



## MINIMUM TERMS (2024v1)

### 1. MINIMUM TERMS

A reference to “Minimum Terms” means:

- 1.1 These Minimum Terms; and
- 1.2 The applicable Product Specific Licensing Terms, where references to “Adobe” will mean Partner, except when relating to (a) the proprietary nature of Adobe’s Products and Services, and (b) Adobe’s servers or data processing role.

Unless specifically noted in these Minimum Terms, in the event of an inconsistency, the applicable Product Specific Licensing Terms will prevail to the extent of the inconsistency over these Minimum Terms.

### 2. DEFINITIONS

- 2.1 “**Adobe**” means Partner’s third-party provider of the Products and Services.
- 2.2 “**Adobe Technology**” means technology owned by Adobe or licensed to Adobe by a third-party (including the Products and Services, Reports, software tools, algorithms, software (in source and object forms), user interface designs, architecture, toolkits, plug-ins, objects and Documentation, network designs, processes, know-how, methodologies, trade secrets, and any related intellectual property rights throughout the world), and feedback made to Adobe that is incorporated into any of the foregoing (which Partner hereby irrevocably assigns to Adobe), as well as any of the modifications, or extensions of the above, whenever or wherever developed.
- 2.3 “**Cloud Services**” means the On-Demand and Managed Services.
- 2.4 “**Computer**” means a virtual or physical device for storing or processing data, such as servers, desktop computers, laptops, mobile devices, and hardware products. Where a device contains more than one virtual environment (including virtual machines and virtual processors), each virtual environment will be counted as a separate Computer.
- 2.5 “**Customer**” means the end user entity identified as “Customer” or otherwise similarly identified in the Customer Order placed with Partner for Products and Services.
- 2.6 “**Customer Data**” means (1) any information or (2) any material, such as audio, video, text, or images that is imported into the Cloud Services by or on behalf of Customer, from Customer’s internal data stores, or other third-party data providers, or is collected via the Distributed Code, in connection with Customer’s use of the Products and Services. “Customer Data” includes “Customer Content” if referenced in these Minimum Terms.
- 2.7 “**Customer Order**” means the order for Products and Services placed by Customer with Partner.
- 2.8 “**Customer Site**” means any current or future website or application that is owned and operated by Customer, or is hosted or operated by a third-party, by Partner, or by Partner’s third-party provider, in any such case on Customer’s behalf, and that contains a privacy policy or terms of use governing data collection practices that Customer controls.
- 2.9 “**Distributed Code**” means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by Adobe for Customer to deploy and as required for use of the applicable Cloud Services.
- 2.10 “**Documentation**” means the applicable technical specification and usage documentation for the Products and Services as such materials are made generally available on [www.adobe.com](http://www.adobe.com), and in which references to “Adobe” will mean Partner (except when relating to **(a)** the proprietary nature

of Adobe's Products and Services, and **(b)** Adobe's servers or data processing role). "Documentation" does not include content posted to <https://www.adobe.com>, content published in user forums hosted or moderated by Adobe, content related to any future functionality, or communications exchanged between Adobe or Partner and Customer, unless such communications are specifically referenced the applicable Customer Order.

