



ADOBE SIGN EMBEDDED PARTNER GENERAL TERMS (2021v1.2)

1. DEFINITIONS

- a. **“Adobe”** means one or both of the following:
 - i. If the Products and Services are licensed in the United States (including its territories and possessions and military bases wherever located), Canada, or Mexico: Adobe Inc., located in San Jose, California.
 - ii. If the Products and Services are licensed in any other country(ies): Adobe Systems Software Ireland Limited, located in Ireland.
- b. **“Adobe Technology”** means technology owned by Adobe or licensed to Adobe by a third-party (including the Service, 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.
- c. **“Affiliate”** means, for a Party, any other entity that controls, is controlled by, or under common control with the Party. For the purposes of this definition, the term “control” means the direct or indirect power to direct the affairs of the other entity through at least 50% of the shares, voting rights, participation, or economic interest in this entity.
- d. **“Agreement”** means these Adobe Sign Embedded Partner General Terms, the applicable Adobe Sign Product Specific Licensing Terms, and the Partner Sales Order, together with any exhibits included with the applicable Partner Sales Order.
- e. **“Claim”** means a claim, action, complaint, or legal regulatory body, administrative or judicial proceeding filed against a Party.
- f. **“Confidential Information”** means non-public or proprietary information about a disclosing Party’s business related to technical, commercial, financial, employee, or planning information that is disclosed by the disclosing Party to the other Party in connection with this Agreement, and (A) is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (B) is not identified as confidential at the time of disclosure, but is by its nature confidential or the receiving Party knows, or ought reasonably to know, is confidential (which may include Customer Data). Any Adobe Technology and the terms and conditions of this Agreement will be deemed Confidential Information of Adobe without any marking or further designation. “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, before its 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 use of Confidential Information.

- g. **“Customer”** means any Partner customer that is permitted to use the Service through the Integrated Solution (excluding rights of distribution or resale of the Service) using a Service Account provisioned by Partner and dedicated to such Customer as a result of the actions of Partner in accordance with this Agreement.
- h. **“Customer Data”** means any information (not supplied by Adobe), including without limitation, an Electronic Document, that is imported by or on behalf of any of Partner, its Customers, or any End User into the Service or transmits via Customer's Service Account in connection with the use of the Service.
- i. **“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 Protection Terms or (b) Partner's failure to comply with section 3(d) (Third-Party Providers) or Partner's terms of use and privacy policy, including without limitation any terms of use of the Integrated Solution.
- j. **“Data Protection Terms”** means the applicable Data Protection Terms or E.U. Data Processing Agreement found at <https://www.adobe.com/legal/terms/enterprise-licensing/data-protection.html>, where references in such term to “On-demand Services” will be deemed to mean the Service and references to Customer will be deemed to be “Partner”.
- k. **“Documentation”** means the applicable technical specification and usage documentation for the Service and the Service API as such materials are made generally available on www.adobe.com. “Documentation” 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 Partner Sales Order.
- l. **“Electronic Document”** means any document (agreement, contract, invoice, etc.) regardless of content in electronic or digital form, uploaded into the Service.
- m. **“End User”** means any individual or company that receives, reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via Customer's Adobe Sign Service Account.
- n. **“Indemnified Party”** means (i) Partner when Adobe is the Indemnifying Party and (ii) Adobe when Partner is the Indemnifying Party.
- o. **“Indemnified Technology”** means the Service and the Service API paid for by Partner.
- p. **“Indemnifying Party”** means (i) Adobe with respect to Claims (a) 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 Protection Terms or (b) arising under section 13(b); and (ii) Customer with respect to Claims arising from Customer's failure to comply with (a) the applicable data security and privacy laws as clarified by the roles, responsibilities and obligations set forth in the applicable Data Protection Terms, (b) section 3(d) (Third-Party Providers); (c) arising under section 13(d) or (d) Partner's terms of use and privacy policy, including without limitation any terms of use and privacy policy relating to the Integrated Solution.
- q. **“Integrated Solution”** means a Partner-developed product, solution or service that embeds the Service via the Service API, where each Customer is configured with a separate Service Account by Partner, and is identified in the Partner Sales Order.
- r. **“License Term”** means the earlier of the duration of the license for the Service and/or the Service API as stated in the Partner Sales Order, or any shorter term arising from a termination or expiration of this

Agreement.

