



# PRODUCT DESCRIPTIONS AND METRICS

## Adobe EchoSign (2014v3)

Products and Services described in this PDM are On-demand Services and are governed by the terms of this PDM, the Sales Order, the General Terms, and the exhibit for On-demand Services.

### 1. Additional Definitions

- 1.1 **“Audit Log”** means certain information recorded by Adobe regarding the signing workflow of a particular Electronic Document processed using the On-demand Service, including without limitation: (i) date and time; (ii) when the Electronic Document was created; (iii) when the Electronic Document was made available or sent for electronic signature or wet ink signature via PDF or facsimile; (iv) when each End User either signed the Electronic Document, declined to sign the Electronic Document or delegated the signing of an Electronic Document to another user; and (v) the End User’s geographic location as determined by his browser or device (if supported by the browser or device).
- 1.2 **“Electronic Document”** means any document uploaded into the EchoSign Service and transmitted to a third party for review, acceptance, approval or signing.
- 1.3 **“On-demand Service”** means, with respect to this PDM, the Adobe EchoSign service hosted by Adobe enabling Customers to electronically send, sign, track and manage Electronic Documents. The On-demand Service may be expanded to include: (i) integration of third-party services (CRM systems); and (ii) advanced authentication and identity verification services allowing customers to verify the identity of Parties accessing the Electronic Document.
- 1.4 **“Electronic Signature”** means the signature capability of the On-demand Service, defined 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.
- 1.5 **“End User”** means any individual or company that electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party enabling use of the On-demand Service.
- 1.6 **“Transaction”** means each time that an Electronic Document or a collection of related Electronic Documents is sent to a recipient through the On-demand service. Each 100 pages or 10 MB is a Transaction.

**2. Use and Consent.** Customer intends to use the On-demand Service for its business purposes. Customer agrees that the use of electronic signatures is governed by the laws, policies and regulations of individual countries, regions and industries. In the event of a dispute where the law is unclear as to the treatment of electronic signatures, the Parties agree the United States Electronic Signatures in Global and National Commerce Act (“**ESIGN**”) controls.

**3. Transition Assistance.** Adobe will use commercially reasonable efforts to assist Customer in transitioning Customer Data out of the On-demand Services (assuming all amounts owed by Customer for its use of the On-demand Services have been paid to Adobe). Such transition must be completed within 30 days of the termination of this Agreement. Adobe reserves the right to delete any data files associated with Customer Data, personal information, or Customer’s use of the On-demand Services upon termination of this Agreement.

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

- 4.1 **Sensitive Personal Information.** Customer represents and warrants that it will not use the On-demand Services to collect, process, or store Sensitive Personal Data from children under the age of 13 (including any personal information as defined by child protection laws).
- 4.2 **Compliance with Laws.** Customer is responsible for complying 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.
- 4.3 **Storage and Retention of Customer Data.** Adobe will store Customer Data so long as the size of that storage is not disproportionate, unreasonable or needlessly burdensome in Adobe's discretion. However, subject to Adobe's obligation to provide transition assistance described above, Customer Data may be deleted on termination of the Agreement or this PDM, if Customer fails to pay Fees due under this Agreement, or if Customer instructs Adobe to do so. Notwithstanding the foregoing, Audit Logs may be retained indefinitely by Adobe. Adobe may embed an Audit Log into the applicable Electronic Document; store Audit Logs on its servers; and make available an Audit Log to each party to an Electronic Document. If Customer requires Adobe to delete Customer Data related to the End User, Customer must: (1) Notify the End User(s); and (2) Provide the End User(s) a copy of the Customer Data if the End User would have otherwise had access to the Customer Data.
- 4.4 **Customer Security.** Customer is responsible for configuring and using the security features of the On-demand Services necessary to meet its obligations under applicable privacy, security, and data protection laws. Customer is responsible for the security of Electronic Documents that are emailed to End Users from the On-demand Services, downloaded from the On-demand Services, or which are transferred to a non-Adobe system via a third party integration feature of the On-demand Services. Customer is liable for its 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 its On-demand Services accounts.
- 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 the On-demand Service is governed by the Adobe Privacy Policy ([adobe.com/privacy/policy.html](http://adobe.com/privacy/policy.html)) and the Adobe EchoSign Privacy page ([adobe.com/privacy/echosign.html](http://adobe.com/privacy/echosign.html)), which are hereby incorporated into this Agreement and to which terms both Parties agree.
- 4.6 **Section 5.2 (Sensitive Personal Data)** of the Exhibit for On-demand Services does not apply to Customer's use of Adobe EchoSign.
5. **Additional Warranty.** Adobe warrants that the use of the On-demand Service in accordance with applicable law will create a valid electronic contract under the terms of the U.S. ESIGN Act.
6. **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 AND/OR FOR A PARTICULAR PRODUCT OR SERVICE; AND WILL ENSURE ITS USE OF THE ON-DEMAND SERVICE CONFORMS AND COMPLIES WITH ALL LAWS, REGULATIONS AND POLICIES RELEVANT TO A PARTICULAR COUNTRY AND/OR FOR A PARTICULAR PRODUCT OR ON-DEMAND SERVICE.