- 2.11 **"Effective Date"** means the effective date stated in the Customer Order.
  - 2.12 **"License Term"** means the earlier of the duration of the license for Products and Services, as stated in the Customer Order, or any shorter term arising from a termination or expiration of these Minimum Terms.
  - 2.13 **"Managed Services"** means the technology services hosted by or on behalf of Adobe and provided to Customer as a dedicated instance, as set out in the Customer Order.
  - 2.14 **"On-demand Services"** means the technology services hosted by or on behalf of Adobe and provided to Customer as a shared instance, as set out in the Customer Order.
  - 2.15 **"On-premise Software"** means the Adobe software that is deployed by or on behalf of Customer on hardware designated by Customer, as set out in the Customer Order.
  - 2.16 **"Partner"** means the entity that has been contractually authorized by Adobe to provide Products and Services to Customer.
  - 2.17 **"Products and Services"** means the On-premise Software, Cloud Services, or Professional Services as set out in the Customer Order.
  - 2.18 **"Product Specific Licensing Terms"** or **"PSLT"** means the Product Specific Licensing Terms document that describes the additional licensing terms for specific Products and Services.
  - 2.19 **"Professional Services"** means any consulting, training, implementation, or technical services provided by Partner to Customer, as set out in the Customer Order.
  - 2.20 **"Report"** means any graphical or numerical display of Customer Data that contains Adobe's proprietary design, look and feel, and is generated by the Cloud Services.
  - 2.21 **"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.
  - 2.22 **"User"** means an individual (either an employee or temporary worker of Customer) who may use or access the Products and Services on behalf of Customer.
3. **DELIVERY.** On-premise Software is deemed to be delivered and accepted by Customer on the earlier of the date the On-premise Software is made available for electronic download or, physical shipment, if applicable. Cloud Services are deemed to be delivered and accepted by Customer on the License Term start date. In the event Customer is given access to the Products and Services prior to the License Term start date, such access is granted solely for implementation and testing purposes.
4. **LICENSE AND RESTRICTIONS**
- 4.1 **License Grant for Cloud Services.** Subject to the terms and conditions of these Minimum Terms, Partner grants Customer for its direct beneficial business purposes, during the License Term, a non-

transferable, non-exclusive license to:

- (A) permit Users to access the Cloud Services, and where applicable, Reports, through the applicable interfaces;
- (B) install, implement, and use the Distributed Code on Customer Sites;
- (C) develop and test Customer Customizations (as that term is defined in the applicable PSLT) to evaluate potential configurations of the Cloud Services; and
- (D) use the On-demand Services and Managed Services in accordance with the Documentation.

Unless otherwise specifically limited in the Customer Order, user login IDs and passwords will be provided to Customer in a quantity mutually agreed upon by Customer and Adobe.

4.2 **License Grant for On-premise Software.** Subject to the terms and conditions of these Minimum Terms, Partner grants Customer for its direct beneficial business purposes, during the License Term, a non-exclusive, non-transferable, non-sublicensable license to:

- (A) install and use the On-premise Software in accordance with the Documentation on Computers, for the platforms and quantities set out in the Customer Order; and
- (B) make a reasonable number of copies of the On-premise Software for archival purposes and install and use the copies only when the primary copy has failed or is destroyed. Customer may also install copies of the On-premise Software in a disaster recovery environment, on a cold backup basis, for use solely in disaster recovery, and not for production, development, evaluation, or testing. For purposes of the prior sentence, cold backup basis means that the backup copies are completely disconnected from any use environment and not receiving automatic data updates, and those backup copies require a manual activation process to pick up the use environment load during the failure of the primary copies.

4.3 **License Conditions.** Except to the extent expressly permitted under these Minimum Terms, Customer agrees as a condition of the licenses that it must not:

- (A) use the Products and Services in **(1)** violation of any applicable law or regulation, or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, publicity or intellectual property laws); or **(2)** a manner that would cause a material risk to the security or operations of Adobe or any of its customers, or to the continued normal operation of other Adobe customers;
- (B) copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license the Products and Services;
- (C) offer, use, or permit the use of the Products and Services in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third-party;
- (D) attempt to interact with the operating system underlying the Cloud Services, or modify, create derivative works of, adapt, translate, reverse engineer (including monitoring or accessing the inputs and output flowing through a system or an application), decompile, or otherwise attempt to discover within any Adobe Technology, the source code, data representations, or underlying algorithms, processes and methods. This restriction will not apply to the extent it limits any non-waivable right Customer may enjoy under applicable law;
- (E) remove, obscure, or alter any proprietary notices associated with the Products and Services (including any notices in Reports);
- (F) use any software components, modules, or other services that may be delivered with the Products and Services, but which are not licensed to Customer and identified in the Customer Order; or

- (G) decouple any components of the On-premise Software for use on different Computers as the On- premise Software is designed and provided to Customer for use as a single product; or
- (H) share its login IDs and passwords or allow use of the same login ID simultaneously by two or more Users, and Customer is responsible for unauthorized access to its login IDs.

