



MAILING LIST RENTAL OR ACQUISITION AGREEMENT

Effective Date: Date of last signature

PARTIES

- (1) Adobe and its affiliates, including Adobe Systems Incorporated at 345 Park Avenue, San Jose, CA 95110 (“**Adobe**”).
- (2) The party identified as “Vendor” in Schedule A (“**Vendor**”).

BACKGROUND

- A. Adobe requires the provision of certain lists, databases or other materials containing business contact information for certain organisations, and that may contain Personal Information.
- B. Adobe agrees to obtain the lists, databases, or other materials from Vendor, on the terms contained in this Agreement.

PREAMBLE

This Agreement consists of the following:

- A. these Agreed Terms; and
- B. Schedule A

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement, unless otherwise stated:

- (A) “**Address Harvesting**” means any activity that involves searching the Internet for electronic addresses and collecting, compiling, capturing or otherwise harvesting those electronic addresses.
- (B) “**Adobe Material**” means any proprietary material of Adobe that is provided to Vendor under this Agreement.
- (C) “**Applicable Laws**” has the meaning set out in clause 6.2.
- (D) “**Claim**” means a claim, action, proceeding, administrative action or demand made against a person, however arising and whether present or future, fixed or unascertained, actual, threatened or contingent.
- (E) “**Confidential Information**” means a Discloser’s or Discloser’s affiliates’ non-public information (including copies, summaries, and extracts): (A) that is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (B) that is disclosed in non-tangible form, identified as confidential at the time of disclosure, summarized in a writing labelled as “confidential”, and delivered to Recipient or Recipient’s affiliate (as applicable) within 15 days after disclosure. Unless expressly provided in writing or subject to an exception below, Adobe Materials are Confidential Information. The party disclosing Confidential Information is referred to as “Discloser” and the party receiving Confidential Information is referred to as “Recipient.” Confidential

Information does not include information that:

- (1) is or becomes generally publicly available at or after the time of disclosure through no fault of either Recipient or Recipient's affiliate;
 - (2) was known to Recipient or Recipient's affiliate (as applicable), free of any confidentiality obligations, before its disclosure by either Discloser or Discloser's affiliate;
 - (3) becomes known to Recipient or Recipient's affiliate (as applicable), free of any confidentiality obligations, from a source other than either Discloser or Discloser's affiliate; or
 - (4) is independently developed by either Recipient or Recipient's affiliate without use of Confidential Information.
- (F) **"Contractor"** means any third party engaged by Adobe in connection with the Marketing Campaign.
- (G) **"Customers"** means the customers or customer segments described in Schedule A, whose information is the subject of the Mailing List.
- (H) **"Customer Information"** means the business contact information of Customers that must be included in the Mailing List, as described in Schedule A.
- (I) **"EEA Rules"** means the European Directives on Data Protection (95/46/EC) and 2002/58/EC (as amended by Directive 2009/136/EC), including any and all legislative and/or regulatory amendments or successors thereto (including the General Data Protection Regulation (Regulation (EU) 2016/679)), and any applicable implementing local legislation within the European Economic Area including, where applicable, the guidance and codes of practice issued by supervisory authorities.
- (J) **"Effective Date"** means the date of last signature of this Agreement.
- (K) **"Intellectual Property Rights"** means all intellectual property rights of whatever nature anywhere in the world, including all rights conferred under statute, common law or equity, including trade mark rights, service mark rights, patents rights, copyrights, design rights and trade secrets, any rights to apply for registration (to the extent registrable) of any of the foregoing rights.
- (L) **"Loss"** means any damage, loss, cost, expense, fine, civil penalty or liability incurred by a person.
- (M) **"Mailing List"** means Vendor's lists, databases or other materials containing Customer Information, as described in Schedule A.
- (N) **"Marketing Campaign"** means marketing campaign(s) carried out by Adobe, as described in Schedule A.
- (O) **"Personal Information"** is given the meaning under the relevant privacy or data protection laws relating to this term or any similar term (such as "personal information") used in the laws, or where no such laws apply, means any information that by itself or when combined with other information (such as telephone number, e-mail address, precise real-time GPS location, and government-issued identification number) can be used to identify a specific natural person.
- (P) **"Sensitive Personal Information"** means an individual's: (i) social security number, or equivalent, taxpayer identification number, passport number, driver's license number or other government – issued identification number; (ii) financial account number, with or without any code or password that would permit access to the account (such as bank account numbers and debit or credit card numbers); (iii) race, religion, ethnicity, medical or health information, background check information, sexual orientation, biometric or genetic data; or (iv) or the meaning given under relevant privacy or data protection laws relating to this term or similar term.
- (Q) **"Tax"** means any tax, fee or cost not based on Adobe's net income or capital, or any fees, penalties or interest associated with any of the foregoing.
- (R) **"Territory"** means the country(ies) where Customers are located, as set out in Schedule A.
- (S) **"Use Period"** means the period that Adobe may use the Mailing List, as indicated in Schedule A.

