

## **ADOBE® DOCUMENT CENTER SERVICE APPENDIX**

This Adobe Document Center Service Appendix (“Service Appendix”) is between Adobe Systems Incorporated and its affiliates (collectively, “Adobe”), and “**you**” (collectively, the “Parties”). The terms of this Service Appendix are in addition to the terms set forth in the Adobe Online Services Agreement between the Parties (“Agreement”), and are governed by the terms of such Agreement.

You agree that this Service Appendix is like any written negotiated agreement signed by you. By clicking to accept this Service Appendix, you agree to be bound by its terms.

**ADOBE MAY CHANGE, ADD, OR REMOVE ANY PART OF THIS SERVICE APPENDIX, OR ANY PART OF THE SERVICE (AS DEFINED BELOW), AT ANY TIME. IF ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU SHOULD REFUSE TO ACCEPT ANY UPDATED TERMS PROPOSED TO YOU BY ADOBE AND YOU MUST DISCONTINUE USING THE SERVICE.**

1. Definitions. Unless otherwise stated herein, all defined terms shall have the same meaning as set forth in the Agreement.

“File” means an electronic file in a file type supported by the Service that contains certain security and access control features (i.e., “policies”), which are requested by you and applied by the Service.

“Service” shall mean the Adobe® Document Center service.

“Recipient” means Participants who may access Protected Adobe PDF files subject to the limitations specified by you.

“Users” means, collectively, you and Recipients.

2. Use of the Service.

2.1 Permissions. You are permitted to convert a specified number of Content files to Adobe PDF files and create a specified number of Files during the Service Term for this Service, as specified on the Web site associated with the Service at the time you subscribed to the Service.

2.2 Use Restrictions. Notwithstanding anything set forth in the Agreement to the contrary, Adobe makes the Service available to you only for your individual use (including personal use and business use that directly benefits you individually), and such right does not extend to use by or on behalf of any association, organization, corporation or other entity comprised of multiple persons unless you have entered into a separate

written agreement with Adobe explicitly providing the right to do so. You may not use the Service to deliver and/or provide access to any File for which you charge a fee unless the Content in the File (a) directly relates to a broader business process or offering from you, and (b) does not constitute the sole or primary value of the File. For purposes of illustration, you are permitted to use the Service to deliver or provide access to a File that acts as an invoice or receipt for a business transaction for which you collect a fee is permitted, but you are not permitted to use the Service to deliver or provide access to a File for the sole or primary purpose of publishing the Content in such File and collecting a fee for access to such Content.

3. Use of Content. In order to use the Service, you may be required to submit Content, your Information, and Information of Recipients to Adobe. You grant Adobe permission to handle the Content and perform the actions necessary to carry out the requested Service, including the processing and conversion of Content into different file formats and the distribution of the processed and converted Content in accordance with the Information and instructions provided by you through use of the Service. E-mails containing Protected Adobe PDF files are sent to Recipients by you and not by Adobe.

4. Storage and Handling Rights. Unless otherwise set forth in the e-mail notification sent to you by Adobe authorizing you to use this Service, Users agree that Adobe does not store Content or Files and has no obligation to store your Information, Information of any Recipient, or other data related to the Service except to the extent necessary for Adobe to perform the Service as explicitly provided in the Agreement and this Service Appendix. You also acknowledge that Adobe retains the right to create reasonable limits on Adobe's use of the Content or Files, such as limits on file size, storage space, processing capacity, time frames for retention of File or Content, and similar limitations described in the Web pages accompanying the Service and as otherwise determined by Adobe in its sole discretion.

5. Privacy.

5.1 Destruction of Information. Adobe may delete Information of a Recipient if such Recipient has not accessed the Service or a File for more than one (1) year. In any event, Adobe may delete Information of a Recipient if such Recipient has not created an Adobe ID or opened any currently-active Protected Adobe PDF file within a reasonable period of time as determined by Adobe in its sole discretion even if such Recipient has received from you an e-mail containing a Protected Adobe PDF file. Furthermore, Adobe will delete your Information upon your request and will delete a Recipient's Information upon such Recipient's request, except to the extent such Recipient's Information pertains to a currently-active policy applied by you to a File. Recipient should contact you directly to request removal of such Recipient's Information from such policy.