Partner and its licensors reserve all other rights not expressly granted in these Minimum Terms.

- 4.4 **Third-Party Providers.** Customer is responsible for complying with any applicable terms and conditions of any third-party data, products, services and platforms used by Customer in conjunction with the Products and Services. Customer acknowledges that at Customer’s request, Adobe may send Customer Data to such third-party providers.
- 4.5 **Regional Service Limitations.** Unless use in a Restricted Country is specifically authorized in the Customer Order, or the Products and Services are part of the Limited Subset of On-demand Services listed by Adobe at <https://www.adobe.com/legal/terms/enterprise-licensing/rsl-ww.html> or other similar country-specific licensing terms document (incorporated herein by reference), Customer is not permitted to use or allow its Users to use the Cloud Services in any Restricted Country.
- 4.6 **“Restricted Country”** means mainland China, Russia, and any other country where access or usage is restricted by local laws.
- 4.7 **Free Versions.** Adobe may provide, at no additional cost, access to Adobe software or services hosted by or on behalf of Adobe and provided to Customer as a shared instance (“Free Versions”). At its option, Customer may use the Free Versions, subject to the terms of these Minimum Terms. Notwithstanding the foregoing, the Free Versions will be provided to Customer on an “AS-IS” basis, without warranty, and is not Indemnified Technology.

## 5. THIRD-PARTY ACCESS

- 5.1 **Outsourcing and Third-Party Access.** Customer may allow a third-party contractor to operate, use or access the Products and Services solely on Customer’s behalf, provided such use or access is only for Customer’s direct beneficial business purposes. Customer is responsible for ensuring that any third-party operating, using or accessing the Products and Services on Customer’s behalf complies with the terms of these Minimum Terms and Partner, or Partner’s third-party provider of Products and Services, has the right to enforce these Minimum Terms directly against such person or entity. Customer is responsible for and liable for the acts or omissions of such third-party as if they were Customer’s acts or omissions.

## 6. CUSTOMER DATA

- 6.1 **Ownership.** Customer owns (or where applicable, must ensure it has a valid license to) the Customer Data, subject to Adobe’s rights under these Minimum Terms.
- 6.2 **Permitted Use.** Customer agrees that Partner, Partner’s third party providers, and their respective affiliates may use, copy, transmit, sub-license, aggregate, model, index, store and display Customer Data for one or more of the following: (1) to perform its obligations under these Minimum Terms ; (2) for product improvement and development; (3) to publish and distribute any anonymized information (i.e. information where neither Customer nor its site visitors are capable of being identified, which may be aggregated with other customers’ anonymous information) or (4) to enforce its rights under these Minimum Terms.
- 6.3 **Responsibility.**

