



Product Description and Metrics

Adobe Document Cloud (2015v1)

The Products and Services described in this PDM are subject to the General Terms, the Exhibit for On-demand Services and Managed Services, the Exhibit for On-premise Software, this PDM, and the applicable sales order. As used in this PDM, “On-premise Software” means the software that are included as part of the Document Cloud. “On-demand Services” means the technology services that are offered as part of the Document Cloud, such as features enabling Customer to create, convert and manage PDF files. The On-demand Service may also include electronic signature service, enabling Customer to electronically send, sign, track and manage Electronic Documents.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE

1. Term-Based License. For term-based licenses of On-premise Software, the terms of the Exhibit for On-premise Software will govern Customer’s use of such On-premise Software, subject to the following additional terms:

1.1 Dual Boot Platform. If Customer has only purchased the On-premise Software for use only on a specific operating system, then Customer must purchase a separate license for use of the On-premise Software on 2 operating systems. For example, if Customer purchased On-premise Software for Windows, then Customer must purchase On-premise Software for Mac if Customer wants to install the On-premise Software on both the Mac OS and Windows operating system platforms on a Computer that runs both of those platforms (i.e., a dual boot machine).

1.2 Distribution from a Server. Customer may copy an image of the On-premise Software onto a Computer file server within Customer’s Intranet (“**Server**”) for the purpose of downloading and installing the On-premise Software onto Computers within the same Intranet.

1.3 Server Use.

(A) Except as otherwise permitted in the Sales Order, Customer may not install the On-premise Software on a Server. If permitted in the Sales Order, then Customer may install the On-premise Software on a Server for the purpose of allowing an individual from a Computer within the same Intranet (“**Network User**”) to access and use the On-premise Software. If expressly permitted by Adobe, “Intranet” may include web hosting services with dedicated physical server space and restricted access to Customer only. The Network User who has access to or may use such On-premise Software on the Server is referred to as “**Server Software User**”. Neither the total number of Server Software Users (not the concurrent number of users) nor the total number of Computers capable of accessing the On-premise Software installed on the Server may exceed the license quantity. By way of example, if Customer has purchased 10 On-premise Software licenses (license quantity is 10) and Customer elects to install the On-premise Software on a Server, then Customer can only allow up to 10 Server Software Users access to the On-premise Software (even though Customer may have more than 10 Network Users or fewer than 10 concurrent users of the On-premise Software).

(B) For clarification and without limitation, the foregoing does not permit Customer to install or access (either directly or through commands, data, or instructions) the On-premise Software:

- (1) from or to a Computer not part of Customer’s Intranet;
- (2) for enabling web hosted workgroups or web hosted services available to the public;
- (3) by any individual or entity to use, download, copy, or otherwise benefit from the functionality of the On-premise Software unless licensed to do so by Adobe;

- (4) as a component of a system, workflow or service accessible by more than the permitted number of users; or
- (5) for operations not initiated by an individual user (e.g., automated server processing).

1.4 **License for Non-Serialized On-premise Software (such as evaluation or pre-release version).** The On-premise Software may be non-serialized (i.e. the Software may allow installation and use without input of a serial number during the License Term). If so, Customer may only install such non-serialized On-premise Software on any number of computers as part of an organizational deployment plan (e.g., IT team including certain software in the ghost image when formatting and configuring computers in a department) during the License Term. Further, Customer may install and use such non-serialized On-premise Software for demonstration, evaluation, and training purposes only and only if any output files or other materials produced through such use are used only for internal, non-commercial and non-production purposes. **The non-serialized On-premise Software is provided AS-IS. Access to and use of any output files created with such non-serialized On-premise Software is entirely at Customer's own risk.**

2. **Membership-Based License.** This Section applies to On-premise Software provided to Customer as part of the membership for Document Cloud ("**Membership**"):

2.1 **Software License Included in the Membership.** If Customer has purchased a membership to use the On-premise Software, then subject to Customer's compliance with this Agreement, Adobe grants Customer a non-exclusive license to install and use the On-premise Software: (a) so long as Customer's membership is valid, and (b) so long as such use is consistent with this Agreement.

