



ACROBAT SIGN EMBEDDED PARTNER GENERAL TERMS (2025)

1. DEFINITIONS

- 1.1** “**Adobe**” means one or both of the following:
- (A) If the Products and Services are licensed in the United States (including its territories, possessions, and military bases, wherever located), Canada, or Mexico: Adobe Inc., located in San Jose, California.
 - (B) If the Products and Services are licensed in any other country(ies): Adobe Systems Software Ireland Limited, located in Ireland.
- 1.2** “**Adobe Technology**” means technology owned by Adobe or licensed to Adobe by a third-party (including the Products and Services, the Service API, 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 feedback made to Adobe that are incorporated into any of the foregoing (which are hereby irrevocably assigned to Adobe), as well as any of the modifications, or extensions of the above, whenever or wherever developed.
- 1.3** “**Affiliate**” means, for a Party, any entity that controls, is controlled by, or is under common control with the Party, where ‘control’ means the direct or indirect power to direct the affairs of an entity through voting power, economic or contractual interest, or otherwise.
- 1.4** “**Agreement**” means these Acrobat Sign Embedded Partner General Terms, the applicable Product Specific Licensing Terms (PSLT), and the Partner Sales Order, together with any exhibits included with the applicable Partner Sales Order.
- 1.5** “**Claim**” means a claim, action, complaint, or legal regulatory body, administrative or judicial proceeding filed against a Party.
- 1.6** “**Confidential Information**” means any non-public or proprietary information about a disclosing Party’s business related to technical, commercial, financial, employee, or planning information that is disclosed to the other Party in connection with their business relationship, and: (A) is identified in writing as confidential at the time of disclosure; or (B) is by its nature confidential or the receiving Party knows, or should reasonably know, is confidential. Any Adobe Technology and the terms and conditions of this Agreement shall be deemed to be Confidential Information of Adobe, and all Customer Data shall be deemed Confidential Information of Partner. Confidential Information does not include information that: (1) has become public knowledge through no fault of the receiving Party; (2) was known to the receiving Party, free of any confidentiality obligations, prior to disclosure by the disclosing Party; (3) becomes known to the receiving Party, free of any confidentiality obligations, from a source other than the disclosing Party; or (4) is independently developed by the receiving Party without the use of Confidential Information.
- 1.7** “**Customer**” means any enterprise company (including any employees, temporary workers, authorized agents, and other individuals acting on the enterprise company’s behalf) authorized by Partner to access and use the Products and Services such as to send Electronic Documents through the Integrated Solution (excluding rights of distribution or resale of the Products and

Services) via a Service Account provisioned by Partner and dedicated to such Customer under this Agreement. For clarity, Partner can also be its own Customer.

- 1.8 **“Customer Data”** means any information, Electronic Document or material (such as audio, video, text, or images), that is: (A) imported into the Products and Services by or on behalf of any of Partner, its Customers, or any User, or transmitted via Customer’s Service Account in connection with use of the Products and Services; or (B) collected via the Distributed Code, and is used in connection with Partner’s use of the Products and Services.
- 1.9 **“Data Privacy Claim”** means a Claim arising from: (A) a Party’s failure to comply with the applicable data security and privacy laws as clarified by the roles, responsibilities, and obligations set forth in the applicable Data Processing Addendum; or (B) Partner's failure to comply with section 5.7 (Third-Party Providers) or Partner's terms of use and privacy policy, including without limitation any terms of use of the Integrated Solution.
- 1.10 **“Data Processing Addendum”** means the Data Processing Addendum found at <https://www.adobe.com/legal/terms/enterprise-licensing/data-protection.html>, incorporated by reference, except where explicitly agreed otherwise between the Parties.
- 1.11 **“Distributed Code”** means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by Adobe for Partner to deploy and as required for use of the applicable Products and Services.
- 1.12 **“Documentation”** means the applicable technical specification and usage documentation for the Products and Services, including the Service API as such materials are made generally available on www.adobe.com and does not include any third-party content posted to <https://www.adobe.com>, content published in user forums hosted or moderated by Adobe, content related to any future functionality, or communications exchanged between Adobe and Partner, unless such communications are specifically incorporated by reference within the applicable Partner Sales Order.
- 1.13 **“Enterprise Licensing Terms”** means these Acrobat Sign Embedded General Terms and the applicable PSLTs.
- 1.14 **“Electronic Document”** means any electronic or digital document (such as an agreement, contract, invoice, etc.), regardless of content, that is uploaded into the Products and Services.
- 1.15 **“Indemnified Party”** means: (A) Partner when Adobe is the Indemnifying Party; and (B) Adobe when Partner is the Indemnifying Party.
- 1.16 **“Indemnified Technology”** means the Products and Services paid for by Partner.
- 1.17 **“Indemnifying Party”** means: (A) Adobe with respect to Claims: (1) arising from Adobe’s failure to comply with the applicable data security and privacy laws as clarified by the roles, responsibilities and obligations set forth in the applicable Data Processing Addendum; or (2) arising under section 9.2 (Intellectual Property Claims); and (B) Partner with respect to Claims arising from Partner or Customer’s failure to comply with: (1) the applicable data security and privacy laws as clarified by the roles, responsibilities and obligations set forth in the applicable Data Processing Addendum, including without limitation any terms of use and privacy policy relating to the Integrated Solution; (2) section 5.7 (Third-Party Providers); or (3) Partner’s terms of use and privacy policy.
- 1.18 **“Integrated Solution”** means any current or future website or application that is owned and operated by Partner, or is hosted or operated by a third-party, that embeds the Products and Services via the Service API, where each Customer is configured with a separate Service Account by Partner, and is identified in the Partner Sales Order, and that contains a privacy policy or terms of use governing data collection practices that Partner controls.
- 1.19 **“License Term”** means the earlier of the duration of the license for Products and Services as

stated in the Partner Sales Order, or any shorter term arising from a termination or expiration of this Agreement.

