Adobe or third-party host providers, complies with the requirements for such disclosure or transfer.
- (C) Customer will conspicuously display a privacy policy or other notice, from the primary consumer interface, that:
  - (1) discloses Customer's privacy practices;
  - (2) identifies the collection (via cookies, web beacons, and similar technologies, where applicable), use, disclosure and transfer of all information gathered in connection with the Products and Services, including Personal Data, by Customer, Partner and Partner's third party providers as applicable;
  - (3) offers individuals an opportunity to opt out of (or opt-in if applicable law requires) the collection or use of data gathered in connection with the On-demand Services or Managed Services. Partner reserves the right to recommend to Customer that it modify its privacy disclosures to address updates or changes to applicable law, industry self-regulation, or best practices, and Customer agrees to undertake a good faith effort to address such recommendation(s).

6.9 **Sensitive Personal Data.** Customer agrees not to collect, process, or store any Sensitive Personal Data using the On-demand Services or Managed Services. Customer agrees not to transmit, disclose, or make available Sensitive Personal Data to Partner or Partner's third-party providers.

6.10 **Professional Services.** For Professional Services, Customer will not provide access to Customer Data unless Partner and Partner's third-party providers specifically agree in writing.

## 7. CLAIMS

7.1 **Customer's Obligations.** Customer will, at its expense, defend or settle any third-party claim against Partner or any of Partner's third party providers, to the extent it arises from:

- (A) Customer's failure to comply with Customer's data privacy policy, the Required Laws, and its obligations relating to Customer Data contained in these Minimum Terms;
- (B) any Customer Customization (as defined in the applicable PSLT), Customer Content or Customer Data; or
- (C) Customer's breach of section 4.5 (Third Party Providers).

Customer will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Customer). No limitation of liability provision shall apply to Customer's liability or obligations under this section.

7.2 **Conditions.** Customer's obligations under this section 7 (Claims) are conditioned upon Partner and/or Partner's licensors (to the extent permitted by applicable law):

- (A) promptly notifying the Customer of any claim in writing;
- (B) cooperating with the Customer in the defense of the claim;
- (C) granting the Customer sole control of the defense or settlement of the claim; and
- (D) refraining from making any admissions about the claim.

7.3 **Sole and Exclusive Remedy.** The remedies in this section 7 (Claims) are Partner's and Partner's third party providers' sole and exclusive remedies and Customer's sole liability regarding the subject matter giving rise to any such claim.

## 8. LICENSE COMPLIANCE

- 8.1 Partner or Adobe may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third party (or both) to verify that Customer's use, installation, or deployment of the Products and Services (or other Adobe Technology used in conjunction with the Products and Services) comply with these Minimum Terms.
- 8.2 For On-premise Software and any Distributed Code, the verification will require Customer to provide within 30 days of request (A) raw data from a software asset management tool of all On-premise Software and Distributed Code installed or deployed by or at the direction of Customer, including installation or deployment on servers owned by Customer or provided by third parties; (B) all valid purchase documentation for all On-premise Software and Distributed Code; and (C) any information reasonably requested by Adobe.
- 8.3 Any verification may include an onsite audit conducted at Customer's relevant places of business upon 7 days' prior notice, during regular business hours, and will not unreasonably interfere with Customer's business activities.
- 8.4 If the verification shows that Customer, its Affiliates or third-party contractors of Customer or its Affiliates are deploying, installing or using the Products and Services (or other Adobe Technology used in conjunction with the Products and Services): (A) beyond the quantity that was legitimately licensed; or (B) in any way not permitted under these Minimum Terms, so that additional fees apply, Customer must pay the additional license fees and any applicable related maintenance and support fees within 30 days of invoice date. If use, deployment, or installation exceeds 5% of that which is permitted under this Agreement, Customer must pay Partner or Partner's and Adobe's reasonable costs of conducting the verification, in addition to paying the additional fees.

