ADOBE PRERELEASE SOFTWARE LICENSE AGREEMENT Adobe Acrobat Services (PDF Services API) Import/Export PDF Form Data API

Last updated June 19, 2024. Replaces all prior versions of the Prerelease Software License Agreement.

This Prerelease Software License Agreement (this "Agreement") is entered into by Adobe and you, the Licensee, and provides restrictions and obligations governing the use of Confidential Information provided to Licensee (capitalized terms defined in section 1 below).

By clicking "Submit" or the call-to-action button at the bottom of the form, you, as the Licensee, agree to these terms and conditions that govern your use of the Prerelease Software. The "Effective Date" of this Agreement is the date Licensee first clicks "Submit" or the call-to-action button at the bottom of the form.

Adobe and Licensee agree as follows:

Definitions.

- 1.1. "Adobe" means Adobe Inc., its affiliates and assigns, a Delaware corporation with its an address of 345 Park Avenue, San Jose, CA 95110-2740 U.S.A. ("Adobe US") and Adobe Systems Software Ireland Limited, 4-6, Riverwalk Drive, Citywest Business Campus, Cooldown Commons, Dublin 24, Ireland ("Adobe Ireland"). If Licensee resides or has principal place of business within North America, then Licensee shares relationship with Adobe US. If Licensee resides or has principal place of business outside of North America, then Licensee shares relationship with Adobe Ireland.
- 1.2. "Account Holder" means a Licensee that creates and controls a Collaboration Space.
- 1.3. "Collaboration Space" means a document, platform, space, library, canvas, or other Adobe collaboration environment.
- 1.4. "Confidential Information" means, whether in written, verbal, graphic, or electronic form, (A) any information Adobe marks as confidential or orally designates as confidential at the time of disclosure; (B) the Prerelease Software, including its existence, features and functionality, trade secrets, source code, and any other associated information, whether or not marked confidential; (C) discussions of potential features, product changes, the existence of any business discussions, negotiations, or agreements in progress between Licensee and Adobe; (D) Evaluation Feedback; (E) opinions stemming from the customer advisory boards organized by Adobe; (F) the Generative Output; (G) the terms and conditions of this Agreement; and (H) any derivative works of the above.
- 1.5. "Evaluation Feedback" means information and materials provided by Licensee to Adobe relating to Licensee's access to, use of, and evaluation of the Prerelease Software and includes Licensee Content and Generative Output, identification of bugs, and suggestions or ideas for improvements or enhancements to the Prerelease Software, along with all associated intellectual property rights.
- 1.6. "Generative Output" has the meaning set forth in section 5.1.
- 1.7. **"Guidelines"** means the generative AI user guidelines provided here: https://www.adobe.com/go/adobe-gen-ai-user-guidelines.
- 1.8. "Input" has the meaning set forth in section 5.2.
- 1.9. "Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights.
- 1.10. "Licensee" means either (A) an individual who accepts this Agreement prior to accessing the Prerelease Software or (B) an enterprise who accepts this Agreement through its authorized representative.
- 1.11. "Licensee Content" means any content or material of any kind that Licensee creates, uploads, or inputs into the Prerelease Software, or generates as part of Licensee's testing of the Prerelease Software that is not Generative Output.
- 1.12. "Personal Information" means any information relating to an identified or identifiable natural person.
- 1.13. "Prerelease Software" means non-public prerelease versions of Adobe's software, services, technologies, including without limitation Adobe Acrobat Services (PDF Services API) Import/Export PDF Form Data API, and any associated materials supplied by Adobe to Licensee including, but not limited to, any development tools, documentation, support materials, sample code, corrections, and updates.