- 1.20 **“Partner”** means an entity identified on the applicable Partner Sales Order, purchasing the Products and Services.
- 1.21 **“Party”** or **“Parties”** means Adobe, Partner, or both, as applicable.
- 1.22 **“Partner Sales Order”** means the sales order form, statement of work, or other written document for the Products and Services executed between Adobe and Partner.
- 1.23 **“Products and Services”** means the on-demand Acrobat Sign electronic signature cloud service, the Service API, applicable sandbox environments, and other related products and services as set out in the Partner Sales Order.
- 1.24 **“Product Specific Licensing Terms”** or **“PSLT”** means the Product Specific Licensing Terms document(s) that describe(s) the additional licensing terms for specific Products and Services.
- 1.25 **“Restricted Country”** means mainland China, Russia and any other country where access or usage is restricted by local laws.
- 1.26 **“Professional Services”** means any consulting, training, implementation, or technical services provided by Adobe to Partner, as set out in the Partner Sales Order.
- 1.27 **“Report(s)”** means any graphical or numerical display of Customer Data that contains Adobe’s proprietary design, look and feel, and is generated by the Products and Services.
- 1.28 **“Sales Order”** means the **“Partner Sales Order.”**
- 1.29 **“Sensitive Personal Data”** means an individual’s financial information, sexual preferences, medical or health information protected under any health data protection laws, biometric data (for purposes of uniquely identifying an individual), personal information of children protected under any child protection laws (such as personal information defined under the US Children’s Online Privacy Protection Act (COPPA)), and any additional types of information included within this term or any similar term (such as ‘sensitive personal information’ or ‘special categories of personal information’), as used in applicable data protection or privacy laws.
- 1.30 **“Service Account”** means an account that has been provisioned by Partner for a particular Customer to access the Products and Services solely in connection with the Integrated Solution.
- 1.31 **“Service API”** means the Products and Services application programming interface that makes requests to the Products and Services solely in connection with the Integrated Solution.
- 1.32 **“Term”** has the meaning set forth in section 14.1 (Term).
- 1.33 **“Transaction”** means each Electronic Document, or collection of related Electronic Documents up to 100 pages or 10 MB, sent to Users through the Products and Services.
- 1.34 **“User”** means any individual or company that is the recipient of (such as to accept, view, approve, sign, delegate action to a third party, but not send) an Electronic Document via a Customer’s Service Account.
- 1.35 **“Territory”** means worldwide, provided Adobe makes the Service available in such country(ies), unless otherwise specified in the Partner Sales Order or restricted herein. Partner will not sell, offer or distribute the Integration Solution outside this Territory or in a Restricted Country.

2. PAYMENT OF FEES

- 2.1 **Integrated Solution Pricing.** Partner is free to set its own prices to its Customer(s) for the Integrated Solution, including the Products and Services, and such fees and payment terms will be agreed upon between Customer and Partner.

- 2.2 Payment.** Partner must pay the fees according to the payment terms in the applicable Partner Sales Order. All invoices will be delivered electronically to Partner. Adobe may charge interest at a monthly rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law on any overdue fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. Any fees that are unpaid as of the date of termination or expiration will be immediately due and payable. Partner agrees to provide clear indication within its form of payment, or emailing to sjar@adobe.com, as to which invoices payment should be applied no later than the date of payment. If Partner is not a publicly-traded corporation, upon Adobe's request, Partner will provide the necessary financial documents to allow Adobe to ascertain the credit-worthiness of Partner. In addition to any payments due, Partner may be required to pay any taxes, duties, or other amounts, including state sales taxes, however designated, which are levied or based upon payments due under this Agreement.
- 2.3 Failure to Pay.** If Partner fails to pay any amount due to Adobe under this Agreement (and not disputed as described in section 2.4 (Disputes) below), Adobe will send Partner a reminder notice. If Partner fails to pay within 15 days of the date of the reminder notice, Adobe may, in its sole discretion, terminate the applicable Partner Sales Order or suspend or restrict the provision of any and all Products and Services. Partner understands that any payments due to Adobe shall be paid regardless of Partner's potential revenue, sales, or other compensation anticipated as a result of entering into this Agreement.
- 2.4 Disputes.** If Partner believes in good faith that Adobe has incorrectly billed Partner, Partner must contact Adobe in writing within 30 days of the invoice date, specifying the error. Unless Partner has correctly notified Adobe of the dispute, Partner must reimburse Adobe's reasonable collection costs. Partner must pay the undisputed portions of Adobe's invoice as required by this Agreement.
- 2.5 Taxes.**
- (A) For India and Asia-Pacific (APAC) Partners:**
- (1) Australia, New Zealand, and other APAC Partners (Excluding India):** Prices do not include applicable services tax, goods and services tax or value added tax ("Applicable Taxes"). If Partner is located in India, Philippines, Vietnam, Indonesia, or Thailand, Partner must self-assess and remit all Applicable Taxes to the appropriate tax authority. If Partner is located in any other APAC country, Adobe will invoice Partner for all Applicable Taxes, and Partner must pay these Applicable Taxes. Where applicable, Partner must provide a tax-exemption claim to Adobe before placing an order. If Partner is required to withhold income taxes from its payment to Adobe, Partner must send Adobe an official tax receipt within 60 days of Partner's payment to Adobe.
 - (2) For India Partners:** If Partner is required to withhold income taxes from its payment to Adobe, Partner must send Adobe an official tax receipt within 30 days of the end of the fiscal quarter in which the Adobe invoice is issued; a fiscal quarter means a 3-month period ending on 30 June, 30 September, 31 December or 31 March, as prescribed under Indian tax laws. If Partner is required to deduct any equalization cess of 6% (or such other percentage as may be prescribed under Indian tax laws) that is applicable to any Products and Services under Indian laws ("Equalization Cess"), then Partner must: (a) deposit the Equalization Cess in India in accordance with applicable laws; and (b) not withhold income tax from its payment to Adobe for these Products and Services, notwithstanding the above.
 - (3)** Partner must email any applicable withholding tax receipts in a PDF format to Adobe Systems Software Ireland Limited at credit-sg@adobe.com, and mail the original certificate to Adobe: Attention Credit Department, Adobe Systems

Software Ireland Limited, 4-6 Riverwalk, Citywest Business Campus, Saggart, Dublin 24 Ireland.

