

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 **“Adobe”** means Adobe Systems Incorporated, a Delaware corporation with offices located at 345 Park Avenue, San Jose, California, 95110-2704, and its Affiliates.
- 1.2 **“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 the Services, or that Vendor may receive from Adobe while 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 any entity in which one of the Parties owns or controls, directly or indirectly, a majority of outstanding shares, securities or interests; or any parent company that owns or controls a majority of outstanding shares, securities, or interests in one of the Parties.
- 1.5 **“Agreement”** means these GTCs, together with any applicable DAs and POs.
- 1.6 **“Background Technology”** means any Vendor materials that are specifically identified as pre-existing in any DA, including but not limited to descriptions of any methodology, document templates and project tools proprietary to Vendor; or that are necessary to use the Adobe Work Product but have not been specifically identified in any DA as pre-existing vendor materials and which are not “Adobe Work Product.”
- 1.7 **“CI”** means all non-public confidential information disclosed by either Party to the other Party, except information that is: (i) already known to the receiving Party prior to disclosure, (ii) publicly known through no wrongful act or omission of the receiving Party, (iii) received from a third party without violation of law or contractual obligation; (iv) independently developed without use of the non-public information, or (v) approved in writing for release by the disclosing Party.
- 1.8 **“DA”** means a Deliverables Agreement signed by both Parties that includes a description of Services to be performed or Goods to be delivered by Vendor; milestone(s) for delivery or performance; delivery date(s); and any special terms and conditions.
- 1.9 **“Deliverable”** means Services or Goods (including Adobe Work Product) specified in a DA to be delivered to Adobe.
- 1.10 **“Goods”** means tangible items, articles, supplies, commodities, merchandise or materials, whether mutable or immutable, durable or non-durable, specified in an DA to be delivered to Adobe.
- 1.11 **“Intellectual Property”** means all current and future copyrights, trademarks, trade names, service marks, logos, trade secrets, patents, utility models, design rights, know-how and applications, moral rights, contract rights, and other proprietary rights, and any registrations, reissues and renewals of the same.
- 1.12 **“Party”** means Adobe and Vendor, individually; **“Parties”** means Adobe and Vendor collectively.
- 1.13 **“PO”** means a Purchase Order issued by Adobe authorizing the purchase of Goods and/or Services.
- 1.14 **“Services”** means the exercise of physical or intellectual labor, and the product resulting from that labor, as specified in a DA to be provided to Adobe.



- 1.15 **“Taxes”** means all applicable foreign, federal, state, local, and municipal taxes, fees, assessments or costs imposed on the sale of Goods and/or Services sold to Adobe under this Agreement, and which are not based on Adobe’s net income or capital, or statutorily imposed jointly or severally on Adobe.
- 1.16 **“Vendor”** means the person or entity supplying the Goods or Services under the Agreement.

2. PROVISION OF SERVICES AND GOODS

- 2.1 **DA; Changes to DA.** Vendor will provide Goods or Services in accordance with the description of deliverables, milestones, delivery dates, pricing, and any other provisions in the DAs. Any changes to a DA must be in writing and signed by both Parties.
- 2.2 **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) obtain and maintain all appropriate and legally-required insurance and licenses to cover its operations and employees, for so long as is required to fully insure and license the Services and Goods provided to Adobe. Insurance shall be provided and maintained in accordance with the requirements found in the Vendor Insurance Requirements, which may be found at: [insert link on Vendor Compliance Page], and any other special requirements as imposed by Adobe.
- 2.3 **Delivery.** Time is of the essence, and if delivery of Goods or provision of Services is not completed by the time stated in the applicable DA, Adobe reserves the right to terminate this Agreement by written notice, effective when received by Vendor, as to Goods not yet received or Services not yet rendered, and to purchase substitute items or services elsewhere, and Vendor shall pay Adobe for any direct, reasonable loss or additional expense to Adobe.
- 2.4 **Risk of Loss** Until accepted by Adobe as provided in Section 2.4 below, Vendor bears all risk of loss and damage, unless such loss or damage results solely from the gross negligence of or intentional misconduct by Adobe.
- 2.5 **Vendor Testing; Inspection; Testing; Correction; Acceptance.**
 - 2.5.1 Vendor will test, using commercially reasonable quality assurance standards, to ensure that the Deliverables provided to Adobe comply with the requirements of the DA, and conform to any other mutually-agreed upon requirements and any specifications.
 - 2.5.2 Each Deliverable must be submitted to Adobe for review, testing, and approval. Adobe may inspect the Deliverables and reject any or all that are, in Adobe’s reasonable judgment, defective or nonconforming, within 30 days of delivery.
 - 2.5.3 If the Deliverables are unacceptable, Adobe will notify Vendor of its judgment in writing, and Vendor will have an additional 10 calendar days (the “Correction Period”) in which to correct, modify or deliver the Deliverables.
 - 2.5.4 If the Deliverables fail to meet the requirements or specifications at the end of the Correction Period, then Adobe may (1) extend the Correction Period, (2) terminate the Agreement and return the applicable Deliverables, and Vendor will refund to Adobe any fees paid by Adobe for the Deliverable, or (3) supply, correct or complete the Deliverable and either offset Adobe’s costs incurred against Vendor’s fees, or receive a refund from Vendor for those costs paid by Adobe.
 - 2.5.5 Failure by Adobe to inspect or reject within 30 days of delivery will result in acceptance of the Deliverables, unless otherwise stated in the DA.
- 2.6 **Force Majeure.** Either Party may delay delivery or acceptance due to causes beyond its reasonable control, such as government action or failure of the government to act where action is required, fire, earthquake, terrorist attack, or unusually severe weather. If any force majeure event continues for more than forty-five (45) days either Party may terminate this Agreement.
- 2.7 **Assurance** If Adobe reasonably determines, in good faith, that Vendor’s ability or intent to perform is questionable, the Vendor agrees to provide Adobe with written assurance, fully satisfactory to Adobe in Adobe’s sole discretion, that Vendor is able and willing to perform. Such assurance will be provided in time and manner