## 9. SPECIFIC PROVISIONS FOR PROFESSIONAL SERVICES

### 9.1 License to Deliverables.

- (A) Without limiting or modifying any license granted to Customer for the On-premise Software, On-demand Services or Managed Services, Partner grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the materials developed and provided to Customer by Partner in performing the Professional Services ("**Deliverables**") solely for Customer's direct beneficial business purposes.
- (B) Partner and its third party providers retain all rights, title and interest (including intellectual property rights) in and to the Deliverables. To the extent that Customer participates in the creation or modification of any Adobe Technology or Deliverables, Customer waives and assigns to Partner and Partner's third party providers all rights, title and interest (including intellectual property rights) in the Adobe Technology or Deliverables. Partner and its third party providers are free to use the residuals of confidential information for any purpose, where "residuals" means that confidential information disclosed in non-tangible form that may be retained in the memories of representatives of Partner and its third party providers.

- 9.2 **Use of Subcontractors.** Customer agrees that Partner and its third party providers may use subcontractors in the performance of the Professional Services. Where Partner or its third party providers subcontracts any of its obligations concerning the Professional Services, Partner will not be relieved of its obligations to Customer under these Minimum Terms.

## 10. TERM AND TERMINATION

- 10.1 **Term.** These Minimum Terms apply to each of the Products and Services from the Effective Date until the expiration of the applicable License Term, unless terminated earlier under these Minimum Terms. If Customer commits a material breach of these Minimum Terms, Partner may give written notice describing the nature and basis of the breach to Customer. If the breach is not cured within 30 days of the notice date, Partner may immediately terminate the Customer Order, in whole or in part. Partner may terminate the Customer Order Form, in whole or in part, immediately upon written notice to Customer if Customer breaches any confidentiality obligations relating to the Products and Services or section 4.4(D) of these General Terms. The termination or expiration of these Minimum Terms will not affect any provisions which by their nature survive termination or expiration, including intellectual property, compliance, limitation of liability, privacy and content monitoring.
- 10.2 **Effect of Termination or Expiration.**

- (A) Upon termination or expiration of these Minimum Terms or any License Term for the Products and Services:
    - (1) the license and associated rights for the Products and Services will immediately terminate; and
    - (2) Customer must, at its expense: (a) remove and delete all copies of the On-premise Software and Distributed Code; and (b) remove all references and links to the On-demand Services or Managed Services from the Customer Sites. Some or all of the Products and Services may cease to operate without prior notice upon expiration or termination of the License Term; and
    - (3) Customer Data and Customer Content stored within the On-demand Services will be available to Customer for 30 days after the termination or expiration in the same format then available within the reporting interface(s).
  - (B) Customer will be liable for any fees for any On-demand Services and Managed Services that are still in use or which remain active after termination or expiration of these Minimum Terms. These fees will be invoiced to Customer at the rate set out in the Customer Order.
  - (C) If Partner or one of Partner's licensors reasonably determines that Customer's deployment or use of the On-demand Services or Managed Services contains or creates a material risk to Adobe Technology, Adobe's confidential information, the security or business operations of Adobe, any customer of Adobe, or to the continued normal operation of other Adobe customers, then Partner and/or any of Partner's licensors may, at any time, upon written notice to Customer, immediately suspend or terminate Customer's access, in whole or in part, to the On-demand Services or Managed Services, until such risk is resolved. Partner will use commercially reasonable efforts to mitigate any such security or operational risk prior to suspension or termination and only will look to such efforts as a final option to avoid such risks.
- 10.3 **Survival.** The termination or expiration of these Minimum Terms will not affect any provisions of these Minimum Terms which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, term and termination, effect of termination, intellectual property, license compliance, privacy, content monitoring, and the "General Provisions" section in these General Terms.

## 11. GENERAL PROVISIONS

- 11.1 **Customer Order.** Any terms or conditions in the Customer Order or any other related documentation submitted by or on behalf of Customer to Partner do not form part of these Minimum Terms and are void.
- 11.2 **Assignment.** Customer may not assign its rights under these Minimum Terms without the prior written consent of Adobe if the assignment expands the scope of the licenses granted.
- 11.3 **U.S. Government Licensing.** For US Government end users: Customer acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.