(B) For all other Partners: Unless otherwise specified in the Partner Sales Order, prices do not include applicable taxes. Adobe will invoice Partner for any applicable taxes, and Partner must pay these taxes. Where applicable, Partner must provide a tax-exemption claim to Adobe before placing an order. If Partner is required to withhold income taxes from its payment to Adobe, Partner agrees to send Adobe an official tax receipt within 60 days of payment to Adobe.

3. DELIVERY

Products and Services (including the Service API) are deemed to be delivered and accepted by Partner on the License Term start date. In the event Partner is given access to a free trial to the Products and Services or to a developer account prior to the License Term Start Date, such access is granted solely for implementation and testing purposes.

4. PARTNER'S OBLIGATIONS

4.1 Service API. Partner is responsible for complying with the terms of the developer license to the Service API. Upon the release of any update to the Service API, Partner must promptly implement and use the most current version of the Service API, at its sole cost and expense.

4.2 Updates.

(A) Routine Maintenance. Partner agrees to implement routine, minor, and maintenance-related updates to the Products and Services ("**Routine Updates**") on a rolling basis, as required by Adobe, at its sole cost and expense. Routine Updates under this section 4.2(A) (Routine Maintenance) may include, but are not limited to: IP range changes, introduction of new shards and endpoints (without affecting existing endpoints), expansion of response objects (such as adding new fields), and performance and internal processing improvements (without changing the Service API behavior).

(B) Version Updates. Partner acknowledges that Adobe may, from time to time, release updated or new versions of Products and Services which may include enhanced features, functionality, performance improvements, or changes to the Products and Services' underlying architecture, such as platform migrations ("**New Version(s)**"). Partner agrees to adopt and transition to any such New Version(s), at its sole cost and expense, within a commercially reasonable period (not to exceed 12 months following notice of the New Version's availability) and within any associated end-of-life or deprecation timelines, as communicated by Adobe to Partner ("**Transition Period**"). Partner understands that continued use of previous versions of the Products and Service beyond the applicable Transition Period may result in termination of the applicable license to, or limitations to the functionality of, previous versions of the Products and Services. Adobe will provide Documentation to help facilitate Partner's adoption of the New Version.

4.3 Support. Unless the Parties agree otherwise in the Partner Sales Order or another writing signed by the Parties, Partner is responsible for providing first-line support to Customers and Users, including but not limited to: (A) validating the support request to ensure that the underlying issue is on the part of Adobe, and not of Partner; (B) working to resolve the issue directly with Customer and Users; and (C) in the event the issue is unable to be resolved by Partner, notifying and working alongside Adobe technical support to jointly resolve the issue. In all cases, Partner agrees to maintain ownership of the incident, as between Partner and Customers and Users, until a resolution is found.

4.4 Security. To the extent Partner chooses not to expose security features or bypasses, disables, or hides any security features available to Customers in the Products and Services, Partner will notify Customers which features are available or unavailable, provided that the Integrated

Solution must always meet the minimum-security standards for an Adobe-certified application provided by Adobe to Partner.

5. LICENSE AND RESTRICTIONS

- 5.1 License Grant for Products and Services.** Subject to the terms and conditions of this Agreement, Adobe grants Partner, during the License Term, within the Territory, and solely in connection with the Integrated Solution, a non-exclusive and non-transferable license solely to:
- (A) Embed the Service API into the Integrated Solution;
 - (B) Develop and test Partner customizations (as that term is defined in the applicable PSLT) to evaluate potential configurations of the Products and Services;
 - (C) Permit Partner to access the Products and Services through the Integrated Solution to act as an administrator of the Products and Services for Customer, which will include provisioning a separate Service Account for each Customer, all in accordance with the Documentation;
 - (D) Access Reports, through the Products and Services, as applicable;
 - (E) Permit Customer to access the Products and Services pursuant to section 5.2 (Customer Licensing Terms) below, in accordance with the Documentation.

For the avoidance of doubt, the Products and Services shall not be used by Customers or Users outside of the Integrated Solution. Partner acknowledges that the Service API provides the means by which Partner will embed or bundle the Products and Services within or with the Integrated Solution.