required by Adobe. Vendor will immediately notify Adobe of any circumstance which may cause Vendor to fail to perform. Upon Adobe's determination of Vendor's inability or lack of intent to perform, Adobe may determine that Vendor is in default of its obligations under this Agreement and terminate this Agreement.

3. FINANCIAL TERMS

- 3.1 **Prices.** All prices for Services and Goods will be stated in the applicable DA.
- 3.2 **Payment Terms.** Adobe will pay Vendor the amounts stated in the applicable DA upon Vendor's compliance with all provisions of these GTCs and any applicable DA.
- 3.2 **Invoices.** Invoices may not be submitted prior to the date of delivery under Section 2.3, or date of acceptance by Adobe under 2.5, whichever is later. Invoices must be submitted within 45 days after complete performance of Services or delivery of Goods, unless otherwise stated on applicable DAs.
- 3.3 **Expenses.** Vendor will not be reimbursed for expenses unless Adobe's prior written approval is given, and any approved expenses must comply with Adobe's expense policies.
- 3.5 **Taxes** The amounts to be paid to Vendor do not include any taxes. Adobe is not liable for any taxes Vendor is legally obligated to pay, including net income or gross receipts taxes, franchise taxes, and property taxes. Adobe will pay Vendor any sales, use, or value added taxes it owes under this Agreement that Vendor is legally obligated to collect from Adobe. Vendor will not, however, collect from Adobe any taxes covered by a valid exemption certificate. If Adobe is legally required to withhold taxes from Vendor, Adobe may do so, and pay them to the appropriate taxing authority. In such case, Adobe shall deliver an official tax receipt to Vendor and use reasonable efforts to minimize any taxes withheld to the extent legally allowed.
- 3.6 **Payment** Adobe will issue payment to Vendor within 45 days from submission by Vendor of an invoice acceptable to Adobe, in its reasonable determination, for the Goods and/or Services.
- 3.7 **Setoff** Adobe may deduct or set off any counterclaim it has with Vendor against any claims for money due from Adobe.

4. INTELLECTUAL PROPERTY

- 4.1 **Assignment.** If Vendor creates any Adobe Work Product, Vendor automatically and irrevocably assigns to Adobe all worldwide rights, title and interests, including all Intellectual Property, 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. Vendor agrees to execute all documents deemed necessary, in Adobe's sole discretion, to vest all right, title and interest in and to the Adobe Work Product in and to Adobe.
- 4.2 **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, public performance, and public 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 Intellectual Property, to; reproduce, use, perform, display, distribute, and create derivative works of the Background Technology as necessary to use or exploit the Deliverables.
- 4.3 **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.
- 4.4 **Enforcement.** Vendor agrees to promptly disclose in writing to Adobe all Adobe Work Product created under this Agreement. Vendor further agrees that Adobe has a power of attorney to apply for and in Vendor's name, and to execute any applications and assignments reasonably necessary for Adobe to obtain any patent, copyright, trademark, or other statutory protection for the Adobe Work Product. These obligations survive termination or expiration of this Agreement.



- 4.5 **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.
- 4.6 **Adobe Materials.** 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.
- 4.7 **Domain Names.** If Vendor is creating a website for Adobe, 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.

