



EXHIBIT FOR PROFESSIONAL SERVICES (2013v3)

1. LICENSE TO DELIVERABLES

- 1.1 Without limiting or modifying any license granted to Customer for the OnPremise Software or OnDemand Services, Adobe grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the materials developed and provided to Customer by Adobe in performing the Professional Services (“**Deliverables**”) solely for Customer’s direct beneficial business purposes.
- 1.2 Adobe retains all rights, title and interest (including intellectual property rights) in and to the Deliverables. To the extent that Customer participates in the creation or modification of any Adobe Technology or Deliverables, Customer waives and assigns to Adobe all rights, title and interest (including intellectual property rights) in the Adobe Technology or Deliverables. Adobe is free to use the residuals of Confidential Information for any purpose, where “residuals” means that Confidential Information disclosed in non-tangible form that may be retained in the memories of representatives of Adobe.

2. EMPLOYMENT TAXES AND OBLIGATIONS

Adobe is responsible for all taxes and any employment obligations arising from its employment of personnel and contractors to perform the Professional Services.

3. WARRANTY

Adobe warrants for 30 days from performance of the Professional Service (“**Warranty Period**”) that the Professional Service is performed in a professional and workmanlike manner. Customer must notify Adobe in writing of any breach of this warranty during the Warranty Period. To the extent permitted by law, Customer’s sole remedy for breach of this warranty will be re-performance of the relevant Professional Service.

4. PRIVACY; SENSITIVE DATA

Adobe structures its Professional Services to avoid the transmission to Adobe of information that is regulated by applicable privacy or data protection laws (“**Protected Data**”) (for example, by using “dummy data” when configuring or testing solutions). Adobe does not wish to receive Protected Data. Accordingly, Customer must not transmit Protected Data to Adobe, unless the Parties have agreed in writing on terms specifying that Adobe has agreed to receive Protected Data and detailing the protocol for the transmission and processing of the Protected Data.

5. USE OF SUBCONTRACTORS

Customer agrees that Adobe may use subcontractors in the performance of the Professional Services. Where Adobe subcontracts any of its obligations concerning the Professional Services, Adobe will not be relieved of its obligations to Customer under this Agreement.