



# Product Description and Metrics

## Adobe Document Cloud Services (2015v1)

The Products and Services described in this Product Descriptions and Metrics (“PDM”) are On-demand Services and are subject to the General Terms, the Exhibit for On-demand Services and Managed Services, this PDM, the applicable sales order and, if Professional Services are included in this Sales Order, the Professional Services Exhibit.

“On-demand Service”, as used in this PDM, means services available through Adobe Document Cloud, which may include features enabling Customer to create, convert and manage PDF files. The On-demand Service may also include electronic signature service, enabling Customer to electronically send, sign, track and manage Electronic Documents.

### 1. Additional Definitions.

- 1.1 “**Electronic Document**” means any document uploaded into the electronic signature service.
- 1.2 “**Electronic Signature**” means the capability of the electronic signature service to include an electronic sound, symbol, or process attached to or logically associated with an Electronic Document and executed or adopted by a person with the intent to sign the Electronic Document
- 1.3 “**FormsCentral Solution**” means a website or other offering Customer develops for a Participant that (a) utilizes FormsCentral; (b) adds material functionality to FormsCentral; and (c) is not competitive with the On-demand Service.
- 1.4 “**Participant**” means a third party who interacts with the On-demand Service as a result of that party’s relationship with or connection to Customer. For the electronic signature service, a Participant also includes any individual or entity that electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via Customer’s electronic signature service account.
- 1.5 “**Transaction**” means when an Electronic Document or a collection of related Electronic Documents are sent to a recipient through the electronic signature service. Each 100 pages or 10 MB is a Transaction.

### 2. Use and Consent.

- 2.1 **Use of Service.** Customer may only use the On-demand Service for its own business purposes. Customer agrees that the use of Electronic Signatures is governed by, and Customer is responsible for complying with the laws, policies and regulations of individual countries, regions and industries.
- 2.2 **Emails to Participants.** Emails related to the On-demand Service are generally sent to Participants by Customer and not by Adobe. As a result, even though certain Participants may have opted-out from receiving communications from Adobe, those Participants may receive certain services-related emails sent by Customer. In addition, if applicable, Adobe may send emails to Participants in Customer’s name as Customer’s agent, at Customer’s request. Customer is solely responsible for those emails and their contents.

3. **Transition Assistance.** If Customer is in compliance with the applicable license terms, Adobe will use commercially reasonable efforts to assist Customer in transitioning Customer Data out of the electronic signature service. The transition must be completed within 30 days of the termination or expiration of Customer’s license to the electronic signature service. At the end of this 30 day transition period, Adobe reserves the right to delete any Customer Data and information relating to Customer’s use of the electronic signature service. Subject to Adobe’s obligation to provide Customer with transition assistance described in this paragraph, upon termination or expiration of the applicable license terms, Customer’s license to the electronic signature service will immediately terminate.

