



PSLT – Adobe Acrobat Services (DC APIs) (2022v1)

This PSLT governs your use of Adobe Acrobat Services and is incorporated by reference into the General Terms.

1. **Definitions.** Capitalized terms not defined here have the same meaning as defined in the General Terms:

- 1.1 **“API”** means the application programming interface, which is a set of routines, protocols, and tools that specify how software components interact. APIs may be specified in header files, JAR files, the SDK plug-in APIs as defined in the header files and demonstrated in plug-in example code and related information in object code format, and/or as libraries that Adobe has included as part of the SDK to integrate unmodified with Customer Software that interoperate with Products or Services.
- 1.2 **“Customer Software”** means any software applications, programs, or other technologies Customer develops using SDK(s) or API(s), and that (a) are intended to access, function or interoperate with the Document Cloud Service, and (b) add substantial functionality and value beyond the Document Cloud Service itself. For the avoidance of doubt, Customer Software may be comprised of a Customer’s hosted service that interoperates with the Document Cloud Service.
- 1.3 **“Customer’s User”** means any individual that uses Customer Software or has an account that has been enabled to indirectly access and use the Document Cloud Service through Customer Software.
- 1.4 **“Document”** means the digital output of an Operation.
- 1.5 **“Document Cloud Service”** means certain document solutions made generally available by Adobe permitting use and access to a wide-range of PDF functionalities and other document capabilities via SDKs and Service APIs, including without limitation PDF Services API.
- 1.6 **“Operation”** means any of the document-related capabilities found on the metrics table (available at www.adobe.com/go/dcsdk_doc_services_meter or successor website) and subject to the content limits therein.
- 1.7 **“Pages”** means for any particular file type (e.g., DOCX, PPTX, PDF, etc.), the digital output segmented or separated into sheets as if rendered as physical print output.
- 1.8 **“Document Transaction”** means an initial endpoint request (i.e., API call) for executing an Operation that results in a Document.
- 1.9 **“SDK(s)”** mean the software development kit(s) that are made generally available by Adobe for the Document Cloud Service via the Adobe developer portal, Adobe I/O, located at <https://www.adobe.io> or its successor site.
- 1.10 **“Service API(s)”** mean the API(s) for calling or making requests to the Document Cloud Service that are made generally available by Adobe via the Adobe developer portal, Adobe I/O, located at <https://www.adobe.io> or its successor site.

2. **Additional License Grants and Restrictions.**

- 2.1 License Grant to SDKs and Service APIs.** Adobe grants Customer a non-exclusive, revocable, non-transferable license to use the SDKs and Service APIs for the sole purpose of building integration(s) with Customer Software for Customer’s Users, where the Service API is used to embed and/or integrate certain functionality and capability of the Document Cloud Service within the Customer Software.
- 2.2 License Restrictions.** The scope of the license in this Section 2 is limited by the following requirements and restrictions:
- (A) Customer is prohibited from distributing, hosting, sublicensing, offering, permitting access or making available the Document Cloud Service or any of its components as a stand-alone application, product, or service. Customer may not permit Customer’s Users to use the SDKs, Services API(s), and the Document Cloud Service outside of the Customer Software.
 - (B) Customer must use a supported version of the SDKs or Service APIs. When notified by Adobe that there is a release of an Update or patch to the SDKs or Service APIs, Customer should promptly implement and use the most current version of the SDKs or Service APIs, as applicable, at Customer’s sole cost and expense. Failure to implement and use a supported version will result in disabled Service APIs within Customer Software or increased security vulnerability. Continued use of an older version of the SDK or Service APIs is at Customer’s own risk.

3. Additional Customer Obligations.

- 3.1 Spikes.** Customer agrees to work with Adobe to create a plan to manage any significant increases in demand for system resources driven by Customer or Customer’s Users (“**Spikes**”). This includes without limitation when Adobe believes that the number of Service API calls may adversely impact the Document Cloud Service. In the absence of such collaboration, Customer agrees that Adobe may throttle or otherwise queue Customer’s Service API calls to manage such Spikes.
- 3.2 Notices.** Customer agrees that it will retain and/or reproduce any Adobe copyright notices, disclaimers, or other proprietary notices or attribution statements (as they may appear in the SDKs or documentation provided as part of the Document Cloud Service) in all copies, modifications, or integrations of the Document Cloud Service, as such language is found in a “Readme” file or “License” file or the Third-Party License Terms at http://www.adobe.com/products/eula/third_party.html.
- 3.3 No Endorsement.** Customer will not represent to any third party that Adobe has endorsed, warranted or guaranteed the performance of any Customer Software, including any related product or service. Customer agrees that it has no expectation that it will obtain any anticipated amount of revenue, sales or other compensation as a result of entering into this Agreement. On termination of this Agreement, Adobe will not be liable for any compensation, reimbursement, damages, lost profits, or other payments arising from anticipated sales, expenditures, investments, leases, or other commitments.
- 3.4 API Credentials.** Customer is responsible for taking reasonable steps to maintain the security and control of its API credentials. Adobe assumes no responsibility for any loss that Customer may sustain due to a compromise of Customer’s API credentials. Adobe recommends against embedding API credentials in mobile environments or other client-side applications where it may be difficult to safekeep API credentials.

4. Maintenance and Support.

4.1 In addition to the terms and conditions under Adobe’s general support policies, support for Document Cloud Service is governed by its versioning and support policy (available here: http://www.adobe.com/go/dcsdk_doc_services_version).

5. **Sensitive Personal Data.** The Sensitive Personal Data restriction (e.g., section 6.3(C) of the General Terms 2020v1) does not apply to the contents of files that Customer processes with the Document Cloud Service through the Service API(s). In connection with Customer’s use of the Service API(s):

5.1 Customer is solely responsible for compliance with any applicable privacy laws and regulations governing the processing of Sensitive Personal Data. Adobe may, as your service provider, provide some functionality within the Document Cloud Service to help you comply with certain requirements, but Customer is responsible for implementing compliant functionality;

5.2 Customer is solely responsible for compliance with the Children’s Online Privacy Protection Act of 1998 (“**COPPA**”), if applicable, including not collecting information from children under the age of thirteen without first obtaining parental consent;

5.3 Customer must not collect, process, or store any protected health information, electronic or otherwise, pursuant to the Health Insurance Portability and Accountability Act (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health (“**HITECH**”); and

5.4 Customer is solely responsible for compliance with the Payment Card Industry Data Security Standard (“**PCI DSS**”), if applicable. PCI DSS prohibits using the On-demand Services to store Sensitive Authentication Data, including Card Verification Code or Value after authorization, even if encrypted. Capitalized terms in this section are defined in the PCI DSS.