- s. **“Licensing Terms”** means the Adobe General Terms of Use, including the Additional Terms for Adobe Sign, currently available at <https://www.adobe.com/legal/terms.html> as the same may be updated from time to time.
 - t. **“Partner”** means the entity identified in the Partner Sales Order as “Partner”.
 - u. **“Partner Sales Order”** means the sales order form or other written document for the Service that is executed by Adobe and Partner.
 - v. **“Party”** means Adobe or Partner, as applicable.
 - w. **“Products and Services”** means the Service and the Service API.
 - x. **“Product Specific Licensing Terms”** or **“PSLT”** means the Adobe Sign Product Specific Licensing Terms document that describes the additional licensing terms for the Service.
 - y. **“Restricted Country”** means mainland China, Russia and any other country where access or usage is restricted by local laws.
 - z. **“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 the 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.
 - aa. **“Service”** means the on-demand Adobe Sign electronic signature service.
 - bb. **“Service Account”** means an account that has been provisioned by Partner for a particular Customer to access the Service solely in connection with the Integrated Solution.
 - cc. **“Service API”** means the Service application programming interface that makes requests to the Service.
 - dd. **“Term”** has the meaning set forth in Section 13(a).
 - ee. **“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 (i) outside this Territory or (ii) in a Restricted Country.
 - ff. A **“Transaction”** means each time an Electronic Document, or collection of related Electronic Documents up to 100 pages or 10 MB, is sent to End Users through the Service.
 - gg. **“User”** means an individual (either an employee, temporary worker, or other agent of Partner or Customer) who (i) in the case of Partner, may use or access the Service as an administrator for Customer(s), or (ii) in the case of a Customer, may use or access the Service through the Service Account of such Customer.
- 2. DELIVERY.** The Service and Service API are deemed to be delivered and accepted by Partner on the License Term start date.

3. LICENSE

- a. **License Grant for Service.** 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:
 - i. embed the Service API into the Integrated Solution;
 - ii. permit Partner Users to access the Service through the applicable interfaces to act as an administrator of the Service for Customer(s), which will include provisioning a separate Service Account for each Customer, all in accordance with the Documentation;
 - iii. host, on a subscription basis, the Integrated Solution for Customers; and
 - iv. permit Customer Users to access the Service pursuant to the Licensing Terms (as provided for in section b (Licensing Terms) below) in accordance with the Documentation. For the avoidance of doubt, the Service shall not be used by Customers or End Users outside of the Integrated Solution. Partner acknowledges that the Service API provides the means by which Partner will embed or bundle the Service with the Integrated Solution.
- b. **Customer License Terms.** Partner may only provide the Integrated Solution to Customers who have accepted Adobe's most recent Licensing Terms and who have agreed that such Licensing Terms will govern its use of the Service. Partner may not make, authorize, or negotiate any changes to the 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 Licensing Terms. Partner agrees to provide evidence of its compliance with this section 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.
- c. **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 Service and only as it is directly related to the transactions 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 on the "**Permissions and Trademark Guidelines**" section of Adobe's web site 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.
- d. **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 Integrated Solution and the Service.
- e. **Regional Service Limitations.** Unless use in a Restricted Country is specifically authorized in the Partner Sales Order, Customer is not permitted to use or allow its Users to use the Service in any Restricted Country.
- f. **Use by Affiliates.** Where specified in a Partner Sales Order, Partner may allow its Affiliates to exercise the licenses rights granted herein to the Products and Services.
- g. **Outsourcing and Third-Party Access.** Partner may allow a third-party contractor to operate, use or access the Service API and the Service 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 Service API and the Service 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.

h. No type of exclusive relationship is intended between the Parties.

