



## CONSULTING AND SERVICES GENERAL TERMS AND CONDITIONS (GTCs)

### 1.0 DEFINITIONS

- 1.1 **“Adobe”** means Adobe Inc., a Delaware corporation with offices located at 345 Park Avenue, San Jose, California, 95110-2704, and Adobe Systems Software Ireland Limited, an Irish corporation with offices located at 4-6 Riverwalk, City West Business Campus, Dublin 24, Ireland, and their Affiliates.
- 1.2 **“Adobe Network and Account Services”** means access to network and account services which are established and maintained by Adobe’s Information Technology group including, but not limited to, communications and connectivity services including email, remote access via VPN or dial-up, telephone, and voicemail; storage repositories and services storing any type of data including databases, source code, documents, and images; operating systems and application software; systems and services for accessing or maintaining customer information, business information, directories, internal mailing lists, phone directories, employee directories, or organizational charts; security services including digital certificates, two-factor authentication devices or services, and key fobs; and internal websites.
- 1.3 **“Adobe Work Product”** means any and all artwork, graphics, drawings, notes, illustrations, designs, techniques, photographs, images, sound recordings, animation, software programs, software source code, software object code, websites, documents, brochures, manuals, information, computer information, materials, inventions, mask works, processes, formulas, works of authorship, data programs, know-how, improvements, discoveries, developments, derivative works thereof, any other works that may be protected as a copyright, patent, or other Intellectual Property rights and ideas that may be protected by trade secret law, that are solely or jointly conceived, made, reduced to practice, learned, or obtained by Vendor that result from provision of the Goods or the performance of the Services, or that Vendor may receive from Adobe while producing the Goods or performing the Services. Adobe Work Product will not include Background Technology but will include any pre-existing materials of Vendor that are included in, or necessary to use or otherwise exploit the Adobe Work Product that have not been identified as Background Technology.
- 1.4 **“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.
- 1.5 **“Agreement”** means these GTCs, any applicable SOWs (defined below), any applicable Purchase Orders, and any attachment to any of those documents.
- 1.6 **“Background Technology”** means any Vendor materials that are identified as pre-existing in any SOW, including but not limited to descriptions of any methodology, document templates and project tools proprietary to Vendor.
- 1.7 **“Confidential Information” or “CI”** means all non-public information disclosed by either party, except information that is: (i) already known to a Recipient prior to disclosure, (ii) publicly known through no wrongful act or omission of Recipient, (iii) received by Recipient from a third party without violating any law or contractual obligation; (iv) independently developed by the Recipient, or (v) approved in writing for release by Discloser prior to disclosure.

- 1.8 **“Deliverables”** means Services or Products (including Adobe Work Product or parts of it) specified in an SOW to be delivered to Adobe.
- 1.9 **“Intellectual Property”** means all current and future copyrights, trademarks, trade names, logos, service marks, trade secrets, patents, utility models, design rights, know-how and applications, moral rights, database rights, contract rights, and other proprietary rights now or hereafter recognized by the laws of any jurisdiction or country, and any applications, registrations, reissues and renewals of the same, throughout the world.
- 1.10 **“Products”** means tangible items to be delivered to Adobe as part of an SOW or other relevant document
- 1.11 **“Purchase Order” or “PO”** means a document issued by Adobe authorizing a purchase of Services or Products subject to the terms and conditions stated in these GTCs, any applicable SOW, and any applicable attachments.
- 1.12 **“Scope of Work” (“SOW”)** means a description of Services to be performed by Vendor.
- 1.13 **“Services”** means the services provided to Adobe pursuant to these GTCs in accordance with the milestones, performance objectives, and deliverables set forth in each SOW.
- 1.14 **“Taxes”** means all applicable foreign, U.S. federal and state, local, municipal, and other taxes, fees, or costs not based on Adobe’s net income or capital, including without limitation any sales of goods and services, excise, value added, withholding, import/export, social security, unemployment and similar taxes, and any fees, penalties and interest associated with any of the foregoing.
- 1.15 **“Vendor”** means the person or entity supplying the Products or Services under the Agreement.