- 1.14. "**Testing Period**" means the time period from when the Prerelease Software is made available to Licensee until the earlier of the date of the first commercial release of the Prerelease Software or a date communicated to Licensee by Adobe.
- **2. Privacy Policy.** For information about how Adobe collects, uses, shares, and stores Personal Information, as well as information about what rights Licensee has, please see the Adobe Privacy Policy at http://www.adobe.com/go/privacy.
- Licenses.
- 3.1. **Evaluation License.** Adobe grants Licensee a limited, nonexclusive, non-transferable, and royalty-free license to use the Prerelease Software during the Testing Period solely for evaluating the Prerelease Software and providing Evaluation Feedback to Adobe.
- 3.2. **Exchange of Information.** Licensee acknowledges that access to and use of the Prerelease Software may require the exchange and storage of information (e.g., electronic documents, data, and user information that may include Personal Information) over the internet or other network connection.
- 3.3. **Sample Content.** If the Prerelease Software is preloaded with photographs, graphics, or other creative content (collectively, "Sample Content"), Adobe grants Licensee a limited, non-transferable license to copy and modify the Sample Content solely in connection with Licensee's use of the Prerelease Software. No distribution or commercial use of the Sample Content is permitted.

4. Requirements and Restrictions.

- 4.1. **Prohibitions.** Licensee's use of the Prerelease Software does not include the right to make any public use of the Prerelease Software or the Generative Output, except as otherwise stated in section 6 (Collaboration Terms). Licensee is expressly prohibited from publicly referencing or sharing the Generative Output or screenshots of the Generative Output. Licensee may not share screenshots of the Prerelease Software user interface or make reference to the name of or existence of the Prerelease Software outside Licensee's participation in the Adobe Prerelease program.
- 4.2. **No AI/ML Training**. Licensee must not, and must not allow third parties to, use any content, data, output or other information received or derived from the Prerelease Software, including any Generative Output, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.
- 4.3. **Usage Tracking.** In exchange for Licensee's use of the Prerelease Software, Licensee agrees that Adobe may collect data, including Personal Information, regarding Licensee's use of the Prerelease Software for Adobe's research, product development, and product improvement purposes, and to personalize Licensee's use of the Prerelease Software. Licensee agrees that Adobe may transfer Licensee's Personal Information across national boundaries and that this information may be stored and processed in any of the countries Adobe and its agents maintain offices. If Licensee does not wish to have Licensee's usage tracked, Licensee must discontinue use of the Prerelease Software by uninstalling or ceasing to use the Prerelease Software.
- 4.4. Analysis of Licensee Content. Licensee agrees that Adobe may analyze Licensee Content and Generative Output through both automated (e.g., machine learning) and manual methods for Adobe's research, product development, and product improvement purposes regardless of whether you have opted-out of content analysis for non-Prerelease Software. If Licensee does not wish to have Licensee's content analyzed, Licensee must discontinue use of the Prerelease Software by uninstalling or ceasing to use the Prerelease Software. More information about machine learning at Adobe can be found here: http://www.adobe.com/go/machine_learning.
- 4.5. **Other Rights.** Except as expressly provided, Adobe does not grant rights to use any software or services other than the Prerelease Software. Licensee acquires no other licenses under any Intellectual Property Rights or other proprietary rights of Adobe. Adobe reserves the right to throttle, limit, disable, suspend, or terminate Licensee's right to use or access the Prerelease Software at any time in our sole discretion.
- 4.6. **No Sublicensing.** Licensee may not sublicense, rent, lease, lend, or grant other rights in the Prerelease Software.
- 4.7. **No Modifications or Reverse Engineering.** Licensee may not reverse engineer, decompile, disassemble or attempt to discover the source code of the Prerelease Software.
- 4.8. **Specific Limitations on Fonts.** If any font listed at: https://www.adobe.com/go/restricted fonts is included with the Prerelease Software, Licensee may not copy,

move, activate, or use (or allow any font management tool to copy, move, activate, or use) any of the listed fonts in or with any software application, program, or file other than the Prerelease Software.

