ADOBE PDM – Adobe EchoSign (2013v3)

The Services described in this PDM are governed by the General Terms, the Exhibit for OnDemand Services, this PDM, and the applicable Sales Order. As used in this PDM, OnDemand Service means EchoSign, which is an automated electronic signature and web contracting solution.

1. **Additional Definitions**

    1.1 "**Audit Log**" means certain information recorded by Adobe regarding the signing workflow of a particular Electronic Document processed using the EchoSign Service, including without limitation: (i) date and time; (ii) when the Electronic Document was created; (iii) when the Electronic Document was made available or sent for electronic signature or wet ink signature via PDF or facsimile; (iv) when each End User either signed the Electronic Document, declined to sign the Electronic Document or delegated the signing of an Electronic Document to another user; and (v) the End User's geographic location as determined by his browser or device (if supported by the browser or device).

    1.2 "**Electronic Document**" means the Electronic Document (agreement, contract, invoice, etc.) regardless of content in electronic or digital form, uploaded into the EchoSign Service for purposes of review, acceptance, signing, approval, transmission, or delegation to a third party.

    1.3 "**EchoSign Service**" means the OnDemand Service hosted by Adobe enabling individual and corporate users to electronically sign and manage Electronic Documents. The EchoSign Service may be expanded to include: (i) EchoSign APIs enabling additional functionality; (ii) integration of third-party services (CRM systems); and (iii) advanced authentication and identity verification services allowing customers to verify the identity of Parties accessing the Electronic Document.

    1.4 "**Electronic Signature**" means the signature capability of the EchoSign Service, defined to include an electronic sound, symbol, or process attached to or logically associated with an Electronic Document and executed or adopted by a person with the intent to sign the Electronic Document.

    1.5 "**End User**" means any individual using the EchoSign Service under Customer's account (such as Customer's employees, representatives or its own customers, and other authorized users) as well as any individual or company that electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party enabling use of the EchoSign Service.

2. **Use and Consent**. Customer intends to use the EchoSign Service for its business purposes. Customer agrees that the use of electronic signatures is governed by the laws, policies and regulations of individual countries, regions and industries. In the event of a dispute where the law is unclear as to the treatment of electronic signatures, the Parties agree the United States Electronic Signatures in Global and National Commerce Act ("**ESIGN**") controls.

3. **Transition Assistance**. Adobe will use commercially reasonable efforts to assist Customer in transitioning Customer Content out of the EchoSign Service (assuming all amounts owed by Customer for its use of the EchoSign Service have been paid to Adobe). Such transition must: (i) be completed before the termination of this Agreement; and (ii) not exceed any transition limits imposed by Adobe. Adobe reserves the right to delete any data files associated with Customer Content, Customer Data, Personal Data, or Customer's use of the EchoSign Service upon termination of this Agreement.

4. **Customer - Privacy and Security**. Customer is responsible for compliance with U.S. and foreign privacy, security, data protection, and marketing laws, regulations, and guidelines that apply to its use of the EchoSign Service (collectively, "**Privacy Laws**"), including without limitation, providing any necessary disclosures to End Users and obtaining any consent necessary for Adobe to provide the EchoSign Service to End Users on behalf of Customer. Customer is responsible for the appropriate configuration and use of security features offered within the EchoSign Service necessary to meet its obligations under Privacy Laws. Customer is responsible for the security of Electronic Documents that are emailed to Customer and End Users from the EchoSign Service, downloaded from the EchoSign Service, or which are automatically transferred to a non-EchoSign system via third party integration. Customer represents and warrants it will not use the EchoSign Service to collect, process, or store government identification

numbers (such as Social Security numbers and driver's license numbers), bank account information, credit or debit card information, personal information pertaining to minors, or health or medical information (including, without limitation, 'Protected Health Information' as defined in the Health Insurance Portability and Accountability Act of 1996). Customer is liable for damages arising out of unauthorized access to Customer's account or to Customer Data or Customer Content if such access arises out of Customer's failure to follow secure password composition, management, and protection practices for its EchoSign Service account. Audit Logs may be retained indefinitely by Adobe. Adobe may embed an Audit Log into the applicable Electronic Document and make available an Audit Log to each party to an Electronic Document. Customer is responsible for compliance regarding the applicability or enforcement of any law or regulation as they apply to using the EchoSign Service, such responsibility extending to any advice, counsel or recommendation to any third party including End Users.

5. **Adobe – Privacy and Security**. Adobe will maintain commercially reasonable administrative, physical, and technical safeguards to help protect the security, confidentiality, and integrity of Customer Data. Adobe's collection and use of information in connection the EchoSign Service is governed by the Adobe Privacy Policy (www.adobe.com/privacy/policy.html) and the Adobe EchoSign Privacy page (www.adobe.com/privacy/echosign.html), which are hereby incorporated into this Agreement and to which terms both Parties agree.

6. **Warranties**. Customer warrants and represents that: (i) it will use EchoSign Service in such a manner as not to cause Adobe to be in violation of any applicable law, regulation or policy; (ii) it will not submit or enable the submission of electronic data or content which is false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, harmful to minors, or is racially, ethnically, or otherwise objectionable; harassing, defamatory, libelous, abusive, threatening, obscene, coercive or objectionable, including material that is false, misleading or inaccurate; (iii) it will not resell (unless separately agreed in writing) the EchoSign Service; (iv) introduce into the EchoSign Service (regardless of intent) a malicious program, virus, worm, Trojan horse, script or other code that might disrupt, disable, harm, erase memory, infect data, or otherwise impede the operation, features, or functionality of any software, firmware, hardware, wireless device, computer system or network, including traps, time bombs, or other code that would disable any software; and (v) it agrees to maintain all security regarding account ID, passwords and connectivity as it relates to the EchoSign Service.

7. **Legal Counsel**. CUSTOMER WILL SOLELY RELY ON ITS OWN LEGAL COUNSEL AND DETERMINATIONS AS TO THE USE AND VIABILITY OF ELECTRONIC SIGNATURES IN A PARTICULAR COUNTRY AND/OR FOR A PARTICULAR PRODUCT OR SERVICE; AND WILL ENSURE ITS USE OF THE ECHOSIGN SERVICE CONFORMS AND COMPLIES WITH ALL LAWS, REGULATIONS AND POLICIES RELEVANT TO A PARTICULAR COUNTRY AND/OR FOR A PARTICULAR PRODUCT OR ECHOSIGN SERVICE.