4. LICENSE RESTRICTIONS. Except to the extent expressly permitted under this Agreement, Partner agrees as a condition of the licenses that:

a. Partner must add substantial functionality and value to the Integrated Solution beyond the Service itself and is prohibited from distributing, hosting, sublicensing, offering, or permitting access to the Service as a standalone product or service.

Partner may not use the Service for its own internal business purposes except pursuant to a separate commercial agreement for such use. Partner's license grant does not permit distribution pursuant to a U.S. Government contract, a letter of supply, or authorization to represent the Service on GSA or other federal schedules.

b. Partner must not use the Service or the Service API in (1) violation of any applicable law or regulation (including, where applicable, COPPA and FISMA), 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.

c. Partner must not copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sublicense the Service or the Service API;

d. Other than in connection with the Integrated Solution, Partner must not offer, use, or permit the use of the Service or the Service API 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;

e. Partner must not attempt to interact with the operating system underlying the Service or the Service API, 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. (This restriction will not apply to the extent it limits any non-waivable right Customer may enjoy under applicable law);

f. Partner must not remove, obscure, or alter any proprietary notices associated with the Service or the Service API;

g. Partner must not use any software components, modules, or other services that may be delivered with the Service or the Service API, but which are not licensed to Partner and identified in the Partner Sales Order; or

h. Partner must provision each Customer with a separate Service Account and must not allow a Customer's Users to share login IDs and passwords, or allow use of the same login ID simultaneously by two or more Users.

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

5. PAYMENTS

- a. **Integrated Solution Pricing.** Partner is free to set its own prices to its Customer(s) for the Integrated Solution, including the Service.
- b. **Payment.** Partner must pay the fees according to the payment terms in the 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.
- c. **Failure to Pay.** If Partner fails to pay any amount due under this Agreement according to the payment terms in the Partner Sales Order (and not disputed as described in section 5(d)), 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 the Service.
- d. **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.
- e. 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.

6. PARTNER'S OBLIGATIONS

- a. Partner is responsible for compliance 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.
- b. Partner is responsible for providing first-level support and maintenance services to Customer(s) unless the Parties agree otherwise in the Partner Sales Order or another writing signed by the Parties. Adobe agrees to provide Level 2 and Level 3 Support to Partner. All support shall be provided pursuant to the terms of the **Exhibit 1 "Support Responsibilities"** attached to this Agreement.
- c. To the extent Partner chooses not to expose security features or bypasses, disables, or hides any security features available to Customers in the Service, 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.

7. LICENSE COMPLIANCE

- a. 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 Partner's and Customer's use, installation, or deployment of the Service and the Service API (or other Adobe Technology used in conjunction with the Service or the Service API) comply with the terms of this Agreement.

- b. Any verification may include an onsite audit conducted at Partner's or Customer(s)' relevant places of business upon 7 days' prior notice, during regular business hours, and will not unreasonably interfere with Partner's or Customer(s)' business activities, as applicable.
- c. If the verification shows that Partner or third-party contractors of Partner are deploying, installing or using the Service or the Service API (or other Adobe Technology used in conjunction with the Service or the Service API): (A) beyond the quantity that was legitimately licensed; or (B) in any way not permitted under this Agreement, so that additional fees apply, without limiting Adobe's rights at law or in equity, Partner 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, Partner must pay Adobe's reasonable costs of conducting the verification, in addition to paying the additional fees.
- d. Partner will comply with all applicable laws or regulations in all countries in which Partner conducts business, including any applicable export or anti-corruption laws.
- e. Partner must conduct its business in a manner that reflects favorably upon the Service and Adobe. Without prejudice to any other provision in this Agreement, Partner agrees to comply with the principles outlined in the Adobe Business Partner Code of Conduct available at http://www.adobe.com/corporateresponsibility/pdfs/adobe_business_partner_code_of_conduct.pdf (or successor website thereto).
- f. To the best of Partner's knowledge, Partner has not participated in (a) any business arrangements or deal allocation arrangements that could restrict free trading, competition and independent pricing of products among Adobe's partners, including but not limited to distributors and resellers of Adobe software products, or (b) practices that restrict free trading or lead to the promotion of monopolistic or anti-competitive business practices to the detriment of Adobe's customers.
- g. Partner must obtain certification from Adobe for the Integrated Solution, including certification for security standards, prior to Partner licensing or offering the Integrated Solution to Customers.