- 4.9. **Auto Subscription to Forum.** Upon participating in a Prerelease Software program, Licensee agrees to be subscribed to that Prerelease Software program's forum which is used to convey information related to the Prerelease Software.
- **5. Generative AI Features.** This section 5 (Generative AI Features) solely applies to Licensee if Adobe provides Licensee access to generative AI features in the Prerelease Software.
- 5.1. **Generating Content.** To use the generative AI features in the Prerelease Software, Licensee may be asked to input a prompt, such as an audio file, video file, document, image, or text ("Input"). The Input will be used to generate an output (such as an image, text effects, audio file, video file, etc.) which will be displayed within the Prerelease Software ("Generative Output"). The generative AI features must be used in accordance with the Guidelines.
- 5.2. **Input.** Licensee is solely responsible for Licensee's Input. Licensee must not submit any Input that (a) includes trademarks or other materials protected by third-party Intellectual Property Rights unless Licensee has valid rights to such materials; (b) is intended to generate Generative Output that is substantially similar to a third party's copyrighted work or is otherwise protected by third-party Intellectual Property Rights, unless Licensee has valid rights to such work; (c) violates applicable law; or (d) violates the Guidelines. Adobe may automatically block certain Input if Adobe believes such Input violates the rights of a third party, applicable law, or this Agreement. While we encourage Licensee not to include Personal Information in Inputs, if Licensee uses the generative AI features in the Prerelease Software to process Personal Information, Licensee must comply with all data protection and privacy laws and regulations applicable to Personal Information Licensee processes in the Prerelease Software, including providing privacy notices and obtaining consent, where required.

5.3. **Generative Output**.

- (A) Licensee's Responsibilities. Licensee is solely responsible for the creation and use of Licensee's Generative Output and for ensuring the Generative Output complies with this Agreement, the Guidelines, and any applicable law; however, Adobe may use automated means to screen and block Generative Output that violates the law, the Guidelines, or this Agreement before the Generative Output is delivered to Licensee. Licensee may not share the Generative Output or otherwise use the Generative Output for any commercial use.
- (B) **Suitability of Generative Output**. Use of our generative AI features may produce Generative Output that is unexpected or unsuitable for some users. Licensee's Generative Output may not be unique and other users of our generative AI features may generate the same or similar Generative Output. Licensee's Generative Output may not be protectible by Intellectual Property Rights.
- 6. Collaboration Terms. If Licensee is invited by an Account Holder to make Licensee Content available in a Collaboration Space, Licensee acknowledges and agrees that the Account Holder is solely responsible for implementing and managing the settings, including editing, access, publication and ownership settings, for all content, including Licensee Content, in the Collaboration Space. The Account Holder may restrict or terminate Licensee's access to the Collaboration Space at any time. If Licensee does not want an Account Holder to control Licensee Content, Licensee should not share Licensee Content in a Collaboration Space. Adobe has no responsibility or liability for any loss, use or misuse of Licensee Content in a Collaboration Space.
- 7. Evaluation Feedback. Licensee agrees to provide Evaluation Feedback to Adobe during the Testing Period. Licensee grants to Adobe a worldwide, irrevocable, royalty-free, fully paid up right and license to use, reproduce, distribute, sublicense, and make derivative works based upon the Evaluation Feedback for research, product development, and product improvement purposes. Licensee represents and warrants that it has all rights necessary to provide the Evaluation Feedback to Adobe. Adobe may communicate with Licensee, but has no obligation to incorporate, use, or otherwise acknowledge any Evaluation Feedback that Licensee provides.
- **8. Monitoring User Activity.** Adobe may monitor Licensee's use of the Prerelease Software, Licensee Content, or Generative Output. Without prior notice to Licensee, Adobe may remove Licensee Content or Generative Output if it violates the terms of this Agreement or any other applicable agreements, any law, or is otherwise objectionable to Adobe.

9. Confidential Information.

9.1. **Non-Disclosure**. Licensee agrees to hold the Confidential Information in strict confidence and not disclose it to any other party. Licensee will treat the Confidential Information with the same degree of care as Licensee treats its own

confidential information, but in no event with less than reasonable care. Licensee's obligations to protect the confidentiality of the Prerelease Software will terminate upon the first generally available commercial release of the Prerelease Software, or when Adobe publicly announces the beta program for the Prerelease Software, whichever occurs first.

- 9.2. **Login Identifiers and Passwords**. Login identifiers and passwords are intended for use by Licensee only and may not be shared with anyone else.
- 9.3. Injunctive Relief. Licensee acknowledges and agrees that, due to the unique nature of Adobe's Confidential Information, there will be no adequate remedy at law for any breach of Licensee's obligations under this Agreement. Any such breach will result in irreparable harm to Adobe and, upon any such breach or any threat thereof, Adobe will be entitled to seek appropriate equitable relief, including, but not limited to, injunction without the posting of a bond in addition to whatever remedies Adobe may have at law. Licensee will notify Adobe in writing immediately upon the occurrence of any such unauthorized release or other breach.

