

Acrobat.com Subscription Agreement

This Acrobat.com Subscription Agreement addendum (“Subscription Terms”) is between Adobe Systems Incorporated and “you,” (collectively, the “Parties”), and supplements or amends, as applicable, the terms of the Acrobat.com Services Agreement or Acrobat.com Additional Terms of Service (collectively, the “Agreement”), as applicable. Unless otherwise stated in these Subscription Terms, all capitalized terms in these Subscription Terms shall have the same meaning as in the Agreement.

You agree that these Subscription Terms are like any written negotiated agreement signed by you. By purchasing a subscription to the Subscription Services (as defined below) and by logging in to Acrobat.com, you agree to be bound by the terms of the Agreement and these Subscription Terms, including terms regarding governing law and venue set forth in Section 5 (Governing Law) herein. **THESE SUBSCRIPTION TERMS ARE ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY ON WHOSE BEHALF THE SUBSCRIPTION SERVICES ARE USED.**

1. **Subscription Services.** Per the terms of these Subscription Terms, Adobe grants to you a license to use additional functionality of the Services according to the subscription option to which you subscribe (“Subscription Services”).

2. **Payment.**

2.1 **Subscription Fees.** Use of the Subscription Services is subject to your payment of fees (the “Subscription Fees”), which may vary according to the subscription option to which you have subscribed and/or the period of time for which you have elected to pay for the Subscription Services (the “Subscription Term”). For purposes of clarification, certain basic functionality of the Services is offered by Adobe free of charge per the terms of the Agreement.

Adobe will collect the Subscription Fees for the Subscription Services in advance of each Subscription Term. You are responsible for paying all taxes levied in connection with your use of the Subscription Services. For additional information on payment and taxes, please visit the Adobe Store at http://kb2.adobe.com/cps/167/tn_16719.html or any successor Web site thereto. Your payment card company or bank may impose on you other fees in connection with your payment of the Subscription Fees, and Adobe has no connection to or responsibility for such fees.

2.2 **Automatic Renewal of Subscriptions.** Your subscription to the Subscription Services will automatically renew at the end of each Subscription Term. On the subscription renewal date, Adobe will automatically charge your payment card for the next Subscription Term (“Billing Date”). You can find your Billing Date in the “Your Subscriptions” area of the Adobe store. You may terminate the auto-renewal of your subscription at any time before your next Billing Date by visiting the “Your Subscriptions” area of the Adobe store. You will have access to the Subscription Services until the end of your then-current Subscription Term.

2.3 Nonrefundable Fees. All Subscription Fees paid by you in relation to a subscription to the Subscription Services are nonrefundable.

2.4 Payment Cards. As a condition to your right to use the Subscription Services, you must provide Adobe with a valid payment card number belonging to you from a card issuer that Adobe accepts with available funds sufficient to pay the applicable Subscription Fees. Such card must be associated with a valid North America address. Adobe may seek validation of your payment card account prior to your first purchase. In the event that you cancel this payment card or it is otherwise terminated, you must provide Adobe with a new valid payment card before the next Billing Date in order to avoid interruption in your access to the Subscription Services. Adobe may elect not to renew your subscription until a current valid payment card with sufficient funds is provided.

2.5 Changes in Price and/or Terms. Adobe may at any time, upon notice required by applicable law, (a) change the price of subscriptions for the Subscription Services or any part thereof, (b) institute new charges or fees, or (c) change these Supplemental Terms. Price and Subscription Terms changes and institution of new charges implemented during your subscription term will apply to subsequent Subscription Terms and to all new subscribers after the effective date of the change. If you do not agree to any such changes, then you must terminate your subscription to the Subscription Services and stop using the Subscription Services. Your continued use of the Subscription Services after the effective date of any such change shall constitute your acceptance of such change.

2.6 Collection of Service Fee. You agree that in the event Adobe is unable to collect the Subscription Fees owed by you to Adobe for the Subscription Services, Adobe may take the steps it deems necessary to collect such Subscription Fees from you and that you will be responsible for all costs and expenses incurred by Adobe in connection with such collection activity.

3. Termination of Subscription Services.

3.1 Termination by You. You may stop using the Subscription Services at any time. To terminate your Subscription Services account, you may terminate the auto-renewal of your subscription, as set forth in Section 2.2 (Automatic Renewal of Subscriptions) of these Subscription Terms. These Subscription Terms shall automatically expire upon such termination. You will not be entitled to a full or partial refund of the Subscription Fees paid by you for a Subscription Term if you terminate your subscription during such Subscription Term.

3.2 Termination by Adobe. In addition to the rights Adobe retains in Section 4(c) of the Agreement to modify or terminate the Subscription Services, your Services account, the Agreement, or these Subscription Terms, Adobe may also at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Subscription Services and these Subscription Terms upon your failure to pay any Subscription Fees owed by you. Any termination or suspension described in this Section 3.2 (Termination by Adobe) shall be made by Adobe in its sole discretion, without any refund to you of any prepaid Subscription Fees or amounts, and Adobe will not be

responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Subscription Services.

3.3 Account Reinstatement. Except in the event of certain material breaches by you of the Agreement, as determined by Adobe in its sole discretion, you may re-subscribe to the Subscription Services at any time following the termination of your Subscription Services account.

3.4 Survival. The following sections of these Subscription Terms shall survive expiration or termination of these Subscription Terms: 2.1 (Subscription Fees) (solely to the extent any Subscription Fees are due and owing), 2.3 (Nonrefundable Fees), 4 (Limitation of Liability), 5 (Governing Law), and 6 (Full Agreement).

4. Limitation of Liability. Section 15.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“15.2 ADOBE’S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE SUBSCRIPTION FEES PAID BY YOU TO ADOBE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. ADOBE’S SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY REASON.”

5. Governing Law. These Subscription Terms and their execution, validity and interpretation shall be governed in all respects in accordance with the laws of the State of California other than its conflict of law rules. You and Adobe also agree and hereby submit to the personal jurisdiction and venue of the Superior Court of Santa Clara County and the United States District Court for the Northern District of California with respect to such matters. The application of UCITA and the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

6. Full Agreement. Except as specifically amended by these Subscription Terms, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the body of the Agreement and these Subscription Terms, these Subscription Terms shall control. These Subscription Terms and the Agreement constitute the entire agreement between you and Adobe and supersede all prior and contemporaneous agreements, representations, and understandings between the Parties regarding your subscription to the Subscription Services.

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