## 2.0 PROVISION OF SERVICES

- 2.1 **Agreement; Acceptance.** This Agreement is the complete and binding contract between Adobe and Vendor. Vendor’s commencement of work on the Services will constitute Vendor’s acceptance of this Agreement. Adobe objects to and rejects any proposal for additional or different terms, or any attempt by Vendor, either orally or in writing, to vary any of the terms of this Agreement, even if Adobe pays Vendor based on an invoice from Vendor containing additional or different terms.
- 2.2 **Relationship of Parties; Independent Contractor; Agency.** Vendor will perform the Services under Adobe’s general direction, but Vendor will determine, in Vendor’s sole discretion, the manner and means by which the Services are accomplished, subject to the express condition that Vendor will at all times comply with all applicable laws and follow all guidelines and policies provided by Adobe. Vendor, and its employees, agents, and subcontractors are independent contractors and are not agents or employees of Adobe. Vendor has no authority to bind Adobe by contract or otherwise.
- 2.3 **SOW; Changes to SOW.** Deliverables will be specified in individual SOWs, and Vendor will provide Products or Services in accordance with the Deliverables and any other provisions in the SOWs, including milestones. The parties may, without invalidating this Agreement, negotiate changes to the Deliverables as appropriate.
- 2.4 **Delivery.** Time is of the essence, and if delivery of Products or rendering of Services is not completed by the designated time, Adobe reserves the right, in addition to its other rights and remedies, to terminate this Agreement by notice, effective when received by Vendor, as to Products not yet received or Services not yet rendered and to purchase substitute items or services elsewhere and charge Vendor for any loss or additional expense incurred.

- 2.5 **Inspection; Testing.** Vendor will perform testing and employ sufficient quality assurance standards to assure that the Deliverables provided to Adobe are in accordance with the SOW(s), conform to mutually agreed upon requirements, and any specifications. Each Deliverable must be submitted to Adobe for review and approval prior to acceptance by Adobe. Adobe may test each release of the Deliverables. If any release of the Deliverables fails to conform to the applicable requirements or specifications, or if Vendor fails to provide the Deliverables in accordance with the SOW, Adobe will notify Vendor in writing, and Vendor will have an additional 10 calendar days (or a different time period as agreed in writing by Adobe) (the "Correction Period") in which to correct, modify or deliver the Deliverables. If the Deliverables fail to meet the requirements or specifications at the end of the Correction Period, then Adobe may (1) extend the Correction (2) terminate the Agreement and return the applicable Deliverables, and Vendor will refund to Adobe any consideration previously given to Vendor relating to the Deliverable, or (3) supply, correct or complete the Deliverable and either offset Adobe's costs incurred or receive a refund from Vendor for those costs paid by Adobe.
- 2.6 **Acceptance; Title.** Payment for Services delivered will not constitute acceptance. Adobe may inspect the results of the Services and reject any or all of the Deliverables that are in Adobe's judgment defective or nonconforming, within 30 days of delivery.
- 2.7 **Force Majeure.** Either party may delay delivery or acceptance due to causes beyond its control, such as government action or failure of the government to act where action is required, fire, earthquake, terrorist attack, or unusually severe weather.
- 2.8 **Effective Date.** The effective date of this Agreement is the date the initial Purchase Order is issued.
- 2.9 **Termination.** This Agreement may only be terminated pursuant to the following provisions:
- (A) **Termination for Convenience.** Adobe may terminate any part of this Agreement for convenience. Upon receipt of notice of termination, Vendor will immediately stop all work, and will immediately cause any of its suppliers or subcontractors to stop work. Vendor will be paid for all acceptable work performed prior to the termination notice plus actual direct costs resulting from termination.
  - (B) **Termination for Cause.** Adobe may terminate this Agreement for cause if Vendor defaults or fails to comply with the Agreement.
  - (C) **Termination for Other Events.** This Agreement will terminate for cause without notice upon (i) the institution by or against Vendor of insolvency, receivership, bankruptcy, or similar proceedings, (ii) Vendor making an assignment for the benefit of creditors, (iii) Vendor's dissolution, or (iv) Vendor ceasing or threatening to cease carrying on business.
- 2.10 **Assignment; Subcontracting.** Neither party may assign, delegate or subcontract any part of this Agreement without the other party's prior written approval. Notwithstanding the foregoing, either may assign this Agreement in its entirety to a surviving person or entity under a merger or acquisition by providing written notice to the non-assigning party, preferably in advance, but in any case, within a commercially reasonable time frame after such merger or acquisition, not to exceed thirty (30) days, only if any Assignee will be bound by all of the applicable provisions of this Agreement. Adobe reserves the right to terminate the Agreement once the assignment notice is provided.
- 2.11 **Terms.** Adobe will pay Vendor the amounts specified in the applicable SOW and in accordance with the applicable schedule stated in the SOW. Payment of fee is contingent on Vendor's compliance with these GTCs, including any acceptance terms, and any additional conditions stated on the SOW.
- 2.12 **Facilities; Expenses; Insurance; Licenses.** At its own cost and without reimbursement by Adobe, Vendor will:  
(a) provide its own facilities and incur all necessary expenses to perform the Services or provide Goods; and  
(b) prior to the effective date of this Agreement, procure and maintain, at its sole cost and expense, at all