5.2 Communications from Adobe to Trial Users. THE TERMS OF THIS SECTION 5.2 (COMMUNICATIONS FROM ADOBE TO TRIAL USERS) APPLIES TO YOU SOLELY IF YOU HAVE SUBSCRIBED TO THE SERVICE ON A TRIAL BASIS. NOTWITHSTANDING ANY COMMUNICATIONS PREFERENCES INDICATED

BY YOU IN CONNECTION WITH YOUR CREATION OF LOG-IN INFORMATION OR OTHERWISE, YOU AGREE THAT ADOBE MAY CONTACT YOU REGARDING THE SERVICE DURING THE TERM OF YOUR TRIAL SUBSCRIPTION.

6. Security. For more information on the security measures Adobe has implemented with respect to the Service, please see the applicable Service documentation.

7. Service Level Agreement.

7.1 Service Availability Objective. Adobe's objective is to make reasonable efforts to provide Service Availability of 99.9% as measured on a monthly basis ("Service Availability Objective"). Service Availability is defined as the time that the Service is capable of receiving, processing, and responding to requests, excluding (a) Scheduled Maintenance, (b) Customer Error Incidents, and (c) Force Majeure. Service Availability is calculated as a percentage by dividing the number of minutes the Service is available during the applicable month by the number of total minutes in the applicable month, excluding in all cases Scheduled Maintenance, Customer Error Incidents, and Force Majeure.

7.2 Definitions.

7.2.1 Scheduled Maintenance is defined as any maintenance performed during Adobe's standard maintenance windows (currently occurring between Saturday 12:01am Pacific Time and Sunday at 11:59pm Pacific Time, and weekdays between 6:00pm Pacific Time and 11:59pm Pacific Time) and any other maintenance of which you are given at least forty-eight (48) hours advance notice. Adobe may perform maintenance on some or all of the Service in order to upgrade hardware or software that operates or supports the Service, implement security measures, or address any other issues it deems appropriate for the continued operation of the Service.

7.2.2 Customer Error Incident is defined as any Service unavailability resulting from your applications, Content, or your equipment, or the acts or omissions of any user of the Service.

7.2.3 Force Majeure is defined as acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, orders, or restrictions, denial of service attacks and other malicious conduct, utility failures, or any other cause of Service unavailability that was beyond Adobe's reasonable control.

8. Termination.

8.1 By Adobe. Notwithstanding anything set forth in the Agreement to the contrary, Adobe may terminate this Service Appendix or remove or refuse to process Content submitted to Adobe or Files after making a reasonable attempt to provide notice of such

termination to you and affected Recipients (e.g., notification by e-mail to the e-mail address provided by you or such Recipients) if you do not use the Service for a period of at least two (2) years.

8.2 By You. You may elect to terminate the automatic renewal of this Service Appendix at any time for any reason or no reason by using the account management system associated with the Service or by contacting Adobe customer service. Your election to terminate the automatic renewal of this Service Appendix, and thus your termination of your right to use the Service, shall be subject to the cancellation policy for the Service in effect on the date you terminate this Service Appendix. Such cancellation policy shall be incorporated by reference into this Agreement. Adobe reserves the right to change the cancellation policy for this Service from time to time upon five (5) days' written notice to you, which such notice will be posted on the Web site associated with the Service.

9. Conflicts. In the event of a conflict between the terms of this Service Appendix and the terms of the Agreement, the terms of this Service Appendix shall control.

10. Survival: Sections 1, 3-6, 8, 9, and 10 of this Service Appendix shall survive termination of the Agreement.

Last Updated: December, 2006