2.2 **Availability.** Adobe may change the type of On-premise Software (such as specific products, components, versions, platforms, languages, etc.) included in the Membership at any time without liability to Customer. Customer may not enable or allow others to use the On-premise Software under Customer's Adobe ID.

3. **Activation and Update.** Customer may activate the On-premise Software on up to 2 Computers within Customer's direct control for Customer's exclusive use for the benefit and business of Customer, provided that these activations are associated with the same user identity. However, Customer may not use the On-premise Software on these 2 Computers simultaneously. If Customer licenses the On-Premise Software on a per Computer basis, then Customer may install the On-Premise Software on only 1 Computer. The On-Premise Software may automatically download and install updates from time to time from Adobe. These updates may take the form of bug fixes, new features, or new versions. Customer agrees to receive such dates from Adobe as part of Customer's use of the On-Premise Software.

4. **Content Files.** Unless stated otherwise in the Sales Order or specific license associated with the content files (e.g., stock photos, graphics) included with the On-premise Software, Customer may use, display, modify, reproduce, and distribute any of the Content Files. However, Customer may not distribute such content files on a stand-alone basis (i.e., in circumstances in which the content files constitute the primary value of the product being distributed), and Customer must not claim any trademark rights in the content files or derivative works thereof.

5. **Educational Institution.** If the On-premise Software includes Creative Cloud for Enterprise and if Customer is an educational institution, then Customer agrees not to allow children under age of 13 to use or access any services included with Creative Cloud for Enterprise. Customer is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to, obtaining parental consent concerning collection of students' personal information used in connection with the provisioning and use of the services by the Customer and its end users.

6. **Font Software.** As applies to fonts in the On-premise Software:

6.1 Customer may take a copy of the font(s) Customer has used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process

Customer's file, provided such service bureau has a valid license to use that particular font software.

- 6.2 Customer may embed copies of the font software into its electronic documents for the purpose of printing, viewing, and editing the document. No other embedding rights are implied or permitted under this license.
 - 6.3 As an exception to the above, the fonts listed at http://www.adobe.com/go/restricted_fonts are included with the On-premise Software only for purposes of operation of the On-premise Software user interface and not for inclusion within any Output Files. Such listed fonts are not licensed under this Section 7. Customer agrees that it will not copy, move, activate or use, or allow any font management tool to copy, move, activate or use, such listed fonts in or with any software application, program, or file other than the On-premise Software.
 - 6.4 Open-Source Fonts. Some fonts distributed by Adobe with the On-premise Software may be open-source fonts. Customer's use of these open-source fonts will be governed by the applicable license terms available at <http://www.adobe.com/products/type/font-licensing/end-user-licensing-agreements.html>.
- 7. Acrobat.** If the On-premise Software includes Acrobat Standard, Acrobat Pro, Acrobat Suite, or certain features within the above software:
- 7.1 The On-premise Software may include enabling technology that allows Customer to enable PDF documents with certain features through the use of a digital credential located within the On-premise Software ("**Key**"). Customer agrees not to access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose.
 - 7.2 Digital Certificates. Digital certificates may be issued by third party certificate authorities, including Adobe Certified Document Services vendors, Adobe Approved Trust List vendors (collectively "**Certificate Authorities**"), or can be self-signed. Purchase, use, and reliance upon digital certificates are the responsibility of Customer and Certificate Authority. CUSTOMER IS SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON A CERTIFICATE. UNLESS A SEPARATE WRITTEN WARRANTY IS PROVIDED TO CUSTOMER BY A CERTIFICATE AUTHORITY, CUSTOMER'S USE OF DIGITAL CERTIFICATES IS AT ITS SOLE RISK. Customer agrees to hold Adobe harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys' fees) arising out of or relating to Customer's use of, or any reliance on, any digital certificate or Certificate Authority.
- 8. Adobe Runtime.** If the On-premise Software includes Adobe AIR, Adobe Flash Player, Shockwave Player, or Authorware Player (collectively "**Adobe Runtime**"):
- 8.1 Adobe Runtime Restrictions. Customer must not use Adobe Runtime on any non-PC device or with any embedded or device version of any operating system. For the avoidance of doubt, and by example only, Customer may not use Adobe Runtime on any (a) mobile device, set top box, handheld, phone, game console, TV, DVD player, media center (other than with Windows XP Media Center Edition and its successors), electronic billboard or other digital signage, Internet appliance or other Internet-connected device, PDA, medical device, ATM, telematic device, gaming machine, home automation system, kiosk, remote control device, or any other consumer electronics device; (b) operator-based mobile, cable, satellite, or television system; or (c) other closed system device. Additional information on licensing Adobe Runtime is available at <http://www.adobe.com/go/licensing>.
 - 8.2 Adobe Runtime Distribution. Customer must not distribute an Adobe Runtime except as a fully integrated portion of a developer application that is created using the On-premise Software, including the utilities provided with the On-premise Software, for example as part of an application that is packaged to run on the Apple iOS or Android™ operating systems. Distribution of the resulting Output File or developer application on a non-PC device requires Customer to