- 5.2 Customer License Terms.** Partner may only provide the Integrated Solution to Customers who have accepted Adobe's most recent Enterprise Licensing Terms and who have agreed that such Enterprise Licensing Terms will govern its use of the Products and Services. Partner may not make, authorize, or negotiate any changes to the Enterprise Licensing Terms, without the prior written consent of Adobe. Partner will configure the Service API in a manner that will permit Customer to comply with the Enterprise Licensing Terms. Partner agrees to provide evidence of its compliance with this section 5.2 (Customer License Terms) if requested by Adobe. Partner agrees that any additional rights granted by Partner to Customers, beyond the rights specifically provided in this Agreement, are at Partner's sole risk, and are not binding on Adobe.
- 5.3 Adobe Trademark License.** Subject to the terms of this Agreement, and only during the License Term, Adobe grants Partner a nonexclusive, nontransferable, revocable, limited license to use only those Adobe trademarks that are related to the Product and Services and only as contemplated by this Agreement. Trademarks must be used in accordance with Adobe's then-current Guidelines for Third Parties Who Use Adobe Trademarks ("**Guidelines**"). The Guidelines are available in the 'Permissions and Trademark Guidelines' section of Adobe's website at <http://www.adobe.com/misc/agreement.html> or at <http://www.adobe.com/misc/trademarks.html>. The Guidelines may be revised and updated at any time by Adobe in its sole discretion.
- 5.4 Outsourcing and Third-Party Access.** Partner may allow a third-party contractor to operate, use or access the Products and Services solely on Partner's behalf, provided such use or access is only for Partner's direct beneficial business purposes in carrying out its business as permitted under this Agreement. Partner is responsible for ensuring that any third-party operating, using or accessing the Products and Services on Partner's behalf complies with the terms of this Agreement. Partner is responsible for and liable for the acts or omissions of such third-party as if they were Partner's acts or omissions.
- 5.5 No Exclusivity.** No type of exclusive relationship is intended between the Parties.

5.6 License Conditions. Except to the extent expressly permitted under this Agreement, Partner agrees as a condition of the licenses that it must:

- (A) Not use the Products and Services in: (1) violation of any applicable law or regulation or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, publicity 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) Not copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license the Products and Services;
- (C) Other than in connection with the Integrated Solution, not 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) Not attempt to interact with the operating system underlying the Products and Services, or modify, create derivative works of, adapt, translate, reverse engineer (including monitoring or accessing the inputs and output flowing through a system or an application), decompile, or otherwise attempt to discover within any Adobe Technology, the source code, data representations, or underlying algorithms, processes and methods.
- (E) Not remove, obscure, or alter any proprietary notices associated with the Products and Services (including any notices in Reports);
- (F) Not use any software components, modules, or other services that may be delivered with the Products and Services, but which are not licensed to Partner and identified in the Partner Sales Order;
- (G) Not allow Customers or Users to share login IDs and passwords, or allow use of the same login ID simultaneously by two or more Customers or Users, and Partner is responsible for unauthorized access to its login IDs and passwords and must provision each Customer with a separate Service Account;
- (H) Add substantial functionality and value to the Integrated Solution, as Partner is prohibited from distributing, hosting, sublicensing, offering, or permitting access to the Products and Services as a standalone product or service;
- (I) Not use the Products and Service for its own internal business purposes except pursuant to a separate commercial agreement for such use, as Partner's license grant does not permit distribution pursuant to a U.S. Government contract, a letter of supply, or authorization to represent the Products and Services on GSA or other federal schedules; or
- (J) Not remove, obscure, or alter any proprietary notices associated with the Products and Services.

Adobe reserves all other rights not expressly granted in this Agreement.

5.7 Third-Party Providers. Partner is responsible for complying with any applicable terms and conditions of any third-party data, products, services, and platforms used by Partner in conjunction with the Products and Services. Partner acknowledges that at Partner's request, Adobe may send Customer Data to such third-party providers.

5.8 Regional Service Limitations. Unless use in a Restricted Country is specifically authorized in the Partner Sales Order, or the Products and Services are part of the 'Limited Subset of Products and Services' listed by Adobe at <https://www.adobe.com/legal/terms/enterprise-licensing/rsl-ww.html> or other similar country-specific licensing terms document (incorporated herein by reference), Partner is not permitted to use, or allow Customers or Users to use, the Products and

Services in any Restricted Country.

6. THIRD-PARTY ACCESS

- 6.1 Where specified in a Partner Sales Order, Partner may allow its Affiliates to use and access the Products and Services.
- 6.2 Partner may allow a third-party contractor to operate, use, or access the Products and Services solely on Partner's behalf, provided such use or access is only for Partner's direct beneficial business purposes. Partner is responsible for ensuring that any third-party or Affiliate operating, using, or accessing the Products and Services on Partner's behalf complies with the terms of this Agreement. Partner is responsible for and liable for the acts or omissions of such Affiliate or third-party as if they were Partner's acts or omissions.

7. CUSTOMER DATA

- 7.1 **Ownership.** As between Adobe and Partner, Partner (or its licensors and Customers) owns (or where applicable, must ensure it has a valid license to) the Customer Data, subject to Adobe's rights under the Agreement.
- 7.2 **Permitted Use.** Partner agrees that Adobe and its Affiliates may use, copy, transmit, sub-license, aggregate, model, index, store, and display Customer Data for one or more of the following: (A) to perform their obligations under this Agreement; (B) for product improvement and development; (C) to publish and distribute any anonymized information (i.e. information where neither Partner nor its site visitors are capable of being identified, which may be aggregated with other Partners' anonymous information) derived from Customer Data (such as, but not limited to, web browser, screen resolution, mobile device-type information, image resolution and number of pages in a document); or (D) to enforce their rights under this Agreement.
- 7.3 **Responsibility.**
 - (A) Partner will conspicuously display a privacy policy that discloses Partner's privacy practices, as it relates to the Integration Solution, including the collection, use, and sharing of information gathered in connection with the Products and Services, including types of data collected, and offers an opportunity to opt out of (or opt-in if applicable law requires) the collection, use, and sharing of data gathered in connection with the Products and Services.
 - (B) As between Adobe and Partner, Partner retains complete control over the installation and configuration of Distributed Code, the Integrated Solution, and Customer Data. In connection with Partner's use of the Products and Services (including the Integrated Solutions' collection and use of all Customer Data), Partner must comply with its privacy policy and all applicable laws and regulations. Partner will take reasonable steps to identify and promptly remove any Customer Data that violates the requirements of section 5.6(A) above, in accordance with applicable laws and regulations. If there is unlawful content, Adobe may suspend services and remove the unlawful content.
 - (C) **Sensitive Personal Data.** Unless specifically agreed to by Adobe in writing, Partner agrees not to collect, process, or store any Sensitive Personal Data using the Products and Services, or otherwise make Sensitive Personal Data available to Adobe or Adobe's third-party providers.
 - (D) **Professional Services.** For any applicable Professional Services, Partner will not provide access to Customer Data to Adobe unless specifically agreed to by Adobe in writing.
- 7.4 **Consumer Generated Content.** If content generated by Customers is uploaded into the Products and Services, the following terms apply:
 - (A) Adobe does not review all content uploaded to the Products and Services, but Adobe may use available technologies or processes to screen for certain types of illegal content (e.g.,

child pornography) or other abusive content or behavior (e.g., patterns of activity that indicate spam or phishing); and