8. DATA PROTECTION AND PRIVACY Without limiting the Parties' privacy obligations in the Data Protection Terms, Partner is responsible for the configuration and use of security features offered within the Service necessary to meet its obligations under applicable privacy, security, and data protection laws. Partner is responsible for the security of Electronic Documents that are emailed to End Users from the Service, downloaded from the Service, or which are transferred to a non-Adobe system via a third party integration feature of the Service. In addition, Partner will not provide to Customer any account information that would allow Customer to use any part of the Service not included in Customer's provisioned Service.

9. MARKETING

- a. Partner may only market the Service as a value-add to the Integrated Solution and may not market the Service as a stand-alone product. All marketing and web content that relates to e-signature functionality must include the Adobe Sign branding. Partner must ensure that the Adobe branding is displayed within the signing experience.
- b. Neither Party will make any false, misleading or disparaging statements regarding the other Party or its technology or services, including, without limitation, in the course of any sales, marketing, publicity, and other activities under this Agreement. Neither party will make any warranties about the other party's products or services without the other party's written authorization. While this Agreement is in force, Adobe may include the Partner's company logo and profile on any web site Adobe maintains for customers or partners of Adobe services. Partner consents to use of Partner's name in Adobe's promotional materials.

Adobe will not, endorse, warrant, or guarantee the performance of any Partner product or service and Partner will not represent to any third party that Adobe has endorsed, warranted, or guaranteed the performance of any Partner product or service.

10. CUSTOMER DATA

- a. **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 and Electronic Documents, subject to Adobe's underlying intellectual property in the Adobe Technology.
- b. **Permitted Use.**
 - (A) Partner grants Adobe and its Affiliates a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display Customer Data and Electronic Documents: (1) to the extent necessary to perform its obligations (including, but not limited to, developing, modifying, improving, supporting, customizing, and operating the Service and the Service API) or enforce its rights under this Agreement; or (2) where required or authorized by law.
 - (B) Adobe may use, copy, transmit, index and model Customer Data for the purpose of (1) developing, improving or customizing the Service and/or the Service API, and (2) publishing, displaying and distributing any anonymous 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).
- c. **Responsibility.**
 - (A) Partner will disclose to all Customers Partner's privacy practices as it relates to the Integration Solution, including without limitation by identifying the collection, use and sharing of information gathered in connection with the Service, if any, and the types of data collected, and if required by law, will offer Customer(s) 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 Service.
 - (B) As between Adobe and Partner, Partner retains complete control over the Customer Data. Partner will take reasonable steps to identify and promptly remove any Customer Data or Electronic Document that violates the requirements of section 4(b)(**"Unlawful Content"**), 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.** Partner agrees not to collect, process, or store any Sensitive Personal Data using the Service. Partner agrees not to transmit, disclose, or make available Sensitive Personal Data to Adobe or Adobe's third-party providers.
- d. **Data Retention.** 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.
- e. **Usage Analytics.** Adobe may develop, modify, improve, support, customize and operate its products and services based on Partner's and Customer's use, as applicable, of the Service and the Service API.
- f. Each Party acknowledges that the other Party may be currently developing or may develop technologies and products in the future that have or may have design and/or functionality similar to products that the other Party may develop.. Nothing in this Agreement will impair, limit or curtail either Party's right to continue with its development, maintenance, or distribution of its technology or products.