2. PROVISION OF MAILING LIST

- 2.1** Vendor will provide to Adobe the Mailing List by the deadline in Schedule A.
- 2.2** If the Mailing List contains any invalid Customer Information (for example, if emails sent are “bounced back” or postal communications are returned to Adobe as undeliverable, or if the information is otherwise incorrect, incomplete or out of date), Vendor will provide Adobe with a quantity of valid replacement Customer Information records as stated in Schedule A.

3. ADOBE’S USE OF MAILING LIST

- 3.1** Vendor agrees that Adobe may use the Mailing List:
- (A)** for the applicable Use Period, based on the use model selected in Schedule A; and
 - (B)** for the purpose of carrying out the Marketing Campaign, including through the use of Adobe’s third party email service providers.
- 3.2** Vendor acknowledges that Adobe’s use of Personal Information included in the Mailing List will be in accordance with its privacy policies located at <http://www.adobe.com/privacy.html>.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 Adobe Material.** All Intellectual Property Rights in the Adobe Material remain vested in Adobe. To the extent that Vendor needs to use any of the Adobe Material for the purpose of performing its obligations under this Agreement, such rights will be granted to Vendor in Schedule A.

4.2 Vendor Ownership of Mailing List.

- (A)** If Schedule A provides for a “Limited Term License” or a “Perpetual License”, then
- (1) all Intellectual Property Rights in the Mailing List vest in Vendor.
 - (2) Vendor grants to Adobe a royalty free, worldwide, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate the Mailing List during the Use Period, in accordance with this Agreement.
 - (3) Upon expiry or termination of the Agreement, Adobe will cease commercial use of the Mailing List and retain a copy of the Mailing List solely for backup or evidentiary purposes, or as required by law, including Applicable Laws.
 - (4) Adobe will treat the Mailing List as Confidential Information. Adobe will not duplicate the Mailing List or sell, rent, share or otherwise disclose the Mailing List to any third party except as permitted in this Agreement, or upon prior written approval of Vendor.

4.3 Adobe Ownership of Mailing List.

If Schedule A provides for a “Purchase of Mailing List,” all Intellectual Property rights in the Mailing List, including any derivatives of the mailing list created by Adobe, transfer to Adobe. Vendor will treat the Mailing List as Confidential Information.

5. VENDOR’S OBLIGATIONS

- 5.1 Expenses.** Unless otherwise indicated in Schedule A, Adobe will have no obligation to reimburse Vendor for any costs or expenses incurred by Vendor in performing its obligations under this Agreement. Adobe will reimburse Vendor for those expenses which fulfill cumulatively the following conditions: are (a) reasonably incurred in conjunction with the Services; (b) supported by relevant documentation to Adobe’s satisfaction and submitted within thirty (30) days of the expense date; and (c) approved in advance of the Vendor spend by Adobe in writing.
- 5.2 Insurance.** During the term of this Agreement and for at least one year after any expiry or termination,

Vendor is responsible for maintaining, for itself and its employees, at its expense and in its own name, disability, liability, and other business insurance as is necessary, appropriate or required by law and must furnish to Adobe, at Adobe's request, appropriate proof of such insurance.

- 5.3 **Records.** In connection with its performance of its obligations under this Agreement, Vendor will be solely responsible for, and will maintain, any records required by law, including Applicable Laws.
- 5.4 **Co-operation.** If Adobe receives a complaint from a Customer or is queried or investigated by a government or regulatory body regarding its use of the Mailing List as contemplated by this Agreement, then Vendor must provide all assistance reasonably requested by Adobe (at the Vendor's cost) in connection with the response.

