ADOBE DOCUMENT CLOUD SERVICES ON AWS MARKETPLACE TERMS

Last modified: June 8, 2021

These Adobe Document Cloud Services on AWS Marketplace Terms ("**Terms**") are between you ("**you**" or "**your**") and the applicable Adobe entity described below ("**Adobe**," "**we**," "**us**," or "**our**") and govern your use of the Document Cloud Services. If you are an account administrator, or you otherwise use the Document Cloud Services on behalf of an enterprise, then "you" means you (personally) along with such enterprise, and you represent and warrant that you (personally) have all necessary authority to bind that enterprise to these Terms.

If you reside in North America (inclusive of United States, Canada, Mexico, United States territories and possessions, and United States military bases wherever located), your relationship is with Adobe Inc., a United States company, and these Terms are governed by the laws of California, U.S.A., unless preempted by U.S. federal law, without regard to conflict of law rules. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and these Terms are governed by the laws of Ireland. For customers in Australia, Adobe Systems Software Ireland Limited is acting as an authorized agent of Adobe Systems Pty Ltd. and is entering into this contract in its capacity as agent for Adobe Systems Pty Ltd. You may have additional rights under your local laws. We do not seek to limit those rights where it is prohibited to do so by law.

We may make changes to these Terms from time to time, and if we do, we will notify you by revising the date at the top of the Terms and, in some cases, we may provide you with additional notice. You should check and review the Terms regularly. Unless otherwise noted, any amended Terms will be effective immediately, and your continued use of the Document Cloud Services will confirm your acceptance of such changes. If you do not agree to the amended Terms, you must stop using the Document Cloud Services.

1.   DEFINITIONS

"**Adobe ID**" means the unique username that corresponds with the password and the profile information used to create a developer account to sign in and access the Document Cloud Services.

"**Adobe I/O**" means the Adobe developer portal located at https://www.adobe.io or its successor site.

"**Adobe Trademarks**" means the specific Adobe trademarks, names, logos and icons set forth in the Adobe branding guidelines available at https://www.adobe.com/legal/permissions/trademarks.html that are provided to you by us for the purpose of promoting Your Application.

"**Affiliate**" means, for either party to these Terms, any other entity that controls, is controlled by, or under common control with such 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 such entity.

"**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 we have included as part of the SDK to be integrated in unmodified form with Your Application.

"**AWS**" means Amazon Web Services, the entity that has been appointed by Adobe to process orders from you under these Terms.

"**Confidential Information**" means Adobe's non-public information, either in written or oral form, that is marked as "confidential" or orally so designated at the time of disclosure. This includes without limitation (a) the Pre-release Document Cloud Services and any related information whether or not designated as confidential; (b) Adobe's bug database; (c) Feedback, and opinions stemming from the Feedback; (d) any API credentials and related information provided to you; and (e) any derivative works of the above. "Confidential Information" does not include information that (i) is or becomes generally publicly available at the time of disclosure or subsequently through no fault of yours; (ii) was known to you, free of any confidentiality obligations, before its disclosure by us; (iii) becomes known to you, free of any confidentiality obligations, from a source other than us; or (iv) is independently developed by you without use of or reliance on Confidential Information.

"**Data**" means any information that is imported or collected by or on behalf of you in connection with your use of the Document Cloud Services.

"**Developer**" means either you or an individual within your organization who may use or access the Document Cloud Services for the purposes of the development and testing of Your Application.

"**Document**" means the digital output of an Operation.

"**Document Cloud Services**" means certain hosted document solutions made generally available by Adobe on the AWS Marketplace which permit use of and access to a wide range of PDF functionalities and document capabilities, including without limitation PDF Embed API and PDF Services API.

"**Document Transaction**" means an initial endpoint request (i.e., API call) for executing an Operation that results in a Document.

"**End User**" means any individual that uses Your Application or has an account that has been enabled to indirectly access and use the Document Cloud Services through Your Application.

"**Feedback**" means ideas, bug or crash reports, suggestions, proposals and other information or materials provided by you to us relating to your access to, use of and evaluation of the Pre-release Document Cloud Services, the Document Cloud Services, the API, the Service APIs or any other information, product or services provided to you by us, along with all associated intellectual property rights, and includes comments, opinions and feedback offered in any customer focus groups, customer advisory boards or similar Adobe programs.

"**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.

"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.

"**Pre-Release Document Cloud Services**" has the meaning set forth in section 5.