11. CONFIDENTIALITY

- a. **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 Service and Service API licensed by Partner. In the case of (b) and (c), the disclosing 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.
- b. For the purpose of this section 11 (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.

12. WARRANTY

- a. **Limited Warranty and Remedy for Service and Service API.** Adobe warrants that the Service and the Service API, as delivered to Partner, will substantially conform to the applicable Documentation during the License Term, to the extent that the Service and Service API 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 Service or Service API (as applicable), or if replacement is not commercially reasonable, a termination of the Service or Service API, 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 Service.

13. INDEMNIFICATION

a. Data Privacy Claims.

- (A) **Cooperation and Mutual Assistance.** Both Parties will co-operate in good faith to avoid and mitigate Data Privacy Claims keeping in consideration the rights of affected data subjects and the reputation and brand of each Party. Each Party agrees to mitigate its losses in relation to any such Data Privacy Claims. In the event of a Data Privacy Claim, both Parties agree to provide each other reasonable assistance in investigating, mitigating, and resolving such Data Privacy Claim. Any information and materials exchanged or discovered in the course of investigations, mitigation and resolution will be considered Confidential Information of the disclosing Party as set forth in section 11 and may not be disclosed by the receiving Party except as permitted in section 11 (Confidentiality).
- (B) **Data Privacy Claims.** Indemnifying Party will at its expense indemnify the Indemnified Party against those losses of the Indemnified Party set out below in this section [11(a)(B)] to the extent directly attributable to a third-party Data Privacy Claim against the Indemnified Party:
 - (1) settlement amounts negotiated by Indemnifying Party (to the extent Indemnifying Party is permitted to settle);
 - (2) damages finally awarded by a court;
 - (3) administrative fines or penalties imposed by a regulatory authority;
 - (4) reasonable attorney’s fees,

(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.** Indemnifying Party will have no liability for any Data Privacy Claim to the extent such Claim arises from any act or omission of Indemnified Party that impedes or prevents Indemnifying Party's ability to comply with applicable data security and privacy laws.

b. Intellectual Property Claims

- (A) **Adobe's Obligations.** Indemnifying Party will defend, at its expense, any third-party Claim against the Indemnified Party 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 that (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) **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 Service and/or the Service API under the terms of this Agreement;
- (2) replace or modify the allegedly infringing Service to avoid the infringement; or
- (3) where (1) or (2) are not reasonably or commercially feasible, terminate Partner's license and access to the Service or the Service API, as applicable (or the infringing part) and refund any prepaid unused fees as of the date of termination.

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

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

- c. **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 (i) the Integrated Solution other than from a Claim solely relating to the Service not as included within the Integrated Solution; (ii) access to use of the Service to Customers who have not agreed to the Licensing Terms; (ii) negligence, misrepresentation, or error or omission on the part of Partner relating to Adobe or the Service; (iii) any warranty, term, condition, representation or promise made by Partner or its agents to any third party or Customer regarding Adobe or the Service that is not specifically authorized in writing by Adobe; (iv) 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.

- d. **Conditions.** Indemnifying Party, as applicable, will have no liability for any Claim under section 13(a) or 13(b) that arises from any failure of Indemnified Party to:

- (A) notify Indemnifying Party in writing of the Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that Indemnifying Party is prejudiced by this failure;

- (B) provide Indemnifying Party with reasonable assistance requested by Indemnifying Party for the defense or settlement (as applicable) of the Claim;
 - (C) provide 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 Indemnifying Party's prior written consent.
- e. **Sole and Exclusive Remedy.** The remedies in this section 13 (Indemnification) are, in addition to any termination or suspension remedies expressly set forth in this Agreement, Indemnified Party's sole and exclusive remedies and Indemnifying Party's sole liability regarding the subject matter giving rise to any Claim, including any claims regarding confidentiality obligations involving Customer Data and Electronic Documents that may arise from an incident resulting in a Data Privacy Claim (notwithstanding anything to the contrary in section 14(c)(ii))