- (A) Customer will conspicuously display a privacy policy that identifies, describes, and discloses the collection, use and sharing of information gathered in connection with the Products and Services, including types of data collected, and which offers an opportunity to opt out of (or opt-in if applicable law requires) the collection, use and sharing of data gathered in connection with the Products and Services.
  - (B) Customer retains complete control over the installation and configuration of Distributed Code, and all Customer Sites and Customer Data. In connection with Customer's use of the Products and Services (including Customer Sites used with the Cloud Services and collection and use of all Customer Data), Customer must comply with its privacy policy and all applicable laws and regulations. Customer is responsible for ensuring that all Customer Sites used with the Cloud Services and all Customer Data comply with all applicable laws and regulations. Customer will take reasonable steps to identify and promptly remove any Customer Data that violates the requirements of section 4.3(A) ("**Unlawful Content**"), in accordance with applicable laws and regulations. If there is Unlawful Content, Adobe may suspend services and remove the Unlawful Content.
  - (C) **Sensitive Personal Data.** Unless specifically agreed to by Partner or Partner's third-party provider(s) in writing, Customer agrees not to collect, process, or store any Sensitive Personal Data using the Cloud Services or otherwise make available Sensitive Personal Data to Partner or Partner's third-party providers.
  - (D) **Professional Services.** For Professional Services, Customer will not provide access to Customer Data unless Partner and Partner's third-party providers specifically agree in writing.
- 6.4 **Consumer Generated Content.** If content generated by consumers of Customer is uploaded to Adobe's Cloud Services, the following terms apply:
- (A) Adobe does not review all content uploaded to Adobe Cloud Services, but Adobe 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
  - (B) Adobe may access or disclose information about Customer, its consumers, or Customer's use of the Cloud Services when it is required by law or regulation (such as when Adobe receives a valid subpoena or search warrant).
- 6.5 **Data Retention.** With respect to On-demand Services, Customer Data may be permanently deleted 25 months from the date of its collection or receipt, unless specified otherwise in the respective PSLT.
- 6.6 **Usage Information.** Partner and Partner's third-party provider(s) may develop, modify, improve, support, customize and operate its products and services based on information that Partner and Partner's third-party provider(s) collects on User's interactions with the Products and Services. Such information does not include any Customer Data.

## 7. LICENSE COMPLIANCE

- 7.1 For On-premise Software and Cloud Services deployed within an Adobe admin console, both Adobe and Customer have access to data regarding usage (which depending on the relevant Product and Service, may include number of Users, marketing contacts, API calls, profiles, data limited, etc.) recorded by this console.
- 7.2 Adobe or Partner will have the right, no more than once every 12 months, to use other means to verify that Customer's use, installation, and deployment of the Products and Services (or other Adobe Technology used in conjunction with the Products and Services) comply with the terms of these Minimum Terms. For On-premise and Cloud Services, the verification will require Customer to provide within 30 days of request (A) raw data from a software asset management tool of all On-premise Software and Distributed Code installed or deployed by or on behalf of Customer; (B) all valid payment

documentation for the On-premise Software and Cloud Services; and (C) any information reasonably requested by Adobe to determine Customer's use of the On-premise Software and Cloud Services.

- 7.3 If the verification provided in accordance with section 7.2 above is not sufficient to demonstrate Customer's compliance with the Agreement, Adobe or Partner may conduct an onsite audit at Customer's relevant places of business upon 14 days' prior notice, during regular business hours, and will not unreasonably interfere with Customer's business activities. Such verification may be conducted by an appointed independent third party.
- 7.4 If any verification shows Customer is using the Products and Services (or other Adobe Technology used in conjunction with the Products and Services): (A) beyond the quantity that was legitimately licensed; or (B) in non-compliance with this Agreement, so that additional fees apply, without limiting Adobe's or Partner's rights at law or in equity, Partner will invoice Customer accordingly and Customer must pay the additional fees within 30 days of invoice date. If use, deployment, or installation exceeds 5% of that which is permitted under this Agreement, Customer must pay the reasonable costs of conducting the verification, in addition to paying the additional fees. Any information shared between the Parties during such verification is considered Confidential Information.

## 8. PROFESSIONAL SERVICES

### 8.1 License to Deliverables.

- (A) Without limiting or modifying any license granted to Customer for the Cloud Services, Partner grants Customer a non-exclusive, non-sublicensable, and non-transferable license to use the materials developed and provided to Customer by Partner in performing the Professional Services ("**Deliverables**") solely in connection with use of the Products and Services for Customer's direct beneficial business purposes during the License Term.
- (B) Partner and its third-party providers retain 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 irrevocably assigns to Partner and Partner's third-party providers all right, title and interest (including intellectual property rights) in the Adobe Technology or Deliverables. Partner and its third-party providers are 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 Partner and its third-party providers.