6. VENDOR'S REPRESENTATIONS AND WARRANTIES

Vendor represents and warrants that:

- 6.1 Vendor has (A) the power and authority and (B) either full right, title, and interest or all necessary licences, approvals, permits and consents to enter into and perform its obligations under this Agreement;
- 6.2 Vendor complies with all laws, regulations, rules, guidelines, and codes related to the performance of its obligations under this Agreement, in particular those pertaining to privacy and data collection, data protection, email marketing (including without limitation, spam), direct marketing and information security, and rights (including the EEA rules where they apply) ("**Applicable Laws**");
- 6.3 the Mailing List conforms to all descriptions and requirements, and may be used for the purposes described in this requirement, whether or not the Mailing List content was collected by Vendor or another organization;
- 6.4 the records contained within the Mailing List were fairly and lawfully collected and all notices required by Applicable Laws (including the EEA Rules where they apply) were first provided to the individual outlining how the individual's data will be used and disclosed as described in Schedule A, including where the EEA Rules apply, informing the individual about Adobe's specific identity and conspicuously informing the individual at the time of first communication of their rights to opt-out under the EEA Rules.
- 6.5 prior to the Mailing List being submitted by Vendor to Adobe for use in accordance with this Agreement, Vendor will ensure that the individual records contained within the Mailing List were, where required by Applicable Laws, collected with Customer's affirmative up to date opt-in consent (and which has not been subsequently withdrawn) to receive communications from Adobe and for their Personal Information to be collected, and used by Adobe and disclosed, as described in Schedule A. In relation to records within the Mailing List to which the EEA Rules apply, 'consent' shall have the meaning set out in Regulation (EU) 2016/679. Vendor agrees to provide Adobe, within such timescales as Adobe may reasonably specify, with such assistance as Adobe may require to demonstrate the obligations in this clause 6 have been met including, but not limited to providing copies of notices provided or policies posted and copies or other evidence of the consent obtained.
- 6.6 If any individual whose information forms part of the Mailing List withdraws consent or otherwise opts-out, Vendor shall notify Adobe immediately and will provide Adobe with a quantity of valid replacement Customer Information as stated in Schedule A.
- 6.7 the Customer Information records in the Mailing List were not or will not be collected:
 - (A) through any other means besides those described in Schedule A;
 - (B) via any method other than affirmative, opt-in consent such as through opt-out, data mining, Address Harvesting or screen-scraping;
 - (C) deceptive representations at the point of collection or in any privacy policy or similar document; or
 - (D) in a manner contrary to law;
- 6.8 Vendor will not transmit, disclose or make available Sensitive Personal Information to Adobe;
- 6.9 Vendor uses commercially reasonable methods to compile and maintain accurate Customer Information

and that the Mailing List is at least 99.5% complete and accurate, and where the Mailing List are licensed to Adobe under clause 4.2, updated continuously during the Use Period.

- 6.10** Where content of a Mailing List is collected by an organization other than Vendor, Vendor must ensure prior to the data collection that the party collecting the Customer Information from the individual has agreed by contract with the Vendor to comply with the provisions in this clause 6.

7. VENDOR'S INDEMNIFICATION

- 7.1** Vendor will indemnify Adobe, Contractors, and the respective officers, employees, and agents of Adobe, members of Adobe and Contractors ("**Indemnified parties**") against any Losses (including legal costs on a solicitor and client basis) relating to or arising out of:
- (A)** a breach by Vendor of this Agreement, including a breach of any of the representations and warranties given by Vendor in this Agreement;
 - (B)** any misrepresentations made by Vendor or Vendor's officers, employees, representatives or agents ("**Vendor Personnel**");
 - (C)** any wrongful (including unlawful, fraudulent or negligent) acts or omissions made by Vendor or Vendor Personnel; and
 - (D)** any breach of any law by the Vendor or Vendor Personnel (including Applicable Laws).
- 7.2** Vendor must defend any Claims brought by any person against the Indemnified parties, which arise in connection with:
- (A)** the Mailing List;
 - (B)** the manner in which the Personal Information in the Mailing List was collected; and
 - (C)** any of the breaches that are the subject of the indemnity provided in clause 7.1.
- Vendor will, in each case, indemnify the Indemnified Parties against their Losses arising out of or in connection with the foregoing (A), (B) or (C) in this clause, whether or not incurred by reason of a Claim.
- 7.3** Vendor will have no liability to Adobe for any Claim under clause 7.2 for:
- (A)** modifications made by Adobe to the Mailing List, to the extent that the Claim arises from the modifications; and
 - (B)** Adobe's failure to abide by any opt-out request by a customer, as recorded in the Mailing List that was purchased by Adobe.
- 7.4** In connection with a Claim under clause 7.2, Adobe will:
- (A)** notify Vendor in writing of the Claim promptly upon the earlier of learning of or receiving a notice of it;
 - (B)** provide Vendor with reasonable assistance requested by Vendor for the defence or settlement (as applicable) of the Claim;
 - (C)** provide Vendor with the exclusive right to control and the authority to settle the Claim (Adobe may participate in the matter at Adobe's own expense); and
 - (D)** refrain from making admissions about the Claim without Vendor's prior written consent.
- 7.5** From the date of a written notice from Adobe to Vendor in relation to a Claim under clauses 7.1 or 7.2, Adobe will have the right to withhold from Vendor any unpaid amounts due under this Agreement.