5. RESPONSIBILITIES

5.1 Confidentiality.

5.1.1 **General Obligations.** Both Parties will only use the other's CI as necessary to perform under this Agreement, and must not use or disclose, either during or after the termination of its relationship with Adobe, such information. Both Parties will only disclose the other Party's CI to persons or entities who need to know the information to perform under this Agreement, and who have, prior to disclosure of the CI, entered into an agreement to keep CI confidential that is at least as restrictive as these GTCs. If a Party is legally required to disclose CI, that Party will promptly notify the other Party of the requirement. The disclosing Party will request the CI be sealed prior to disclosure. Except as may be legally required, these obligations will remain in full force and effect in perpetuity.

5.1.2 **Information Security Policy.** If Vendor will process or store any CI in any manner, Vendor will comply with the requirements of Adobe's Information Security and Privacy Requirements available here: [Vendor Compliance Policies](#).

5.2 Representations and Warranties.

5.2.1 **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 under applicable laws; (c) to the best knowledge of Vendor, the Adobe Work Product does not in whole or in part infringe the intellectual property rights of any third Party; (d) the Adobe Work Product will not be subject to any restrictions, liens, mortgages, pledges, security interests, encumbrances, or encroachments; (e) Vendor, at its expense, and prior to its delivery of the Adobe Work Product to Adobe, has 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, intended or known 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, installed or operated 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 GNY General Public License, the GNU Lesser General Public License, or any other license that may require Adobe to make any of its source code publicly available.

5.2.1 **General.** Inspection, testing, acceptance, or use of the Goods will not affect Vendor's obligations under these warranties. Vendor's warranties apply to Adobe and its successors and assigns. Vendor agrees to promptly replace or correct defects of any Goods not conforming to the warranties, without expense to Adobe, when notified of the nonconformity by Adobe. If Vendor fails to correct defects or promptly replace nonconforming Goods Adobe, after reasonable notice to Vendor, may substitute other Goods and Vendor will be obligated to pay Adobe's costs in doing so.

5.2.2 **Goods.** Vendor represents and warrants that all Goods furnished under this Agreement will:



(A) conform to all specifications and standards, be new, and be free from defects in material or workmanship;

(B) conform to any samples or statements made on the packaging, labels, marketing materials, or advertisements for the Goods;

(C) be properly contained, packaged, marked, and labeled;

(E) be of satisfactory quality, and safe and appropriate for the customary purpose for those Goods; however, if Vendor knows or has reason to know Adobe's purpose for the Goods, Vendor warrants that the Goods 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.

5.2.3 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 the highest standards of Vendor's industry; and in a timely, professional, and workmanlike manner.

5.2.4 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.

5.2.5 Disclaimer. VENDOR DISCLAIMS AND ADOBE EXPRESSLY WAIVES ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.3 Compliance.

5.3.1 Compliance with Adobe Policies. Vendor has read, understands and will comply with the versions of the following Adobe policies that are in effect on the Effective Date of this Agreement, which may be found on this page: [Vendor Compliance Policies](#).

(A) Commercial Email Guidelines;

(B) Insider Trading Policy; and,

(C) Harassment and Discrimination Prevention Policy.

5.3.2 Compliance with Adobe Business Partner Code of Conduct. Vendor represents and warranties that it has read, understands, and will comply with the following Adobe policies that are in effect on the Effective Date of this Agreement, which may be found on this page: [Vendor Compliance Policies](#).

(A) Business Partner Code of Conduct;

(B) Vendor Code of Conduct.

5.3.3 Compliance with Laws. Adobe is an equal employment opportunity employer and is a government contractor. Vendor has read, understands and will comply with all applicable laws, statutes, ordinances and regulations, including but not limited to laws and regulations governing applicable provisions of privacy, unsolicited commercial email (spam), unfair competition, anti-corruption, anti-discrimination, and false advertising), the United States Foreign Corrupt Practices Act of 1977 (15 U.S.C. sections 78dd-1 and following).

5.3.4 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.

5.3.5 Licenses. At its own cost, Vendor will obtain and maintain all licenses, permits, and other government authorizations required to provide the Good or Services to Adobe.



5.3.6 Vendor Indemnification. With the exception of claims that are due solely and directly to Adobe's acts or omissions, 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:

- (A) breach of the representation and warranties under this Agreement;
- (B) negligent performance under this Agreement;
- (C) infringement, misuse, or misappropriation of third-Party or Adobe intellectual property rights;
- (D) non-compliance with applicable laws;
- (E) breach of any confidentiality, privacy, data protection or publicity obligations under this Agreement or otherwise owed to Adobe under law;

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.

5.3.7 Adobe Indemnification. Adobe will indemnify Vendor, its officers, directors, employees, sub-licensees, customers and agents, against all damages, claims, liabilities, costs, losses, and expenses (including reasonable attorneys' fees) solely and directly arising out of Adobe's:

- (A) negligent or willful acts or omissions resulting in bodily injury, or death to any person or loss, disappearance, or damage to property;
- (B) proven non-compliance with applicable laws, rules, or regulations.