14. LIMITATION OF LIABILITY

- a. **Subject to section 14(c), 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 14(a) does not apply to those amounts expressly recoverable by the Indemnified Party under section 13 regardless of how such amounts are classified for damages purposes.**
- b. **Subject to section 14(c), the maximum aggregate liability of each Party for all Claims under this Agreement is limited to an amount equal to the aggregate of the fees payable by Partner under the Partner Sales Order during the 12 months before the initial Claim, provided however, each Party's maximum aggregate liability for all Claims under section 13(Indemnification) is limited to the greater of \$500,000.00 or two times the aggregate of the fees payable by Partner under the Partner Sales Order.**
- c. **Sections 14(a) and 14(b) (Limitation of Liability): (i) apply regardless of the form or source of Claim or loss, including negligence, whether the Claim or loss was foreseeable, and whether a Party has been advised of the possibility of the Claim or loss; (ii) do not apply to any breach of section 11 (Confidentiality), Partner's liability for Claims 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.**
- d. Partner agrees that it has no expectation that it will obtain any anticipated amount of revenue, sales or other compensation as a result of entering into this Agreement. On termination of this Agreement, 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

15. TERM AND TERMINATION

- a. **Term.** This Agreement applies to each of the Service and the Service API from the effective date of the Partner Sales Order until the expiration of the applicable License Term, unless terminated earlier under this Agreement..
- b. **Termination for Cause.**
 - (A) 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) If a Party is in breach of any confidentiality provisions in this Agreement, the non-breaching Party may terminate this Agreement, in whole or in part, immediately by giving the breaching Party written notice of the breach.
 - (C) Adobe may terminate this Agreement, in whole or in part, immediately upon written notice to Partner, (i) if required by law, (ii) for any breach of its intellectual property rights, or (iii) in the event of application for bankruptcy, receivership or insolvency of or by Partner.
- c. Upon termination or expiration of this Agreement, Partner will cease marketing and selling the Integrated Solution, and all applicable licenses, Partner's rights under this Agreement will immediately terminate. . Notwithstanding the foregoing, Partner may continue to support its Customers for the Integrated Solution for a period of up to three (3) months after expiration of the Agreement ("**Wind-Down Period**"). During the Wind-Down Period, Partner is not entitled to distribute the Partner Service integrated with the Adobe Service (i.e., 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.
- d. If Adobe reasonably determines that Partner's deployment of the Service 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:
 - i. immediately suspend Partner's access, in whole or in part, to the Service causing the Deployment Risk, until such Deployment Risk is resolved; or
 - ii. as a final option, where Adobe has first used all commercially reasonable efforts to mitigate the Deployment Risk, Adobe may terminate the Service.
- e. The termination or expiration of this Agreement does not extinguish or otherwise 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 analytics and the "Miscellaneous" section in this Agreement.

16. MISCELLANEOUS

- a. **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 email address stated in the Partner Sales Order.
- b. **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.

- c. **Order of Precedence.** The Partner Sales Order will prevail over the applicable Product Specific Licensing Terms, which will prevail over these Partner General Terms to the extent of any inconsistency.
- d. **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.
- e. **Governing Law and Venue.** This Agreement (including the arbitration agreement contained in this section) and all matters relating to this Agreement, including its validity and interpretation, is governed by and construed in accordance with the substantive laws in force in:
 - (A) the State of California, if Partner's location is in the United States, Canada, or Mexico;
 - (B) Japan, if Partner's location is Japan;
 - (C) Singapore, if Partner's location is in a member state of the Association of Southeast Asian Nations (ASEAN), mainland China, Hong Kong S.A.R., Macau S.A.R., Taiwan R.O.C, the Republic of Korea, Sri Lanka, Bangladesh or Nepal;
 - (D) the state of New South Wales, Australia if Partner's location is in Australia or New Zealand; or
 - (E) England, if Partner's location is in any other country not above named.