times during the term of the Agreement and for a period of three (3) years thereafter, the insurance coverage for not less than the limits described in Adobe's Vendor Insurance Requirements at <https://www.adobe.com/content/dam/acom/en/legal/documents/Vendor-Insurance-Requirements-05032018.pdf> or as required by law, whichever is greater. The foregoing coverage shall name Adobe as an additional insured.

- 2.13 **Invoices.** Invoices should be submitted to Adobe within five (5) days from the invoice date and no later than 45 days after performance of Services or delivery of Products, unless otherwise stated on applicable SOWs. No invoice may be dated earlier than the initial performance date of the Services or delivery of the Products. Unless otherwise expressly provided in SOW or for countries where hardcopy invoicing is mandatory per local regulations, invoices must be submitted electronically via Ariba Network ID or Interactive PO invoicing link (Received via email).
- 2.14 **Taxes.** Unless otherwise specified in applicable SOWs, the prices stated include all Taxes. No part of payment to Vendor will be subject to withholding for Taxes, unless required by applicable law. Vendor will pay and indemnify Adobe for Taxes, fees, and penalties Adobe may incur in connection with this Agreement.
- 2.15 **Payment.** Adobe will issue payment to Vendor within 60 days from the date of acceptance by Adobe of the Products or Services, and acceptance of a valid invoice for the same.
- 2.16 **Setoff.** Adobe may deduct or set off any counterclaim it has with Vendor against any claims for money due or to become due from Adobe.