Vendor will give Adobe prompt notice of any claims. Vendor will not settle any claim without Adobe's written consent.

6. GENERAL

6.1 Acceptance of Agreement. Vendor's signature on this Agreement will constitute Vendor's acceptance of this Agreement.

6.2 Relationship of Parties; Independent Contractor; Agency. Vendor will determine in its sole discretion, the manner and means by which the Services are accomplished and Goods are produced. Vendor, and its employees, agents, and subcontractors are independent contractors and not agents or employees of Adobe. Vendor has no authority to bind Adobe by express or implied agency.

6.3 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 of inspection, 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.

6.4 Publicity. Vendor will not publicize or disclose the terms or existence of this Agreement, nor shall Vendor use any logos, trademarks, or tradenames of Adobe without the written pre-consent of Adobe, which must be obtained by emailing this address: brandapproval@adobe.com.

6.5 Effective Date. The effective date of this Agreement is the last date these GTCs are executed by all Parties.

6.6 Termination. This Agreement may only be terminated as follows:

- (A) **Termination for Convenience.** Upon 14 days prior written notice, Adobe may terminate this Agreement, any DA, and/or POs, in whole or in part, without liability, without cause. Upon receipt of notice of termination,



Vendor will immediately stop all work and cause any of its suppliers or subcontractors to stop work. Vendor will be paid for all acceptable work performed prior to the date of 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 makes an assignment for the benefit of creditors, (iii) Vendor’s dissolution, or (iv) Vendor ceases or threatens to cease carrying on business.

(D) **Effect of Termination**

(1) Notwithstanding termination, Adobe will have the right to continue to use the Goods and Services, and all licenses granted to Adobe will survive termination subject to the rights granted in this Agreement.

(2) Supplier will promptly return all Confidential Information, including materials to the extent they contain Confidential Information, to Adobe.

6.7 **Assignment; Subcontracting.** Vendor may not assign, delegate or subcontract any part of this Agreement without Adobe’s prior written approval, which will not be unreasonably withheld. Adobe may assign this Agreement without Vendor’s consent, in whole or in part, in cases of merger, acquisition, or divestiture by Adobe.

6.8 **Governing Law; Venue.** The United Nations Conventions on Contracts for the International Sale of Goods is not applicable to this Agreement. The governing law and venue for any claim or action regarding this Agreement or relating to performance of either Party under this Agreement is as follows:

WHERE GOODS OR SERVICES ARE RECEIVED:	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	Singapore: For disputes in Singapore, any dispute will be resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”). 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.
Australia, New Zealand, India, Sri Lanka, Myanmar or any other location not named	England	London, England

6.9 **Equitable Relief.** Either 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.



- 6.10 **Attorneys' Fees.** 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.
- 6.11 **Severability.** Any provision of this Agreement invalidated by a court of competent jurisdiction will be severed, and the rest of the Agreement will remain in full force and effect.
- 6.12 **Survival.** The following provisions survive the expiration or termination of this Agreement: Section 3. Financial Terms, Section 4. Intellectual Property, Section 5. Responsibilities, and Section 6. General.
- 6.13 **Notices.** Notices will be sent to the appropriate Party at the following physical or electronic address, or to a different address if specified by the Party in writing. Notices will be sent by electronic transmission, personal delivery, certified or registered mail, or international courier. Notices will be deemed received upon receipt upon delivery as shown by sufficient records.

FOR ADOBE:	Adobe Systems Incorporated 345 Park Avenue San Jose, CA 95110 Legal Notices: contractnotifications@adobe.com Invoices: ap@adobe.com General Notices: [insert name of business owner]
FOR VENDOR:	[physical address] Legal Notices: General Notices:

- 6.14 **No Third-Party Rights.** A person or entity who is not a Party to this Agreement has no right to benefit from or enforce any of its terms except Adobe Affiliates, who may issue and enforce DAs in their corporate capacities.
- 6.15 **Language.** This Agreement is in English. Any translation of this Agreement is solely for convenience, and the English language version of this Agreement controls the interpretation and application of the Agreement.
- 6.16 **Entire Agreement.** These GTCs and any referenced documents constitute the entire agreement between the Parties. All other written or oral arrangements, understandings, and agreements are excluded. Adobe objects to and rejects any verbal or written request or proposal for additional or different terms, even if Adobe pays Vendor based on an invoice from Vendor containing additional or different terms.
- 6.17 **Precedence.** If there is a conflict between the GTCs, DAs, any attachments to those documents, and any POs, the documents will be interpreted in the following order: (1) the GTCs; (2) DAs in the order of date of execution by Adobe; (3) any Exhibits to the GTCs; (4) the PO.
- 6.18 **Waiver.** A Party's delay or failure to exercise any right or remedy does not waive, modify or forfeit such rights. Waiver of a breach of the Agreement will not be a waiver of any future breach.