(B) Adobe may access or disclose information about Partners', Customers', and Users' use of the Products and Services when it is required by law or regulation (such as when Adobe receives a valid subpoena or search warrant).

7.5 Data Retention. With respect to the Products and Services, Customer Data and Electronic Documents may be permanently deleted from Adobe's servers 25 months from the date of its collection or receipt, unless specified otherwise in the respective PSLT.

7.6 Usage Information. Adobe may develop, modify, improve, support, customize, and operate its products and services based on information that Adobe collects on Partner's and Customer's use of the Products and Services, such as sending Electronic Documents to the Users. Such information does not include any Customer Data.

8. CONFIDENTIALITY

The receiving Party will treat Confidential Information with reasonable care and disclose only on a need-to-know basis or as permitted under this Agreement. The receiving Party will only use Confidential Information for the purposes of performing its obligations or as permitted under this Agreement. However, a receiving Party may disclose Confidential Information: (A) if approved by the other Party in writing; (B) if required by law or regulation; (C) in the event of dispute between the Parties, as necessary to establish the rights of either Party; or (D) as necessary to provide the Products and Services licensed by Partner. In the case of (B) and (C), the receiving Party will provide reasonable advance notice to the other Party and provide reasonable assistance to limit the scope of the disclosure, unless prohibited by law or regulation. For the purpose of this section 8 (Confidentiality) and the definition of Confidential Information, a reference to a "Party" means a Party and its Affiliates. The receiving Party is responsible for ensuring that its representatives and Affiliates fully comply with the obligations of the receiving Party under this section 8 (Confidentiality).

9. INDEMNITIES

9.1 Data Privacy Claims.

(A) **Cooperation and Mitigation.** Both Parties will co-operate in good faith to avoid and mitigate Data Privacy Claims, in consideration of the rights of affected data subjects and the reputation of each Party. The Parties agree to provide each other reasonable assistance in investigating, mitigating, and resolving any Data Privacy Claims. Any information and materials exchanged or discovered in the course of such investigations, mitigation, and resolution will be the disclosing Party's Confidential Information.

(B) **Data Privacy Claims.** The Indemnifying Party will, at its sole expense, indemnify and defend the Indemnified Party against those losses of the Indemnified Party set out below in this section 9.1(B) (Data Privacy Claims) to the extent permitted by law and directly attributable to a third-party Data Privacy Claim against the Indemnified Party:

(1) settlement amounts negotiated by the Indemnifying Party;

(2) damages finally awarded by a court;

(3) administrative fines or penalties imposed by a regulatory authority;

(4) reasonable attorney's fees; and

(5) reasonable out-of-pocket expenses associated with satisfying applicable statutory requirements related to forensic analysis, credit monitoring, and notifying affected individuals of the incident giving rise to the Data Privacy Claim, as applicable.

(C) **Exception.** The Indemnifying Party will have no liability for or obligation to defend any Data

Privacy Claim to the extent such Claim arises from any act or omission of the Indemnified Party that impedes or prevents the Indemnifying Party's ability to comply with applicable data security and privacy laws.

9.2 Intellectual Property Claims

(A) Adobe's Obligations. Adobe will defend, at its expense, any third-party Claim against Partner made during the License Term to the extent the Claim alleges that: (1) the Indemnified Technology directly infringes the third-party's patent, copyright, or trademark; or (2) Adobe has misappropriated the third-party's trade secret ("**Infringement Claim**"). Adobe will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Adobe).

(B) Adobe's Response. In the defense or settlement of any Infringement Claim, Adobe may, at its sole option and expense:

- (1) procure for Partner a license to continue using the Indemnified Technology under the terms of this Agreement;
- (2) replace or modify the allegedly infringing Indemnified Technology to avoid the infringement; or
- (3) where (1) or (2) are not reasonably or commercially feasible, terminate Partner's license and access to the Indemnified Technology (or its infringing part) and refund in the case of Indemnified Technology licensed for a limited term, any prepaid unused fees as of the date of termination;

but only if Partner destroys all copies of the alleged infringing Indemnified Technology from all computer systems on which it was stored.

(C) Exceptions. Adobe will have no liability for any Infringement Claim that arises from any:

- (1) use of the Indemnified Technology in violation of this Agreement;
- (2) modification of the Indemnified Technology by Partner (or any third-party acting on Partner's behalf);
- (3) failure by Partner to install the latest updated version of the Indemnified Technology as requested by Adobe to avoid infringement; or
- (4) third-party products, services, hardware, software, or other materials, or combination of these with the Indemnified Technology, if the Indemnified Technology would not be infringing without this combination.