### 3.0 INTELLECTUAL PROPERTY

- 3.1 **Assignment.** If Vendor creates any Adobe Work Product, Vendor automatically and irrevocably assigns to Adobe all rights, title and interests, including all Proprietary Rights, worldwide in and to the Adobe Work Product. Vendor also assigns all written releases (including model releases when person(s) appear in an Adobe Work Product) for all Adobe Work Product to Adobe.
- 3.2 **License Grant.** If Vendor provides any technology, software or related materials to Adobe, including Background Technology, Vendor grants to Adobe and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable, fully-paid, sub-licensable and royalty-free license under all intellectual property or similar rights owned or controlled by Vendor to use that technology, software, and materials for the purposes stated in this Agreement and with rights to sublicense through multiple levels of distributors. This use includes, but is not limited to reproduction, creation of derivative works, distribution, publicly perform, and publicly display by all means now known or later developed. Vendor grants to Adobe, and to its existing and prospective contractors, Vendors, and customers, at no additional charge, a perpetual, irrevocable, worldwide, non-exclusive, non-transferable, fully paid up license under all of Vendor's Proprietary Rights , to; reproduce, use, perform, display, distribute, and create derivative works of the Background Technology as necessary to use or exploit the Deliverables.
- 3.3 **No Retention of Rights.** Vendor retains no rights to the Adobe Work Product and waives its rights to challenge the validity of Adobe's ownership of the Adobe Work Product.
- 3.4 **Enforcement.** Vendor agrees (a) to disclose promptly in writing to Adobe all Adobe Work Product and (b) that Adobe has a power of attorney to apply for and in Vendor's name, and to execute, any applications and assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for the Adobe Work Product in Adobe's name as Adobe finds appropriate. These obligations to disclose, assist, and execute will survive termination or expiration of this Agreement.
- 3.5 **Waiver.** If Vendor has any rights to the Adobe Work Product that cannot be assigned to Adobe, including without limitation moral rights, Vendor unconditionally and irrevocably waives the enforcement of those rights, and all claims and causes of action of any kind against Adobe with respect to those rights, and agrees, at

Adobe's request and expense, to consent to and join in any action to enforce those rights. Adobe may use the Adobe Work Product with or without credit to Vendor.

- 3.6 **Materials of Adobe.** Adobe retains all rights to all materials or information provided to the Vendor, who may only use the materials or information to the extent necessary to perform the Services.
- 3.7 **Domain Names.** If Vendor is creating a website for Adobe as part of this Agreement, Vendor agrees that the website's domain name will be registered in Adobe's name, by Adobe, unless otherwise mutually agreed in writing by the parties. Vendor will work with Adobe to secure any domain names registered on Adobe's behalf.

## 4.0 RESPONSIBILITIES

### 4.1 Confidentiality

- 4.1.1 **General Obligations.** A party disclosing CI is referred to as "Discloser" and the party receiving CI is referred to as "Recipient". All information furnished by either party is confidential. Each party will use the other party's CI only as necessary to perform under this Agreement. The parties will only disclose the CI to persons or entities who need to know the information to perform under this Agreement, and who have, prior to disclosure by Recipient, agreed in writing to protect the Discloser's CI to the extent expressed in this Agreement. If a Recipient receives a court order or is otherwise required by law to disclose any CI, the Recipient will notify the Discloser immediately upon receipt of the court order or other document requiring disclosure so that the Discloser has time to object and move for a protective order. The Recipient will file any CI under seal or request that the court or administrative body seal the CI prior to the Recipient's disclosure. Except as may be required by a court order or law, each party's obligations regarding CI will remain in full force and effect in perpetuity. Notwithstanding anything contained in this Agreement, and where the Products or Services are provided in the United States, the parties understand that, pursuant to Section 1833 of Title 18, United States Code, the parties have the right to (a) disclose, either directly or indirectly, in confidence trade secrets to United States federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law; and (b) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).
- 4.1.2 **Privacy and Security.** If Provider will process, create, access, transmit, transfer, or store Adobe Confidential Information, including Personal Information, in any manner, Provider will comply with the Information Security and Privacy Requirements available at [https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/2013/Information\\_Security\\_and\\_Privacy\\_Requirements.pdf](https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/2013/Information_Security_and_Privacy_Requirements.pdf). In the event of any conflict between this Agreement (or any portion thereof) and the Information Security and Privacy Requirements, the terms of the Information Security and Privacy Requirements shall prevail.
- 4.1.3 **Advertising.** Vendor will not advertise or publish the fact that Adobe has contracted to purchase Products or Services from Vendor, nor will Vendor disclose any information relating to this Agreement without Adobe's written permission. Adobe may use the name of Vendor in advertising, marketing, promotional and other materials, but Adobe will have no obligation to do so.
- 4.1.4 **Background Checks.** Prior to beginning work for Adobe, all Vendor workers must pass a background check according to local standards. Vendor certifies that background checks have been

completed, and successfully cleared, for all workers assigned to Adobe. Adobe reserves the right, from time to time, to audit redacted reports to ensure compliance with this requirement.