10. No Warranty.

- 10.1. Licensee is aware that the Prerelease Software contains non-production features and may be prone to bugs and stability issues. Adobe provides the Prerelease Software and any Generative Output to Licensee as is, and Adobe disclaims any warranty or liability obligations of any kind to Licensee. Adobe makes no express, implied, or statutory warranty of any kind with respect to the Prerelease Software including, but not limited to, any warranty with regard to performance, merchantability, satisfactory quality, security or privacy of information transmitted to and from the Prerelease Software, availability of the Prerelease Software, noninfringement, or fitness for any particular purpose. In no event will Adobe be liable to Licensee or any other party for any damages, including any lost data, lost profits, lost savings, or other incidental or consequential damages even if Licensee or any company representative has been advised of the possibility of such damages. Licensee bears the entire risk as to the quality and performance of the Prerelease Software. The foregoing exclusions and limitations apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
- 10.2. Adobe has no responsibility or liability for the deletion or accuracy of Licensee's Content, including the failure to store, transmit, or receive transmission of Licensee's Content.
- 11. Term and Termination. This Agreement will commence upon the Effective Date and continue for the duration of the Testing Period unless terminated earlier according to this section. Adobe may terminate this Agreement immediately upon notice. Sections 1 (Definitions), 4.1-4.8 (Requirements and Restrictions), 5.1 (Generating Content), 5.3 (Generative Output), 7 (Evaluation Feedback), 9 (Confidential Information), 10 (No Warranty), 12 (Deletion of Prerelease Software and Confidential Information), and 13 (General) survive any termination or expiration of this Agreement.
- 12. Deletion of Prerelease Software and Confidential information. Licensee must immediately delete or uninstall the Prerelease Software and Confidential Information in its possession upon the earlier of (A) the end of the Testing Period or (B) termination of this Agreement. For avoidance of any doubt, Licensee is not required to delete the Licensee Content.

13. General.

- 13.1. **Governing Law and Venue**. This Agreement is governed by the substantive laws in force: (A) in the State of California if Licensee shares relationship with Adobe US; or (B) in Ireland if Licensee shares relationship with Adobe Ireland. The state and/or federal courts located in Santa Clara County, California, when California law applies, and the courts of Republic of Ireland, when the law of Ireland applies, shall each have exclusive jurisdiction over all disputes relating to this Agreement, and each party consents to such jurisdiction. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 13.2. Assignment; Modification; Entire Agreement; Precedence. Licensee may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Adobe. This Agreement may only be modified by a writing signed by both parties. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all other written and oral agreements and communications relating to the subject matter. In the event of any conflict between this Agreement (or any portion thereof) and any other agreements applicable to the Licensee's use of the Prerelease Software, the terms of this Agreement shall prevail.
- 13.3. **Severability**. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect.

- 13.4. **Headings**. The section headings used in this Agreement are for reference and will not determine the construction or interpretation of this Agreement.
- 13.5. **Trade Controls**. The Prerelease Software is subject to U.S. and international export control laws, restrictions, and regulations. Licensee may not export the Prerelease Software, any part, or any process or service that is the direct product of the Prerelease Software to any country, person, or entity subject to U.S. export restrictions. Licensee represents and warrants that Licensee is not a citizen of, or located in, an embargoed nation or otherwise restricted territory (currently, Cuba, Iran, North Korea, Syria, the Crimea Region of Ukraine, or the so-called Donetsk People's Republic or the Luhansk People's Republic).
- 13.6. **Notice to Government End Users**. The Prerelease Software and any documentation or derivatives thereof provided under this Agreement are "**Commercial Items**," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. If you are a U.S. Government agency or instrumentality or if you are providing all or any part of the Prerelease Software or any documentation or derivatives thereof to the U.S. Government, such use, duplication, reproduction, release, modification, disclosure or transfer of these Commercial Items, are restricted in accordance with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-2, and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.213, 48 C.F.R. § 12.214, 48 C.F.R. § 227.7102-1 through 48 C.F.R. § 227.7102-3, and 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable. The Prerelease Software is licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other users pursuant to this Agreement and any related agreement(s), as applicable. Accordingly, you will have no rights in the Prerelease Software except as expressly agreed to in writing by you and Adobe.