9.3 Other Claims. Partner (for purposes of this section, an "**Indemnifying Party**") agrees to indemnify and defend Adobe (for purposes of this section, an "**Indemnified Party**") from any costs, damages, and reasonable expenses (including attorneys' fees) resulting from any third-party Claim arising from or relating to: (A) the Integrated Solution other than from a Claim solely relating to the Products and Services not as included within the Integrated Solution; (B) access to use of the Products and Services by Customers who have not agreed to the Enterprise Licensing Terms; (C) negligence, misrepresentation, or error or omission on the part of Partner relating to Adobe or the Products and Services; (D) any warranty, term, condition, representation or promise made by Partner or its agents to any third party or Customer regarding Adobe or the Products and Services that is not specifically authorized in writing by Adobe; or (E) failure or delay in paying any taxes, duties or other amounts (including penalties or interest) as required, including the cost associated with the collection or withholding thereof.

9.4 Conditions. The Indemnifying Party, as applicable, will have no liability for any Claim under section 9.1 (Data Privacy Claims), 9.2 (Intellectual Property Claims), or 9.3 (Other Claims) that arises from any failure of the Indemnified Party to:

- (A) Notify the Indemnifying Party in writing of the Claim promptly upon the earlier of learning of or receiving a notice of the Claim, to the extent that the Indemnifying Party is prejudiced by this failure;
- (B) Provide the Indemnifying Party with reasonable assistance requested by the Indemnifying Party for the defense or settlement (as applicable) of the Claim;
- (C) Provide the Indemnifying Party with the exclusive right to control and the authority to settle the Claim; or
- (D) Refrain from making admissions or statements about the Claim without the Indemnifying Party's prior written consent.

9.5 Sole and Exclusive Remedy. The remedies in this section 9 (Indemnities) are, in addition to any termination or suspension remedies expressly set forth in this Agreement, the Indemnified Party's sole and exclusive remedies and Indemnifying Party's sole liability regarding the subject matter giving rise to any Claim.

9.6 No Exclusion of Mandatory Law. Nothing in this Agreement is intended to supersede any applicable law that would preclude Partner from providing an indemnification under this section 9 (Indemnities).

10. LIMITATION OF LIABILITY

10.1 Subject to section 10.3 below, neither Party will be liable to the other Party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages; loss of profits; loss of reputation, use, or revenue; or interruption of business. This section 10.1 does not apply to those amounts expressly recoverable by the Indemnified Party under section 9 (Indemnities), regardless of how such amounts are classified for damages purposes.

10.2 Subject to section 10.3 below, the maximum aggregate liability of each Party arising out of or related to this Agreement is limited to an amount equal to the aggregate of the fees payable by Partner under the applicable Partner Sales Order during the 12 months before the initial Claim, provided however, each Party's maximum aggregate liability arising out of or related to section 8 (Confidentiality) and section 9 (Indemnities) are limited to the greater of \$3,000,000.00 or two times the aggregate of the fees payable by Partner under the applicable Partner Sales Order.

10.3 Sections 10.1 and 10.2:

- (A) Apply regardless of the form or source of liability, including negligence, whether the liability was foreseeable, and whether a Party has been advised of the possibility of the liability;
- (B) Do not apply to Partner's liability arising out of use of Adobe Technology beyond the scope of any license granted under this Agreement, or Partner's failure to pay any amounts owing to Adobe under this Agreement; and
- (C) Do not apply to either Party's liability for: (1) death, bodily injury, or damage to tangible personal property resulting from a Party's negligence; (2) gross negligence or willful misconduct; (3) fraud; or (4) loss or damage for which liability cannot be excluded or limited by law.

11. WARRANTIES

11.1 Limited Warranty and Remedy. Adobe warrants that the Products and Services, as delivered to Partner, will substantially conform to the applicable Documentation during the License Term, to the extent that the Products and Services constitute Indemnified Technology. Partner must notify Adobe of a claim under this warranty within 45 days of the date on which the condition giving rise to the claim first appeared. To the extent permitted by law, Partner's sole

and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be a replacement of the Products and Services (as applicable), or if replacement is not commercially reasonable, a termination of the Products and Services, as applicable, and a refund of any pre-paid fees for the unused portion of the license (calculated at the date of termination) for the Products and Services.

- 11.2 Implied Warranties.** To the maximum extent permitted by law and except for the express warranties in this Agreement, Adobe provides the Products and Services on an "as-is" basis. Adobe, its Affiliates, and third-party providers disclaim and make no other representation or warranty of any kind, express, implied or statutory, including representations, guarantees, or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy. Partner acknowledges that: (A) neither Adobe, its Affiliates nor its third-party providers controls Partner equipment or the transfer of data over communications facilities (including the internet); (B) the Products and Services may be subject to limitations, interruptions, delays, cancellations, and other problems inherent in the use of the communications facilities (including search engines and social media channels); and (C) it is fully responsible to install appropriate security updates and patches. Adobe, its Affiliates, and its third-party providers are not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage resulting from these problems.

12. LICENSE COMPLIANCE

- 12.1** For Products and Services deployed with an Adobe admin console, both Parties have access to data regarding usage (which, depending on the relevant Products and Services, may include the quantity of Users, marketing contacts, API calls, profiles, data limits, etc.) recorded by the console.
- 12.2** Adobe will also have the right, no more than once every 12 months, to use means other than mere access, to verify that Partner's use, installation, and deployment of the Products and Services (or other Adobe Technology used in conjunction with the Products and Services) comply with the terms of this Agreement. For Products and Services, the verification will require Partner to provide within 30 days of request: (A) Distributed Code installed or deployed by or on behalf of Partner; (B) all valid payment documentation for Products and Services; and (C) any information reasonably requested by Adobe to determine Partner's use of the Products and Services.
- 12.3** If the verification provided in accordance with section 12.2 above is not sufficient to demonstrate Partner's compliance with the Agreement, Adobe may conduct an onsite audit at Partner's relevant places of business upon 14 days' prior notice, during regular business hours, and will not unreasonably interfere with Partner's business activities. Such verification may be conducted by an appointed independent third party.
- 12.4** Unless otherwise stated in the applicable Partner Sales Order, if any verification or Reports show that Partner is using the Products and Services (or other Adobe Technology used in conjunction with the Products and Services) beyond the quantity that was permissibly licensed, or in violation of this Agreement, then Adobe will invoice Partner accordingly for any additional fees that may apply (without limiting Adobe's rights at law or in equity) and Partner must pay those additional fees within 30 days of invoice date. Furthermore, if Partner's use, deployment, or installation of the Products and Services exceeds 5% of what is permitted under this Agreement, Partner must pay Adobe's reasonable costs of conducting the verification and any additional fees. Any information shared between the Parties during such verification is considered Confidential Information.