"**Sales Order**" means the sales order form that is executed between you and AWS that sets forth the fees for your use of and access to the Document Cloud Services.

"SDK(s)" mean the software development kit(s) that are made generally available by Adobe for the Document Cloud Services via Adobe I/O.

"**Sensitive Personal Data**" means an individual's financial information, sexual preferences, medical or health information protected under any health data protection laws, biometric data (for purposes of uniquely identifying an individual), personal information of children protected under any child protection laws (such as the personal information defined under the US Children's Online Privacy Protection Act ("**COPPA**")) and any additional types of information included within this term or any similar term (such as "sensitive personal information" or "special categories of personal information") as used in applicable data protection or privacy laws or regulations.

"Service API(s)" mean the API(s) for calling or making requests to the Document Cloud Services that are made generally available by Adobe via Adobe I/O.

"Your Application" means any software applications, programs, or other technologies you develop using SDK(s) or API(s), and that (a) are intended to access, function or interoperate with the Document Cloud Services, and (b) add substantial functionality and value beyond the Document Cloud Services alone. For the avoidance of doubt, Your Application may be comprised of a hosted service operated by you that interoperates with the Document Cloud Services.

2.   PAYMENT. You will be invoiced by AWS on a monthly basis for the number of Document Transactions you generated in the prior month.   The fees and payment terms for the Document Transactions are set forth in your Sales Order.

3.   DEVELOPER ACCOUNT. An Adobe ID and online developer account profile is required to obtain and use the Document Cloud Services and create Your Application. When you first subscribe to Document Cloud Services from the AWS Marketplace, if you do not already have an Adobe ID you will be prompted to create one when you visit Adobe I/O. You must keep your account profile up to date with current account information (including current contact information) at all times. You are responsible for all activity that occurs via your account even if that activity is not by you or is without your knowledge or consent. Please notify Adobe customer support immediately if you become aware of any unauthorized use of your account. You may not (a) share your account information (except with an authorized account administrator), whether intentionally or unintentionally; or (b) use another person's account. You will access the Document Cloud Services by the means required by us and as otherwise described in the relevant documentation. When using APIs, you may not mispresent or mask your identity or that of your API client.

4.   LICENSE AND RESTRICTIONS.

4.1   License to You. Subject to your compliance with these Terms, we grant to you a nonexclusive, nontransferable, revocable license solely to access and use the Document Cloud Services (including without limitation the SDKs and Service APIs) for (a) the development and testing of Your Application; and (b) executing one or more Operations. You may not make the Document Cloud Services, or any components included in the Document Cloud Services, available as a stand-alone application, product or service.

4.2   Ownership. The Document Cloud Services and related documentation are our and our suppliers' intellectual property and are protected by law, including United States copyright, trademark, trade secret, and patent law, international treaty provisions and applicable laws of the country in which they are being used. We and our suppliers retain all right, title and interest in these items. We reserve all rights not expressly granted in these Terms. You agree to retain and reproduce in full any Adobe copyright notices or other proprietary notices or disclaimers in all copies of the Document Cloud Services, or any portions thereof, reproduced by you.

4.3   Modifications and Discontinuation. We may modify or update the Document Cloud Services at any time without notice or liability to you or anyone else, and your continued access to or use of the Document Cloud Services will constitute acceptance of such update or modification. Upon the release of any update or modification to any Document Cloud Services, you are responsible for implementing the most current version of such Document Cloud Services at your sole cost and expense. We may discontinue the Document Cloud Services at any time upon ninety (90) days written notice to you.

4.4   Use by Affiliates and Third Parties. You may permit your Affiliates to use the Document Cloud Services. In addition, you may allow your third-party contractors to access and use the Document Cloud Services provided such use or access is only for your direct beneficial business purposes. You are responsible for ensuring that any third-party or Affiliate using or accessing the Document Cloud Services as described in this section complies with these Terms, and you are responsible and liable for the acts or omissions of such Affiliate or third-party as if they were your own acts or omissions.

4.5   Third-Party Terms. The Document Cloud Services may contain third-party software (such as free or open source software) and may be subject to additional terms and conditions found in a separate license agreement; a "ReadMe" file; a "License" file; or, in the "Third Party Software Notices and/or Additional Terms and Conditions" found at http://www.adobe.com/go/thirdparty (collectively, "**Third-Party License Terms**"). The Third-Party License Terms may require you to pass through notices to your End Users and will control if there is a conflict between these Terms and such Third-Party License Terms.