The Parties hereby submit to the jurisdiction of the respective courts of Santa Clara County, California, when California law applies; Tokyo District Court in Japan when Japanese law applies; the competent courts of London, England, when the law of England applies; and the courts of New South Wales, Australia, when the law of New South Wales, Australia applies.

If the laws of Singapore apply, 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 in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this section.

- (1) The seat of the arbitration will be Singapore.
- (2) The tribunal will consist of one arbitrator.
- (3) The language of the arbitration will be English.

This Agreement will not be governed by the conflict of laws rules of any jurisdiction, UCITA, or the United Nations Convention on Contracts for the International Sale of Goods, the application of which are expressly excluded.

- f. **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.
- g. **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.
- h. **Severability.** If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the terms of this Agreement will continue in full force and effect.
- i. **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.

- j. **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.
- k. **Trade Rules.** Partner acknowledges that the Service and Service API may be subject to trade control laws and regulations, and Partner will comply with them.
- l. **Assignment.** Neither this Agreement nor any rights or obligations of Partner hereunder may be assigned by Partner in whole or in part without the prior written approval of Adobe. For the purposes of this section, a change in the persons or entities who control fifty percent (50%) or more of the equity securities or voting interest of Partner will be considered an assignment of Partner's rights. Adobe's rights and obligations, in whole or in part, under this Agreement may be assigned by Adobe. Adobe may exercise full transfer and assignment rights in any manner at Adobe's discretion and specifically may sell, pledge, or otherwise transfer its right to receive royalties under this Agreement. Any purported assignment in violation of this section will be null and void.
- m. **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

EXHIBIT 1
SUPPORT RESPONSIBILITIES

Partner is responsible for resolution of all issues for its Customers and rectifying related customer satisfaction issues. Adobe will provide Level 2 & Level 3 Support to Partner.

Level 1 Support

Partner will provide Level 1 technical support to Partner Customers as follows.

The Partner support engineer will:

- Validate support, create account records if necessary, document the incident and perform initial analysis of the issue and attempt to resolve the case
- Handle all incoming support issues transferred from the Partner support engineer
- Take ownership of the incident and begin troubleshooting the issue.
- If necessary, will engage Adobe; however, the Partner support engineer will be the point of contact to the customer.

Level 2 Support

Partner will maintain ownership of the incident until a resolution is found. Partner will identify a member of its technical staff and at least one alternate to act as the primary technical liaisons responsible for all communications with Adobe's technical support representatives. If the Partner support engineer cannot provide a resolution or believes the issue will require development escalation, the Partner support engineer will refer the incident to the Adobe support contact. The Adobe support contact will review the incident and determine if the Partner support engineer can continue resolve the incident with guidance from Adobe. If the escalation point will be Partner support engineer's point of contact and work with Adobe support engineer's point of contact to bring the issue to resolution.

Level 3 Support

Adobe will provide Level 3 technical support for the Service as follows:

- Adobe will provide technical support for the Service to Partner during operating business hours. When troubleshooting or technical assistance is required, the Partner support engineer can contact Adobe Sign technical support by logging into the Adobe Sign web application: <https://secure.adobesign.com/public/login>, clicking on the "?" link in the upper right portion of the page, and selecting "Contact Support". The available Support options are provided.
- Such technical support will include (i) email and phone responses to inquiries about the use, function and operation of the Service, and (ii) the use of commercially reasonable efforts to resolve program errors reported to Adobe by Partner that Adobe is able to duplicate in its environment.
- Adobe will use commercially reasonable efforts to communicate with Partner about duly reported program errors via e-mail or phone within one (1) business day and to resolve critical program errors by providing a reasonable workaround, a release including a code patch, incorporation of a correction in the next update or release, or a specific action plan for addressing the problem and an estimate of the time

required to rectify the problem. Adobe will use commercially reasonable efforts to resolve the other non-critical program errors based on the severity of the problem. Partner acknowledges that Adobe's performance of the maintenance and support services is subject to receipt of Partner's prompt and sufficient information to address the problem.