8. CONFIDENTIALITY

- 8.1** **No Use or Disclosure.** Recipient will only use Confidential Information for the purposes of this Agreement and will not reproduce, disseminate, or disclose Confidential Information to any person, except to its

employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as those in this clause 8 (Confidentiality). Recipient will treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care.

8.2 Required Disclosure. Recipient may disclose Confidential Information:

- (A) as approved in a writing signed by Discloser;
- (B) as necessary to comply with any law or valid order of a court or other governmental body (to the extent specified in that order); or
- (C) as necessary to establish the rights of either party,

but only if, in the case of clause 8.2(B) and clause 8.2(C), Recipient (1) promptly notifies Discloser the particulars of the required disclosure; and (2) gives Discloser all assistance reasonably required by Discloser to enable Discloser to take available steps to prevent the disclosure or to ensure that disclosure occurs subject to an appropriate obligation of confidence.

8.3 Responsibility for Representatives and Affiliates. Recipient is responsible for ensuring that its representatives and affiliates fully comply with the obligations of the Recipient under this clause 8 (Confidentiality).

8.4 Expiry or Termination. Subject to Adobe's rights granted in clause 4, upon the expiry or termination of this Agreement, Recipient must destroy all copies of, Discloser's Confidential Information and return any tangible copies to Discloser upon written request.

9. PAYMENT TERMS

9.1 Subject to Vendor's compliance with this Agreement and the provision of the Mailing List in accordance with this Agreement, Adobe agrees to pay Vendor the fees set out in Schedule A, within 30 days of Adobe's receipt of Vendor's invoice by Adobe's Accounts Payables department.

9.2 Vendor agrees that Adobe may offset the fees in the amount stated in Schedule A for:

- (A) each duplicate record that exists, either within the Mailing List or with Adobe's own customer database. Upon Vendor's written request, Adobe will provide Vendor with documentation supporting the existence of duplicate records, as between the Mailing List and Adobe's own database; and
- (B) any invalid record that Vendor fails to replace under clause 2.2.

9.3 The Vendor's invoice in clause 10.1 must be a valid tax invoice and comply with Adobe's requirements and applicable laws.

10. TAXES

10.1 No part of Vendor's compensation, if any, under this Agreement will be subject to withholding for any national, state, provincial, social security, workers' compensation or other required taxes or payments, unless required pursuant to notification by relevant taxing agencies. Vendor acknowledges and agrees that it is Vendor's obligation to: (A) report as income, and pay all taxes upon, all compensation received by Vendor pursuant to this Agreement; and (B) pay for all taxes and other benefits arising from Vendor's employment of Vendor's employees performing the services provided under this Agreement.

10.2 Vendor agrees to pay, indemnify Adobe and hold it harmless:

- (A) to the extent of any obligation imposed on Adobe to pay any such taxes, benefits or insurance, including without limitation, withholding taxes, Central Provident Fund or other mandatory provident fund contributions, social security, unemployment, or disability insurance, including the interest and penalties thereon; and
- (B) from any Tax imposed by any governmental authority with respect to any payment to be made by

Adobe under this Agreement or any item to be delivered by Vendor to Adobe under this Agreement.