## 4.2 Representations and Warranties.

- 4.2.1 **Adobe Work Product.** Vendor represents and warrants: (a) the Adobe Work Product will be an original work of Vendor or, if Vendor has obtained all or part of the Adobe Work Product from one or more third parties, those third parties have or will have completely and fully assigned all rights in the materials to Vendor; (b) the Adobe Work Product will not contain anything of a libelous nature, nor be obscene according to applicable laws; (c) to the best knowledge of Vendor, neither the Adobe Work Product nor any element thereof infringes or will infringe the intellectual property rights of any third party ; (d) the Adobe Work Product will not be subject to any restrictions or to any, liens, mortgages, pledges, security interests, encumbrances, or encroachments; (e) Vendor, at its expense, has obtained or will obtain prior to its delivery of the Adobe Work Product to Adobe all authorizations, consents, licenses, and releases required to secure Adobe's ownership in the Adobe Work Product, and Vendor will provide all related evidence to Adobe upon Adobe's request; (f) the Adobe Work Product will not contain any code that is designed or intended to disrupt, disable, harm or otherwise substantially impede the normal operation of, or provide unauthorized access to a computer system, network, or other device on which the code is stored and installed or damage or destroy any data file without the user's consent; and (g) the Adobe Work Product will not contain any open source software licensed under the GNU Affero General Public License, the GNU General Public License, or any other license that may require Adobe to make any of its source code publicly available.
- 4.2.2 **Products.** Vendor represents and warrants that all Products furnished under this Agreement will:
- (A) conform to all specifications and appropriate standards, be new, and be free from defects in material or workmanship;
  - (B) not contain any open source software code, or software code that could damage computers, networks or cause the unwanted disclosure, malicious encryption, or loss of data;
  - (C) conform to any samples or statements made on the packaging, labels, marketing materials, or advertisements for the Products;
  - (D) be adequately contained, packaged, marked, and labeled;
  - (E) be merchantable or of satisfactory quality, and safe and appropriate for the customary purpose for those Products; however, if Vendor knows or has reason to know Adobe's particular purpose for the Products, Vendor warrants that the Products will be fit for that particular purpose; and,
  - (F) comply with all applicable laws and not infringe the intellectual property rights of any third parties.
- 4.2.3 **Services.** Vendor represents and warrants that it will perform the Services with personnel who have the requisite experience and qualifications; to a quality standard commensurate with Vendor's industry; and in a timely, professional, and workmanlike manner.
- 4.2.4 **Price.** Vendor warrants that prices shown on the Agreement will be complete, and no additional charges of any type will be added without Adobe's written consent.