8.2 **Employment Taxes and Obligations.** As between Partner and Customer, Partner is responsible for all taxes and any employment obligations arising from its employment of personnel and contractors to perform the Professional Services.

8.3 **Warranty.** Partner warrants the Professional Services will be performed in a professional and workmanlike manner. Customer must notify Partner in writing of any breach of this warranty within 30 days of performance of such Professional Services. To the extent permitted by law, Customer's sole and exclusive remedy for breach of this warranty and Partner's sole liability under or in connection with this warranty will be re-performance of the relevant Professional Services.

8.4 **Use of Subcontractors.** Customer agrees that Partner and its third-party providers may use subcontractors in the performance of the Professional Services. Where Partner or its third-party providers subcontracts any of its obligations concerning the Professional Services, Partner will not be relieved of its obligations to Customer under these Minimum Terms.

## 9. TERM AND TERMINATION

9.1 **Term.** These Minimum Terms apply to each of the Products and Services from the effective date of the Customer Order until the expiration of the applicable License Term or the term for Professional Services, unless terminated earlier under these Minimum Terms. If Customer commits a material

breach of these Minimum Terms, Partner may give written notice describing the nature and basis of the breach to Customer. If the breach is not cured within 30 days of the notice date, Partner may immediately terminate the Customer Order, in whole or in part. Partner may terminate the Customer Order, in whole or in part, immediately upon written notice to Customer, if required by law, or if Customer breaches Section 4.3(D) of these Minimum Terms.

9.2 **Effect of Termination or Expiration.** Upon termination or expiration of these Minimum Terms or any License Term for the Products and Services:

- (1) the licenses and associated rights to the Products and Services will immediately terminate; and
- (2) Customer must, at its expense: (a) remove and delete all copies of the On-premise Software and Distributed Code; and (b) remove all references and links to the Cloud Services from the Customer Sites. Some or all of the Products and Services may cease to operate without prior notice upon expiration or termination of the License Term; and
- (3) Customer Data stored within the On-demand Services will be available to Customer for 30 days after the termination or expiration in the same format then available within the reporting interface(s).

Customer will be liable for any fees for any Cloud Services that are still in use or which remain active after termination or expiration of these Minimum Terms. These fees will be invoiced to Customer at the rate set out in the Customer Order.

If Partner or one of Partner's licensors reasonably determines that Customer's deployment or use of the Cloud Services is causing a material risk to the security or business operations of Adobe or any of its customers or to the continued normal operation of other Adobe customers (each a "Deployment Risk"), then Partner and/or any of Partner's licensors may, at any time, upon written notice to Customer: immediately suspend Customer's access, in whole or in part, to the Cloud Services causing the Deployment Risk, until such Deployment Risk is resolved; or as a final option, where Adobe has first used all commercially reasonable efforts to mitigate the Deployment Risk, terminate the affected Cloud Services.

9.3 **Survival.** The termination or expiration of these Minimum Terms will not affect any provisions of these Minimum Terms which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, payment obligations, confidentiality, term and termination, effect of termination, intellectual property ownership, permitted use, license compliance, privacy, usage information, and the "General Provisions" section in these Minimum Terms.

## 10. GENERAL PROVISIONS

- 10.1 **Customer Order.** Any terms or conditions in the Customer Order or any other related documentation submitted by or on behalf of Customer to Partner do not form part of these Minimum Terms and are void.
- 10.2 **Assignment.** Customer may not assign its rights under these Minimum Terms without the prior written consent of Adobe if the assignment expands the scope of the licenses granted.
- 10.3 **U.S. Government Licensing.** For US Government end users: Customer acknowledges that Products and Services are "Commercial Product(s)," and "Commercial Services" as those terms are 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. Customer agrees, 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 Products and Services; 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.