11. TERM AND TERMINATION

- 11.1 Term.** This Agreement commences on the Effective Date and will continue until:
- (A) the end of the Use Period, if Adobe will license the Mailing List under clause 4.2; or
 - (B) the latter of the deadline for providing the Mailing List indicated in Schedule A or the date of complete delivery of all Mailing List, if Adobe will purchase the Mailing List under clause 4.3, unless terminated earlier under this Agreement.
- 11.2 Termination without Cause.** Adobe may terminate this Agreement at any time by giving Vendor 30 days' written notice.
- 11.3 Termination for Cause.**
- (A) **Material Breach by Either Party.** 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) **Breach of Confidentiality Provisions.** If a party is in breach of any confidentiality provisions of 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) **Insolvency.** A party may terminate this Agreement immediately upon notice to the other party if the latter is subject to any of the following events (or events like or analogous to the following): (1) insolvency; (2) any form of voluntary or involuntary insolvency administration or liquidation; (3) entering into a scheme or voluntary arrangement with its creditors for partial discharge of indebtedness; or (4) disbanded or dissolved under regulatory action or decree.
- 11.4 Effect of Termination.** For avoidance of doubt, in the event of termination:
- (A) Adobe will pay to the Vendor undisputed charges due under clause 9 (Payment Terms), subject to Adobe's right of set-off under clause 9.2, and pro-rated where applicable up to the date of termination; and
 - (B) Vendor will, to the extent required by Adobe up to the date of termination, provide Adobe with a replacement set of Mailing List under clause 2.2.
- 11.5 Survival.** The termination or expiry of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiry, including the provisions that deal with the following subject matters: definitions, Adobe's use of Mailing List (if Adobe owns the Mailing List), intellectual property, payment obligations, Vendor's obligations, Vendor's representations and warranties, Vendor's indemnification, confidentiality, term and termination, effect of termination, the "General Provisions" clause and Schedule A.

12. GENERAL PROVISIONS

- 12.1 Assignment.** The rights and liabilities of the parties will bind and inure to the benefit of their respective successors, executors and administrators. Either party may assign its rights and obligations, in whole or in part and in any manner, under this Agreement with prior written consent of the other party.
- 12.2 Governing Law, Venue.** This Agreement will be governed by and construed substantively and procedurally as follows:
- (A)

ADOBE CONTRACTING ENTITY	GOVERNING LAW AND VENUE
United States, Canada, Mexico	State of California; Santa Clara County

Japan	Japan; Tokyo District Court
Association of Southeast Asian Nations (ASEAN), Myanmar, Mainland China, Hong Kong S.A.R., Macau S.A.R, Taiwan R.O.C., Republic of Korea, Bangladesh or Nepal	*Any dispute regarding this Agreement or the Services will be resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”).
United Kingdom, Ireland, Australia, New Zealand, India, Sri Lanka, Myanmar or any other location not named in this clause.	London, United Kingdom; England and Wales <i>All claims related to data protection and data privacy shall be subject to the laws of Ireland, which does not exclude the application of mandatory statutes.</i>

*There will be one arbitrator, selected jointly by the parties. If the arbitrator is not selected within 30 days of the written demand by a party to submit to arbitration, the Chairman of the SIAC will make the selection. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness’s native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over the parties.

(B) The United Nations Convention on Contracts for the International Sale of Goods does not apply.

- 12.3 Provisional Remedies.** Actual or threatened breach of this Agreement may cause immediate or irreparable harm that may be difficult to calculate and may not be remedied by the payment of damages alone. Notwithstanding any provision in this Agreement, either party to this Agreement may have the right to 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 either party may have for the breach of this Agreement.
- 12.4 Notices.** Any notice given under this Agreement must be in writing to the following addresses (or addresses notified in writing by either party): (A) by email to Adobe: ContractNotifications@adobe.com; and (B) to Vendor: at the address stated in this Agreement. A notice is taken to have been received by email 3 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 Language.** This agreement is prepared and executed in the English language only. If any courtesy translation of this agreement is made available to any party, the English language version will prevail in all respects, and such courtesy translation will not be binding and will have no effect. If there is any conflict or inconsistency between the English language version of the Agreement and any courtesy translation, the English language version and interpretation will prevail.
- 12.9 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.
- 12.10 Severability.** If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the term and this Agreement will continue in full force and effect.
- 12.11 Signature.** Each party may sign this agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies or facsimiles.

Schedule A

This Schedule A (the "Schedule A") dated [DATE] is entered into between Adobe and [Vendor Name] ("Vendor") is an integral part of and subject to the MAILING LIST RENTAL OR ACQUISITION AGREEMENT (the "Terms") located on Adobe.com or successor website, and is incorporated into this Schedule by reference.