## 4.3 Compliance

- 4.3.1 **General.** Inspection, test, acceptance, or use of the Adobe Work Product and Products or Services will not affect Vendor's obligations under these warranties. Vendor's warranties apply to Adobe, its successors and assigns. Vendor agrees to promptly replace or correct defects of any Services or Products not conforming to the warranties, without expense to Adobe, when notified of the nonconformity by Adobe and requested to do so by Adobe. If Vendor fails to correct defects in or promptly replace nonconforming Products or Services Adobe, after reasonable notice to Vendor, may make corrections or replace the affected Products and Services and charge Vendor for Adobe's cost in doing so.
- 4.3.2 **Compliance with laws.** Adobe is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, and other Adobe policies, including the following:
- (A) Commercial Email Guidelines currently available at:  
<http://www.adobe.com/content/dam/Adobe/en/legal/documents/CommercialEmailGuidelinesForURL.pdf>;
  - (B) Insider Trading Policy currently available at:  
[http://www.adobe.com/content/dam/acom/en/legal/documents/LGL-SOP-01-002\\_Insider\\_Trading\\_ext.pdf](http://www.adobe.com/content/dam/acom/en/legal/documents/LGL-SOP-01-002_Insider_Trading_ext.pdf)
  - (C) Harassment and Discrimination Prevention Policy currently available at  
[http://www.adobe.com/content/dam/acom/en/legal/documents/HTR-SOP-01-003\\_Harassment\\_and\\_Discrimination\\_Prevention\\_Policy.pdf](http://www.adobe.com/content/dam/acom/en/legal/documents/HTR-SOP-01-003_Harassment_and_Discrimination_Prevention_Policy.pdf)
  - (D) Business Partner Code of Conduct currently available at:  
<https://www.adobe.com/content/dam/acom/en/corporate-responsibility/pdfs/adobe-business-partner-code-of-conduct.pdf>.
- 4.3.3 **Export Laws.** Vendor specifically acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, which may include Adobe Work Product and Confidential Information. Vendor will not export or re-export any restricted Adobe Work Product or Confidential Information in any form, without the appropriate United States and foreign governmental licenses and Adobe's express prior written permission to do so, and Vendor will not under any circumstances export, or allow the export or re-export of, restricted Adobe Work Product, Confidential Information or any part thereof, to any person or destination prohibited under the United States Export Administration Regulations or similar statutes or regulations.
- 4.3.4 **Licenses.** If Vendor's provision of Services or Products requires that Vendor maintain any licenses, Vendor is responsible for all actions and costs necessary to obtain and maintain all licenses,

permits, and other government authorizations applicable to the sale of Products or the supply of Services to Adobe pursuant to these GTCs, including any export licenses and permits.

- 4.3.5 **Indemnification.** Vendor will defend, indemnify and hold harmless Adobe, its officers, directors, employees, sub-licensees, customers and agents, against all damages, claims, liabilities, costs, losses, and expenses (including attorneys' fees) arising out of or resulting from Vendor's performance under or relating to this Agreement. Adobe will give Vendor prompt notice of any claims. Adobe may participate in the defense of any claim at its own expense. Vendor will not settle any claim without Adobe's written consent. From the date of notice of claim, Adobe will have the right to withhold any unpaid amounts due to Vendor.

#### 4.4 Access to Adobe Network and Account Services

- 4.4.1 **Terms.** Subject to Vendor's compliance with the terms and conditions herein, and any security policies which may be provided to Vendor from time to time by Adobe, Adobe may provide Vendor access to its Adobe Network and Account Services solely for conducting business for or on behalf of Adobe. Vendor agrees that Vendor will not introduce harmful code, malicious instructions, devices, or techniques that are capable of or are designed to covertly track computer usage or information, steal data, erase data or programming, infect, damage, or disable a computer system, network services or other services. Vendor agrees to employ appropriate remote access security measures, including any measures required by Adobe from time to time, and protect company assets, trade secrets, and systems. Vendor will not share Vendor's account name or password with anyone else, including other Adobe employees or family members. Vendor also agrees to use only properly licensed software when accessing Adobe Network and Account Services. Adobe may revoke such access at any time without cause at its sole discretion. Upon any revocation of Adobe Network and Account Services by Adobe, Vendor agrees to immediately forfeit access to the Adobe Network and Account Services and destroy any Confidential Information. Vendor will immediately notify Adobe if any Vendor employee with current Adobe network credentials ceases to be employed by Vendor. Vendor will remain liable for any actions of a terminated employee until Adobe is notified. Adobe is not responsible and shall have no liability for any malfunctions or damage caused to any non-Adobe owned computer equipment, operating system or software as a result of any software, operating system or other updates or upgrades, whether or not such updates or upgrades were performed, suggested or directed by Adobe. If Vendor is a company, Vendor agrees to maintain a list of all employees who have access to the Adobe Network and Account Services, the dates for which they had access to the Adobe Network and Account Services as well as the specific Adobe Network and Account Services they were able to access. Vendor also agrees to retain this list for a period of at least one (1) year after the termination of Adobe Network and Account Services as provided for in this section.