4.6   License Requirements and Restrictions.

(a)   No Modifications or Reverse Engineering. Except as expressly permitted in these Terms, you may not (i) modify, port, adapt or translate any portion of any Document Cloud Services; or (ii) reverse engineer (including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system), decompile, disassemble, or otherwise attempt to discover the source code, data representations, underlying algorithms, processes, and methods, or any portion of any Document Cloud Services not provided to you as source code. If the laws of your jurisdiction give you the right to decompile the Document Cloud Services to obtain information necessary to render the licensed portions of the Document Cloud Services interoperable with other software, you may do so only after you

first request such information from us, and we may impose reasonable conditions, including a reasonable fee, on such use of the source code or information to ensure that our and our suppliers' rights in the source code or information are protected and our obligations are met.

(b)   No Interference. Except as expressly permitted by us, you must not (i) remove or otherwise obscure any Adobe "About" or "Info" screens or pages; or (ii) degrade, adversely affect, or otherwise negatively interfere with the functionality or appearance of any Adobe products or services. Your Application must not enable interference with or modification of the default language of any Adobe product or services.

(c)   Malware. You may not knowingly, willfully, or negligently incorporate any malicious or harmful code, viruses, Trojan Horses, worms, time bombs, cancelbots, defects, other malware, or anything of a destructive nature in Your Application.

(d)   Viral Open Source Software. You may not integrate, use, distribute or otherwise combine the Document Cloud Services with any Viral Open Source Software. For purposes of this section, "**Viral Open Source Software**" means software licensed under the GNU General Public License (GPL), GNU Affero General Public License (AGPL), GNU Lesser General Public License, or any other license that requires as a condition of use, modification or distribution that software be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributed at no charge.

(e)   No Sublicensing. You may not (i) sublicense the Document Cloud Services for use by a third party; or (ii) sell, rent, lease, lend, or otherwise grant to any third party any rights in the Document Cloud Services**.**

(f)   Non-Blocking of Adobe Development. We may develop, acquire, license, maintain or distribute technologies or products, now or in the future, that have design or functionality similar to or competitive with Your Application and nothing in these Terms limits our right to do so.

(g)   Support. You are solely responsible for providing support to End Users of Your Application.

(h)   Compliance. You must comply with all applicable laws and regulations and may not use the Document Cloud Services to encourage or promote illegal activity or violate third-party rights. Your Application must not violate any law, regulation or the rights of others when used as intended or marketed.

(i)   End User License Agreement. You must include your own end user license agreement with Your Application. Your end user license agreement may not contain provisions that are inconsistent with these Terms.

(j)   Attribution. Your Application must clearly and conspicuously display attribution to Adobe Document Cloud in the following format: "Powered by Adobe Document Cloud" hyperlinked to http://acrobat.adobe.com and visible to End Users of Your Application.

(k)   AI/ML. You will not, and will not allow third parties to, use the Document Cloud Services (or any content, data, output, or other information received or derived from the Document Cloud Services) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

5.   PRE-RELEASE DOCUMENT CLOUD SERVICES. In the event we make available to you any non-public, pre-release or beta versions of the Document Cloud Services **("Pre-Release Document Cloud Services")**, we grant to you a limited, nonexclusive, non-transferable, royalty-free license to use such Pre-release Document Cloud Services during the specified evaluation period for the sole purpose of internally evaluating the Pre-release Document Cloud Services and providing Feedback to us. Unless permitted by us in writing in advance, (a) you may not make any public use of the Pre-release Document Cloud Services, including without limitation distributing, publicly showing or displaying, or publicly referencing the Pre-release Document Cloud Services, and (b) you may not share any information (including screenshots) provided to you relating to Pre-release Document Cloud Services or make reference to the names of any Pre-release Document Cloud Services.

6.   TRADEMARKS. We grant to you a limited, nonexclusive, nontransferable, revocable license to use the Adobe Trademarks in Your Application, on your website, and in printed and electronic communications solely to indicate that Your Application provides a connection to, interoperates with, or is compatible with the Document Cloud Services. Your use of the Adobe Trademarks must comply with these Terms, the Adobe Trademark Usage Guidelines available (https://www.adobe.com/legal/permissions/trademarks.html or successor website) and any other applicable guidelines or restrictions provided by us. We may revise or update such guidelines at any time, and you must remain in compliance with the then-current version of the guidelines at all times. Your use of the Adobe Trademarks does not grant you any right, title or interest in any Adobe Trademarks other than as expressly stated in this section. You acknowledge our ownership of the Adobe Trademarks, recognize the value of the goodwill associated with the Adobe Trademarks, and acknowledge that such goodwill exclusively inures to the benefit of and belongs to us. Upon notice, you must cease any use of the Adobe Trademarks that we determine, in our sole discretion, is contrary to the intent of the trademark license grant above.