1. VENDOR INFORMATION.

Vendor Name	[to insert]
Country/State of incorporation	[to insert]
Address	[to insert]
Contact information	[to insert]

2. MAILING LIST DESCRIPTION; CUSTOMERS; CUSTOMER INFORMATION; TERRITORY.

Vendor must provide the Mailing List in accordance with the following:

Description of Mailing List	[describe the lists, databases etc that are to be provided by Vendor. Include required size of database, if applicable.]
Customers	[describe the customers or customer segments who are the subject of the Mailing List]
Customer Information	[describe all required Customer Information]
Evidence of Consent	[include (i) the consent language Vendor presented to and accepted by the Customers (consent must comply with requirements set forth in the Agreement) and (ii) any records or documentation that the Vendor will provide to confirm that the individuals have consented]
Territory	<i>Please add applicable country(ies) where the Customers are located. If Vendor is providing records for Canadian contacts, Vendor agrees to the Additional Representations and Warranties in Section 3 below.</i>
Replacement Mailing List	If there are any invalid Customer Information records, Vendor will provide Adobe with a quantity of valid replacement records equal to [125% of the total number of invalid records].
Deadline for providing Mailing List	[insert deadline]

3. Additional Representations and Warranty.

If the Mailing List includes Canadian contacts, Vendor will make available to Adobe an unsubscribe mechanism to comply with subsection 10(2) of *An Act to Promote the Efficiency and Adaptability of the Canadian Economy by Regulating Certain Activities that Discourage Reliance on Electronic Means of Carrying out Commercial Activities, and to Amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* ("Canada's Anti-Spam Legislation", or "CASL"), and section 5 of the *Electronic Commerce Protection Regulations, SOR/2013-221* (collectively, the "CASL Unsubscribe Rules"). Vendor represents and warrants that if Adobe receives an unsubscribe request from a Canadian contact and provides the unsubscribe request to Vendor (either through the provided mechanism or other mutually agreed upon method), the unsubscribe request will be processed by Vendor and/or other users of the Mailing List in accordance with the CASL Unsubscribe Rules.

4. PERIOD OF USE; INTELLECTUAL PROPERTY RIGHTS OWNERSHIP

Please select applicable option.

	Use Model	Use Period	Intellectual Property Rights Ownership
<input type="checkbox"/>	Limited term license	<to insert, if applicable>	Vendor owns the Mailing List, in accordance with clause 4.2 of the Terms.
<input type="checkbox"/>	Perpetual license	Perpetual	
<input type="checkbox"/>	Purchase of Mailing List	Use Period is unlimited - Adobe is purchasing the Mailing List.	Adobe owns the Mailing List, in accordance with clause 4.3 of the Terms.

5. ADOBE MARKETING CAMPAIGN

Adobe may use the Mailing List for the purpose of the following direct marketing campaign(s) carried out by Adobe:

Type of Communication	Please select applicable option(s). <input type="checkbox"/> Direct mail <input type="checkbox"/> Email <input type="checkbox"/> Others (please specify): _____
Purpose	Please select applicable option(s). <input type="checkbox"/> General promotion and marketing of Adobe’s products and services <input type="checkbox"/> Others (please specify): _____

6. OPT-IN CONSENT TO BE PROVIDED

Vendor must obtain affirmative opt-in consent under clause 6.5 of the Terms where required by Applicable Laws, for the following:

Type of Communication & Purpose	Vendor must obtain affirmative opt-in consents, which have not been withdrawn, from the individuals to receive the types of communications indicated under Section 5 (Adobe Marketing Campaign) above.
How Customer Consent was Obtained	Please select applicable option(s). <input type="checkbox"/> Check-box on the following URLs/websites: _____ (Note: Check-box must not be pre-checked) <input type="checkbox"/> Online form <input type="checkbox"/> Market surveys <input type="checkbox"/> Individual has opted-in to join a mailing list <input type="checkbox"/> Others (please specify): _____ The Customer Information must not be collected through data mining or otherwise in breach of clause 6 of the Terms.

7. FEES

Amounts listed below are in [U.S Dollars/Euro/ and include any applicable taxes.

Fees	[\$[to insert]
Amount to be offset (for duplicate or invalid records)	[\$[to insert] per Customer Information record

By signing below, each party acknowledges that it has carefully read and fully understood this agreement, and each agrees to be bound by the terms of this agreement. This agreement will become effective on the Effective Date.

Vendor
Sign:
Name:
Title:
Date

Adobe
Sign:
Name:
Title:
Date