13. PROFESSIONAL SERVICES (IF APPLICABLE PER THE PARTNER SALES ORDER)

- 13.1 License to Deliverables.**

- (A) Without limiting or modifying any license granted to Partner for the Products and Services, Adobe grants Partner a non-exclusive, non-sublicensable, and non-transferable license to use the materials developed and provided to Partner by Adobe in performing the Professional Services (“**Deliverables**”) solely in connection with use of the Products and Services for Partner’s direct beneficial business purposes during the License Term.
- (B) Adobe retains all rights, title, and interest (including intellectual property rights) in and to the Deliverables. To the extent that Partner participates in the creation or modification of any Adobe Technology or Deliverables, Partner irrevocably assigns to Adobe all right, title, and interest (including intellectual property rights) in the Adobe Technology or Deliverables. Adobe is free to use Confidential Information disclosed in non-tangible form that may be retained in the memories of representatives of Adobe (“**Residuals**”) for any purpose.

13.2 Employment Taxes and Obligations. Adobe is responsible for all taxes and any employment obligations arising from its employment of personnel and contractors to perform the Professional Services.

13.3 Warranty. Adobe warrants the Professional Services will be performed in a professional and workmanlike manner. Partner must notify Adobe in writing of any breach of this warranty within 30 days of performance of such Professional Services. To the extent permitted by law, Partner’s sole and exclusive remedy for breach of this warranty and Adobe’s sole liability under or in connection with this warranty will be re-performance of the relevant Professional Services.

13.4 Use of Subcontractors. Partner agrees that Adobe may use subcontractors in the performance of any applicable Professional Services. Where Adobe subcontracts any of its obligations concerning the Professional Services, Adobe will not be relieved of its obligations to Partner under this Agreement.

14. TERM AND TERMINATION

14.1 Term. This Agreement applies to each of the Products and Services from the effective date of the Partner Sales Order until the expiration of the applicable License Term or the term for Professional Services (if applicable), unless terminated earlier under this Agreement.

14.2 Termination for Cause.

(A) **Material Breach by Either Party.** If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate this Agreement, in whole or in part.

(B) **Other Breaches.** Adobe may terminate this Agreement, in whole or in part, immediately upon written notice to Partner if required by law, or if Partner breaches the license conditions in section 5.6(D) of this Agreement.

14.3 Effect of Termination or Expiration.

(A) Upon termination or expiration of this Agreement or any License Term for the Products and Services:

- (1) the licenses and associated rights to the Products and Services will immediately terminate;
- (2) Partner must, at its expense: (a) remove and delete all copies of Distributed Code; and (b) remove all references and links to the Products and Services from the Integrated Solution. Some or all of the Products and Services may cease to operate without prior notice upon expiration or termination of the License Term;

- (3) Customer Data stored within the Products and Services will be available to Partner for a period of 30 days following termination or expiration, accessible in the same format then-available within the Report interface(s), unless specified in the respective PSLT; and
 - (4) Partner will cease marketing and selling the Integrated Solution, and all applicable licenses and Partner's rights under this Agreement will immediately terminate.
- (B) Partner will be liable for any fees for any Products and Services that are still in use or remain active after termination or expiration of this Agreement. These fees will be invoiced to Partner at the rate set out in the Partner Sales Order.
- (C) Adobe will not be liable for any compensation, reimbursement, damages, lost profits, or other payments arising from anticipated sales, expenditures, investments, leases or other commitments.
- (D) If Adobe reasonably determines that Partner's deployment of the Products and Services is causing 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 (each a "**Deployment Risk**"), then Adobe may, at any time, upon written notice to Partner:
- (1) immediately suspend Partner's access, in whole or in part, to the Products and Services causing the Deployment Risk, until such Deployment Risk is resolved; or
 - (2) as a final option, where Adobe has first used all commercially reasonable efforts to mitigate the Deployment Risk, Adobe may terminate the affected Products and Services.

14.4 Winddown. Notwithstanding the foregoing, Partner may continue to support its Customers for the Integrated Solution for a period of up to 3 months after expiration of the Agreement ("**Wind-Down Period**"). During the Wind-Down Period, Partner is not entitled to distribute the Integrated Solution to any Customers not already licensing the Integrated Solution as of the expiration of the Agreement. Partner will be liable for any fees owed under the Agreement after the Term and, where Partner pays on a per-Transaction basis, shall pay for all Transactions after the Term based on the overage amount stated in the Partner Sales Order. There is no Wind-Down Period where either Party terminates this Agreement for cause or where Adobe terminates this Agreement under any of its immediate termination rights. Each Party will promptly return to the other Party all Confidential Information in its possession, custody or control in any form (including copies of the Confidential Information) and will cease using any trademarks, service marks and other designations of the other Party.

14.5 Survival. Termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, payment obligations, confidentiality, term and termination, effect of termination, intellectual property ownership, permitted use, license compliance, limitation of liability, privacy, usage information, and section 15 (General Provisions) in this Agreement.