7.   YOUR DATA.

7.1   Ownership. As between you and us, you own (or where applicable, must ensure you have a valid license to) Your Data.

7.2   Permitted Use.

(a)   You grant us and our Affiliates a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display Data (i) to the extent necessary to perform our obligations (including, but not limited to, developing, modifying, improving, supporting, customizing, and operating our products and services) or enforce our rights under these Terms; or (ii) where required or authorized by law.

(b)   We may use, copy, transmit, index, and model Data for the purpose of (i) developing, improving or customizing our products and services; and (ii) publishing, displaying and distributing any anonymous information (i.e., information where neither you nor your End Users are capable of being identified which may be aggregated with other customers' anonymous information) derived from Data.

7.3   Usage Analytics. Adobe may develop, modify, improve, support, customize and operate the Document Cloud Services based on your use, as applicable, of the Document Cloud Services.

7.4   End User Content.

(a)   If you collect, use or process personal information through Your Application, you must (i) comply with all applicable privacy laws and regulations; (ii) post a privacy notice that you make easily accessible to End Users in Your Application where you clearly describe your practices for collecting, using and processing End User personal information, including any sharing with third parties; (iii) respect your End Users' privacy and adhere to your privacy notice commitments; and (iv) immediately delete any End User's content or other information, including tokens, upon request by that End User or us or when that End User closes his or her account with you.

(b)   If content generated by End Users is uploaded to the Document Cloud Services, the following terms apply: (i) we do not review all content uploaded to the Document Cloud Services, but we may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing); and (ii) we may access or disclose information about you, your End Users, or your use of the Document Cloud Services when it is required by law or regulation (such as when we receive a valid subpoena or search warrant).

7.5   Usage Limits.   Some of the usage limits for the Document Cloud Services are set forth at www.adobe.com/go/dcsdk_doc_services_meter or successor website. You agree that you will not attempt to circumvent or bypass our usage limits. In addition, we may limit your use of the Document Cloud Services, such as by limiting the number or type of calls accepted by or to an API if we believe that the number of API calls may negatively impact the performance of the Document Cloud Services or other Adobe products or services. If you exceed the maximum rate of a Service API, we may throttle or queue your API calls to manage such exceptional increases in demand for system resources.

7.6   Sensitive Personal Data. You agree not to collect, process, or store any Sensitive Personal Data using the Document Cloud Services. Your Application must not transmit, provide, or otherwise make available to us any Sensitive Personal Data, and must not derive personal information by any linking, combination, or cross-comparison of the data you possess with other data that you acquire from third-party sources.

7.7   Cross Border Transfers. We may transfer personal information across national boundaries and store and process such information in any of the countries we or our agents maintain offices.

7.8   Adobe Privacy Policy. The Adobe Privacy Policy (http://www.adobe.com/go/privacy) describes the privacy practices of Adobe's applications and websites.

7.9 Security.

(a)   Your Responsibilities. You are responsible for configuring and using the security features of the Document Cloud Services to meet your obligations to your users under applicable privacy, security and data protection laws and regulations. You are responsible for the security of the files and data that are transferred or processed when using a feature of the Document Cloud Services. We are not liable for damages arising out of unauthorized access to your account or Data if you fail to follow secure password composition, management and protection practices for your account. We will maintain commercially reasonable administrative, physical and technical safeguards to help protect the security, confidentiality and integrity of Data that is under our direct control within the Document Cloud Services.

(b) **Compliance Certifications**. The compliance certifications for the Document Cloud Services can be found at https://www.adobe.com/trust/compliance/compliance-list.html or its successor website. If Data is required to be processed or stored in accordance with the requirements of specific compliance certifications, standards or regulations, you may only use the Document Cloud Service to process or store such data if the required compliance certifications, standards or regulations are listed at the website above. For the listed compliance certifications, standards or regulations, the Document Services may be used to assist you in meeting your legal obligations, including without limitation, the use of service providers. You are solely responsible for (a) verifying that the Document Cloud Services meet all requirements applicable to Data, and (b) complying with any legal obligations applicable to Data.