#### 5.0 GENERAL

- 5.1 **Records; Audit.** Vendor will maintain complete and accurate records relevant to this Agreement. Adobe may audit any relevant records during Vendor's normal business hours, in a manner that will not unreasonably interfere with normal business operations. Adobe will give Vendor at least 7 days prior written notice and will not conduct audits more than once per year, except in follow-up to the discovery of material discrepancies, in which case the audits may be conducted as reasonably necessary under the circumstances and no later than 30 days after discovery of the material discrepancy. All audits will be at Adobe's expense, unless the audit finds a material error resulting in overpayment by Adobe, in which case Vendor will pay for the audit in addition to paying Adobe for any costs incurred or overpayment made. The results of any audit will be considered Confidential Information.
- 5.2 **Governing Law; Venue.** This Agreement will be governed by and construed substantively and procedurally (by excluding expressly the applicability of UCITA, or by the United Nations Conventions on Contracts for the International Sale of Products) as follows:

WHERE SERVICE OR PRODUCT PROVIDED:	APPLICABLE GOVERNING LAW:	VENUE FOR DISPUTES:
United States, Canada, Mexico	State of California	Santa Clara County, California
EMEA	Republic of Ireland	Ireland
Japan	Japan	Tokyo District Court
ASEAN, excluding Myanmar, Mainland China, Hong Kong S.A.R., Macau S.A.R, Taiwan R.O.C., Republic of Korea, Bangladesh or Nepal	Singapore	*Any dispute will be resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC").
Australia, New Zealand, India, Sri Lanka, Myanmar or any other location not named	England	London, England
The law of the country in which both the Vendor providing the Services and Adobe receiving the Services are domiciled, if agreed in the SOW		

\*For disputes in Singapore, one arbitrator will be jointly selected by the parties within 30 days of a written demand for arbitration. If no arbitrator is selected within 30 days, the SIAC Chairperson will make the selection. The arbitration will be held in English.

- 5.3 **Equitable Relief; Attorneys' Fees.** Each party may enforce this Agreement and any of its provisions by injunction, specific performance or any other equitable relief without prejudice to any other rights and remedies that the other party may have. Each party will have the right to recover reasonable attorneys' fees in any action in law or equity brought to enforce the terms of this Agreement.
- 5.4 **Severability; Survival.** If any provisions of this Agreement are invalidated by a court of competent jurisdiction, they will be severed, and the rest of the Agreement will remain in full force and effect. The following provisions will survive the expiration or termination of this Agreement: Section 2.15 Payment, Section 3.0 Intellectual Property, Section 4.0 Responsibilities, and Section 5.0 General.
- 5.5 **Notices.** Any notices will be given to the appropriate party at the address specified at the beginning of this Agreement or at a different address as the party specifies in writing. Notices will be by personal delivery, certified or registered mail, or international courier. Notices will be deemed given upon personal delivery to the appropriate address, upon receipt of certified or registered mail, or on the date of delivery shown in the international courier's business records.
- 5.6 **No Third-Party Rights.** A person or entity who is not a party to this Agreement will have no right to enforce any of its terms.
- 5.7 **Language.** The parties agree that this Agreement is prepared and executed in the English language, that any translation of this Agreement into another language is provided only for convenience, and that the English language version of this Agreement controls.
- 5.8 **Entire Agreement; Precedence.** These GTCs, and any referenced documents, constitute the entire agreement between the parties. All other written or oral arrangements, understandings, and agreements are excluded. If there is a conflict between the GTCs, SOWs, any attachments to those documents, and any POs, the documents will be interpreted in the following order: (1) these GTCs, (2) any SOW(s) (3) any attachments, (4) the PO.
- 5.9 **Waiver** Either party's failure or delay to insist on performance of any of these Agreement terms or to exercise any of its rights or privileges will not waive any other terms, conditions, or privileges, whether of the same or similar type.