#### 4. Privacy, Information Security, and Compliance.

- 4.1 **Sensitive Personal Information.** The Sensitive Personal Data section of the Exhibit for On-demand and Managed Services does not apply to Customer's use of the electronic signature service. If applicable, Customer is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA") including not collecting information from children under the age of thirteen (13) without first obtaining parental consent
- 4.2 **Customer's Responsibilities Regarding Information of Participants.** As between Adobe and Customer, Customer has sole responsibility for any and all Personal Data of Participants used and submitted in connection with the On-demand Service. Customer will comply with (including giving any notifications, obtaining any consents and making any disclosures required under) applicable privacy, security, electronic signature and data protection laws, guidelines, regulations or industry standards or codes applicable to Personal Data of Participants. Customer must obtain and maintain consent from Participants to Customer's access, use, or disclosure of Personal Data of Participants. Customer must obtain any authorizations from Participants required to enable Adobe to provide the On-demand Service. The use of the electronic signature service is conditioned on Participant acceptance of the terms of use presented when using the electronic signature service.
- 4.3 **Storage and Retention of Customer Data.** Adobe will store Customer Data so long as the size of that storage is not unreasonable in Adobe's discretion. However, Customer Data may be deleted if Customer instructs Adobe to do so, or if required by law. Customer agrees that it is solely responsible for complying with all applicable document retention laws and regulations including any duty to provide notice to third parties about retention or deletion of documents.
- 4.4 **Customer Security.** Customer is responsible for configuring and using the security features of the electronic signature service to meet Customer's obligations to Participants under applicable privacy, security, and data protection laws. Customer is responsible for the security of Electronic Documents that are emailed to Participants from the electronic signature service, downloaded from the electronic signature service, or which are transferred to a non-Adobe system via a third party integration feature of the electronic signature service. Customer is liable for damages arising out of unauthorized access to Customer's account or to Customer Data if Customer fails to follow secure password composition, management, and protection practices for Customer's account.
- 4.5 **Privacy and Security.** Adobe will maintain commercially reasonable administrative, physical, and technical safeguards to help protect the security, confidentiality, and integrity of Customer Data. Adobe's collection and use of information in connection with the On-demand Service is governed by the Adobe Privacy Policy ([adobe.com/privacy/policy.html](http://adobe.com/privacy/policy.html)).
- 4.6 **Payment Card Industry Data Security Standard (PCI DSS).** When transmitting any Account Data (including Cardholder Data, Card Verification Code or Value), Customer must not use the fax signature capability. Even if the data is encrypted, PCI DSS prohibits storing Sensitive Authentication Data, including Card Verification Code or Value after authorization. Capitalized terms in this Section are defined in the PCI DSS.
- 4.7 **Health Insurance Portability and Accountability Act ("HIPAA").** Customer is solely responsible for compliance with HIPAA and Health Information Technology for Economic and Clinical Health ("HITECH"). Adobe is not acting on Customer's behalf as a Business Associate, as that term is defined in HIPAA, when providing the On-demand Service.
- 4.8 **Education and School Use.** If Customer is an educational institution, Customer agrees that (a) Customer, and not Adobe, is solely responsible for compliance with the Children's Online Privacy Protection Act ("COPPA") including not collecting information from children under the age of thirteen (13) without first obtaining parental consent; (b) any collection of student information by Customer with the On-demand Service is done solely for the use and benefit of the school; and (c) that Customer will provide parents with information about Adobe's collection, use and disclosure practices, which are found in the Adobe Online Privacy Policy (<http://www.adobe.com/go/privacy> (or any successor website thereto) in Customer's Acceptable Use Policy.

5. **Legal Counsel.** Customer will solely rely on its own legal counsel and determinations as to the use and viability of Electronic Signatures in a particular country or for a particular product or service, and Customer will ensure its use of the On-demand Service conforms and complies with all laws, regulations and policies relevant to a particular country or for a particular product or service.
6. **Digital Certificates.** Digital certificates may be issued by third party certificate authorities, including Adobe Certified Document Services vendors, Adobe Approved Trust List vendors (collectively “Certificate Authorities”), or may be self-signed. Customer and the Certified Authority are responsible for the purchase, use, and reliance upon digital certificates. Customer is solely responsible for deciding whether or not to rely on a certificate. Unless a separate written warranty is provided to Customer by a Certificate Authority, Customer’s use of digital certificates is at Customer’s sole risk.
7. **Service Specific Terms.** The terms in this section (Service Specific Terms) apply only to the specific offerings set forth in this section. In the event of a conflict between the terms of this section and any other applicable terms, the terms of this section will govern, but only to the extent necessary to resolve that conflict.
  - 7.1 **Document Cloud Web Services.** If Customer is a developer, this license does not include access to the pre-release versions of the Document Cloud APIs.
  - 7.2 **Group Offerings.** This license does not include the right to obtain a subscription to the On-demand Service on behalf of a third party.
  - 7.3 **Send.** When Customer sends a file using Adobe Send, the file will be automatically uploaded to Adobe’s server, and Adobe will notify Customer’s Participants when the file is ready for access and/or download. Customer’s recipients can access and/or download the file by clicking on a link within the email Adobe sends to recipients. Adobe may collect information regarding the receipt and use by a recipient of an Adobe Send file, and Adobe may share that information with Customer. It is Customer’s sole responsibility to notify Participants of the collection and sharing of that information.
  - 7.4 **Adobe FormsCentral.**
    - (A) As part of the On-demand Service, Adobe may send Personal Data that Customer and/or Participants provide to Adobe to third party payment providers such as PayPal Inc., in order to facilitate the payment of products and/or services.
    - (B) **Use on Behalf of Others.** If Customer’s license includes the right to create and maintain a FormsCentral Solution that Customer offers to Participants, the following terms apply: (a) Customer is solely responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer’s or Participant’s use of the On-demand Service or any FormsCentral Solution; (b) Customer is solely responsible for maintaining a sufficient number of licenses to the On-demand Service to support Customer’s FormsCentral Solution; and (c) Customer will promptly notify our customer support team about any possible misuse of Customer’s or Participant’s accounts or authentication credentials, or any security incident related to the On-demand Service. For the purposes of clarity, if one of Customer’s FormsCentral Solutions includes the right for a Participant to allow multiple users to access that FormsCentral Solution, Customer must obtain licenses sufficient to cover those users.