(c) **Data Centers.** Document Cloud Services stores Data in U.S. data centers.

8. **CONFIDENTIALITY.**

8.1 **Non-Disclosure.** You agree to hold Confidential Information in strict confidence and not disclose it to any other party except to your employees and authorized representatives who need to know Confidential Information and are bound by confidentiality obligations at least as restrictive as the confidentiality provisions of these Terms. You are responsible for any breach of this confidentiality provision by you or any of your representatives. You agree to treat Confidential Information with the same degree of care as you treat your own confidential, non-public materials but in no event with less than reasonable care. You will stop use of and return or destroy all tangible Confidential Information, together with any copies, upon termination (as described in section 12) or promptly upon our request, except as otherwise required by law. You may disclose Confidential Information (a) as approved in a writing signed by us, or (b) as necessary to respond to a valid order by a court or other governmental body, as required by law, or as necessary to establish the rights of either party, provided that you promptly notify us upon receipt of the disclosure order and request confidential treatment of any affected Confidential Information.

8.2 **Pre-release Document Cloud Services.** Except as otherwise agreed, your obligations to protect the confidentiality of any Pre-release Document Cloud Services will terminate upon the first generally available commercial release of such Pre-release Document Cloud Services. Notwithstanding this section 8.2, your confidentiality obligations remain with respect to Feedback and related conversations or materials, as well as any prerelease credentials (including API Keys).

8.3 **Feedback.** You grant to us a worldwide, irrevocable, sublicensable, transferable, royalty-free, fully paid-up license to make, use, sell, have made, offer to sell, import, export, reproduce, distribute, modify, publicly perform, publicly display, sublicense and make derivative works based upon the Feedback. You represent and warrant that you have all rights necessary to provide the Feedback to us. We have no obligation to incorporate, use, or otherwise acknowledge any Feedback that you provide.

9. **INDEMNIFICATION.** You will indemnify us and our subsidiaries, Affiliates, officers, agents, employees, partners and licensors from any claim, demand, loss or damage, including reasonable attorneys' fees, arising out of or related to (a) any breach of these Terms by you or your Affiliates, including any alleged or actual breach of any representations and warranties made by you concerning any aspect of Your Application; (b) your or your Affiliates' access to or use of the Document Cloud Services; (c) any alleged or actual violation of your obligations of privacy or security to any third party; (d) any End User claim related to Your Application, including but not limited to any allegations based on a product liability claim; and (e)

any claim related to your agreement or relationship with an End User or with AWS. We have the right to control the defense of any claim, action, or matter subject to indemnification by you with counsel of our own choosing, and you will fully cooperate with us in the defense of any such claim, action, or matter.

10.   **LIMITATION OF LIABILITY. Except to the extent prohibited by law, we are not liable to you for any special, incidental, indirect, consequential, moral, exemplary or punitive damages whatsoever, regardless of cause, even if we were previously advised of the possibility of damages, including damages (a) resulting from loss of use, data, reputation, revenue or profits; (b) based on any theory of liability, including breach of contract or warranty, negligence, or other tortious action; or (c) arising out of or in connection with your use of or access to the Document Cloud Services and related documentation. Our total liability in any matter arising out of or related to these Terms is limited to the greater of (i) US $100; or (ii) the aggregate amount that you paid for access to the Document Cloud Services during the three-month period preceding the event giving rise to the liability.**

11.   **DISCLAIMER OF WARRANTIES. The Document Cloud Services are provided "AS-IS" and to the maximum extent permitted by law, we disclaim all warranties related thereto, whether express or implied, including the implied warranties of non-infringement, merchantability and fitness for a particular purpose. We make no commitments about the performance of the Document Cloud Services and further disclaim any warranty that (a) the Document Cloud Services will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results obtained from the use of the Document Cloud Services will be effective, accurate or reliable; (c) the quality of the Document Cloud Services will meet your expectations; or (d) any errors or defects in the Document Cloud Services will be corrected. We specifically disclaim all liability for any actions resulting from your use of the Document Cloud Services. You may use and access the Document Cloud Services at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use of and access to the Document Cloud Services.**

12.   **TERM AND TERMINATION.**

12.1   **Term.** These Terms are in effect from the date stated on your Sales Order and continue until terminated as provided below.

12.2   **Termination by You.** You may terminate your use of the Document Cloud Services at any time. Termination does not relieve you of any obligation existing prior to termination, including the obligation to pay any outstanding fees.