15. GENERAL PROVISIONS

15.1 Assignment.

- (A) Partner may assign this Agreement in its entirety to a surviving person or entity under a merger or acquisition of Partner, upon written notice to Adobe if the assignment does not expand the scope of the license granted in the Products and Services and if the assignee agrees in writing, for the benefit of Adobe, to assume all of Partner's obligations under this Agreement.
- (B) Adobe may assign this Agreement or delegate its obligations, in whole or in part, to its

Affiliates or in connection with a merger, change of control, or acquisition of Adobe or the assets of the business to which this Agreement relates, upon written notice to Partner.

- (C) Except as provided in this section 15.1 (Assignment), Partner may not assign, voluntarily, by operation of law or otherwise, any rights or obligations under this Agreement without the prior, written consent of Adobe.
- (D) Any attempted assignment in derogation of this section 15 (Assignment) will be null and void.

15.2 Governing Law, Venue.

(A) For Australia and New Zealand Partners: If Partner is resident in Australia or New Zealand, this Agreement is governed by and construed under the laws of the state of New South Wales, Australia without regard to its conflict of laws principles. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts in that state.

(B) For India and Other APAC Country Partners:

- (1) **India.** If the Partner is resident in India, this Agreement (including the arbitration agreement contained in section 15.2(B)(3)) is governed by and construed under the laws of India, without regard to its conflict of laws principles.
- (2) **Other APAC Countries.** If Partner is resident in any country/region in Asia other than India, including a member state of the Association of Southeast Asian Nations (ASEAN), mainland China, Hong Kong, Macau, Taiwan, South Korea, Sri Lanka, Bangladesh, or Nepal, this Agreement (including the arbitration agreement contained in section 15.2(B)(3)) is governed by and construed under the laws of Singapore, without regard to its conflict of laws principles.
- (3) **Arbitration for India and Other APAC Countries.** This section 15.2(C)(3) applies to Partners resident in India and other APAC countries (as set out in section 15.2(B)(1) and section 15.2(B)(2) above) for: (a) any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause; (b) the seat of the arbitration will be Singapore; (c) the tribunal will consist of one arbitrator; (d) the language of the arbitration will be English; (e) nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement under the Contract (Rights of Third Parties) Act; and (f) judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over the Parties.
- (4) If disputes arising out of or in connection with this Agreement are to be referred to arbitration at the same time as disputes arising out of or in connection with other agreements between the Parties or between Adobe and Partner’s Affiliates, which other agreements contain an arbitration section similar to section 15.2(B)(3) (Arbitration for Indian and Other APAC Countries) above, the Parties will enter into an agreement (that includes Partner’s Affiliates, where applicable) to submit all of these disputes to a single arbitration proceeding in Singapore before a single arbitrator under the Rules of Arbitration of the Singapore International Arbitration Centre.
- (5) The United Nations Convention on Contracts for the International Sale of Goods does not apply.

(C) For United Kingdom Partners: This Agreement and any dispute or claim arising out of it or in connection with it (including any non-contractual claims or disputes) will be governed by and construed under the laws of England. In relation to any legal action or proceedings whether in contract or in tort, each of the Parties submits to the exclusive jurisdiction of the Courts of England.

(D) For all other Partners: Unless otherwise specified in the Partner Sales Order, this Agreement is governed by and construed under the laws of the State of California, without any regard to any conflict of law rules or principles and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. The Parties hereby submit to the jurisdiction of the respective courts of Santa Clara County, California, provided however, Adobe will have the right to pursue Claims against Partner in any other jurisdiction worldwide to enforce its rights under this Agreement or to enforce its intellectual property rights.

- 15.3 Force Majeure.** Neither Party is liable for failure to perform its obligations under this Agreement (except for any payment obligations) to the extent that performance is delayed, prevented, restricted, or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labor action, fire, flood, earthquake, denial of service attacks and other malicious conduct, utility failures, power outages, or governmental acts, orders, or restrictions.
- 15.4 Injunctive Relief.** Actual or threatened breach of certain sections of this Agreement (such as, without limitation, provisions on intellectual property (including ownership), license, privacy, data protection, and confidentiality) may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Either Party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.
- 15.5 Notices.** Any notice given under this Agreement must be in writing by email to the following addresses (or addresses notified in writing by either Party): (A) to Adobe at ContractNotifications@adobe.com and (B) to Partner at Partner's registered address.
- 15.6 No Agency.** Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties. No Party has authority to bind the other Party.
- 15.7 Waiver, Modification.** Neither Party's waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties.
- 15.8 Order of Precedence.** To the extent of any conflict or inconsistency, the following order of precedence will apply: the Sales Order, the Data Processing Addendum, the applicable Product Specific Licensing Terms, followed by the Acrobat Sign Embedded Partner General Terms.
- 15.9 Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter.
- 15.10 Counterpart.** This Agreement (or a component) may be executed in one or more counterparts, each of which constitutes an original and all of which taken together constitutes the same agreement. Each Party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.
- 15.11 Severability.** If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the term and this Agreement will continue in full force and effect.
- 15.12 Trade Sanctions and Export Control Compliance.** The Products and Services, and Partner's use

of them, are subject to the export controls and sanctions of the United States and other jurisdictions, which may prohibit Adobe from providing the Products and Services to Partner. Partner is responsible for compliance related to Partner's use of the Products and Services under these laws.

15.13 Anti-Bribery and Anti-Corruption. Each Party will comply with all applicable laws and regulations relating to anti-bribery and anti-corruption, including but not limited to, the U.S. Foreign Corrupt Practices Act. The Parties represent that they maintain procedures to ensure compliance with anti-bribery and anti-corruption laws.

15.14 U.S. Government Licensing. For US Government end users: Partner acknowledges that Products and Services are "**Commercial Product(s)**" and "**Commercial Service(s)**" as those terms are 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. Partner 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 Products and Services; 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.