12.3   **Termination by Us.** We may terminate your rights under these Terms, deny use of the Document Cloud Services with Your Application, or revoke your assigned API Keys, at any time and for any reason. With respect to Pre-release Document Cloud Services, your rights under these Terms will terminate at the earlier of either the end of the evaluation period or upon written notice from us.

12.4   **Effect of Termination.** Upon termination, you must (a) stop distributing Your Application; (b) stop using the Document Cloud Services; and (c) stop use of and return or destroy all Confidential Information.

13.   **GENERAL PROVISIONS.**

13.1   Assignment. You may not assign or otherwise transfer these Terms or your rights and obligations under these Terms, in whole or in part, without our written consent, and any such attempt will be void. We may transfer our rights under these Terms to a third party.

13.2   Force Majeure. Neither Party is liable for failure to perform its obligations under these Terms to the extent that performance is delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labor action, fire, flood, earthquake, denial of service attacks and other malicious conduct, utility failures, power outages, or governmental acts, orders, or restrictions.

13.3   Trade Rules. You acknowledge that the Document Cloud Services may be subject to trade control laws and regulations, and you will comply with them.

13.4   Equitable Remedies. Notwithstanding any other provisions of these Terms, breach of these Terms by you may cause us irreparable damage for which recovery of money damages will be inadequate, and that we will be entitled to seek timely injunctive relief to protect our rights under these Terms in addition to seeking any and all remedies available at law. If any legal action is brought to enforce these Terms, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

13.5   Notices. Any notice given under these Terms must be in writing by email to the following addresses (or addresses notified in writing by either Party): (a) to Adobe at ContractNotifications@adobe.com and (b) to you at the email address associated with your Adobe ID.

13.6   Waiver. Our failure to enforce or exercise any provision of these Terms is not a waiver of that provision.

13.7   Entire Agreement and Precedence. These Terms constitute the entire agreement between the parties regarding the subject hereof and supersede all prior or contemporaneous agreements, understandings, and communication, whether written or oral. If there is any inconsistency or conflict between these Terms and any other agreement you have with Adobe, these Terms take precedence.

13.8   U.S. Government Licensing. If you are a U.S. Government entity you acknowledge that the Document Cloud Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable. You agree, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

13.9   No Prejudice; European Economic Area Provisions.

(a)   Nothing in these Terms will prejudice the statutory rights of any party, including those dealing as consumers. For example, for consumers in New Zealand who obtain the Document Cloud Services for personal business purposes, these Terms are subject to the Consumer Guarantees Act. As another example,

for consumers in Germany who obtain the Document Cloud Services, these Terms are subject to the German Product Liability Act.

(b)   If you obtained the Document Cloud Services in the European Economic Area (**"EEA"**), you usually reside in the EEA, and you are a consumer (that is, your use of the Document Cloud Services is for personal, non-business-related purposes), then we warrant for a period of 2 years from purchase that the Document Cloud Services will provide the functionalities set forth in the applicable documentation (the "**agreed upon functionalities**") when used as directed. Non-substantial variation from the agreed upon functionalities will not establish any warranty rights. **This warranty does not apply to Prerelease Document Cloud Services or to the extent the Document Cloud Services fail to perform because they have been altered by you.** To make a warranty claim, you must notify Adobe Customer Support during this 2-year period, providing details of proof of purchase of the Document Cloud Services. We will verify with you whether there is a defect in the Document Cloud Services or advise you that the error arises because you have not used Document Cloud Services correctly and thereafter assist you. If there is a defect in the Document Cloud Services, you may request a refund from us. Requests must be accompanied by proof of purchase. If your warranty details are substantiated, we will provide you with a refund. For warranty assistance, please contact Adobe Customer Support.

(c) Unless you are a German or Austrian consumer, please note that the provisions of section 10 (Limitation of Liability) will continue to apply to any damages claims you make with respect to your use of the Document Cloud Services. You are advised to take all reasonable measures to avoid and reduce damages, such as making a backup copy of Data. Nonetheless, we will be liable for direct losses that are reasonably foreseeable in the event of our breach of these Terms. With the exception of any mandatory statutory liability, for German or Austrian consumers who obtained the Document Cloud Services in Germany or Austria and usually reside in that country, the following statutory liability applies: (i) we will be liable only up to the amount of damages as typically foreseeable at the time of entering into these Terms with respect to damages caused by a slightly negligent breach of a material contractual obligation; and (ii) we will not be liable for damages caused by a slightly negligent breach of a non-material obligation.