obtain licenses which may be subject to additional royalties. It is solely Customer's responsibility to obtain licenses for non-PC devices and pay applicable royalties; Adobe grants no license to any third party technologies to run developer applications or Output files on non-PC devices under this Agreement. Except as expressly provided in this section, Customer has no rights to distribute Adobe Runtime.

9. **Flash Builder with LiveCycle Data Services (LCDS) Data Management Library.** Adobe Flash Builder may include the fds.swc library. Customer must not use fds.swc for any purpose other than to provide client-side data management capabilities and as an output file within software Customer develops, subject to the following: Customer must not (a) use fds.swc to enable associations or offline capabilities within software or (b) incorporate fds.swc into any software that is similar to Adobe LiveCycle Data Services or BlazeDS. If Customer would like to do any of the foregoing, Customer will need to request a separate license from Adobe.
10. **Third-Party On-premise Software Notices.** In order to accommodate public demand for On-premise Software that is interoperable with other products and platforms, Adobe, like other commercial publishers, has designed its products to comply with public standards, and has incorporated code created and licensed by third parties, into its products. The creators of these public standards and publicly available code, as well as other third party licensors, require that certain notices and terms and conditions be passed through to the end users of the On-premise Software. Such required third party On-premise Software notices and/or additional terms and conditions are located at http://www.adobe.com/products/eula/third_party/index.html and are made a part of and incorporated by reference into this Agreement. Customer acknowledges and agrees that Adobe and Adobe's licensors are third-party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein for the respective technology. The inclusion of these third-party notices does not limit Adobe's obligations to the Customer.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-DEMAND SERVICES

11. Additional Definitions.

- 11.1 **"Electronic Document"** means any document uploaded into the electronic signature service.
- 11.2 **"Electronic Signature"** means the capability of the electronic signature service 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
- 11.3 **"FormsCentral Solution"** means a website or other offering Customer develops for a Participant that (a) utilizes FormsCentral; (b) adds material functionality to FormsCentral; and (c) is not competitive with the On-demand Service.
- 11.4 **"Participant"** means a third party who interacts with the On-demand Service as a result of that party's relationship with or connection to Customer. For the electronic signature service, a Participant also includes any individual or entity that electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via Customer's electronic signature service account.
- 11.5 **"Transaction"** means when an Electronic Document or a collection of related Electronic Documents are sent to a recipient through the electronic signature service. Each 100 pages or 10 MB is a Transaction.

12. Use and Consent.

- 12.1 **Use of Service.** Customer may only use the On-demand Service for its own business purposes. Customer agrees that the use of Electronic Signatures is governed by, and Customer is responsible for complying with the laws, policies and regulations of individual countries, regions and industries.
- 12.2 **Emails to Participants.** Emails related to the On-demand Service are generally sent to Participants by Customer and not by Adobe. As a result, even though certain Participants may have opted-out

from receiving communications from Adobe, those Participants may receive certain services-related emails sent by Customer. In addition, if applicable, Adobe may send emails to Participants in Customer's name as Customer's agent, at Customer's request. Customer is solely responsible for those emails and their contents.

13. Transition Assistance. If Customer is in compliance with the applicable license terms, Adobe will use commercially reasonable efforts to assist Customer in transitioning Customer Data out of the electronic signature service. The transition must be completed within 30 days of the termination or expiration of Customer's license to the electronic signature service. At the end of this 30 day transition period, Adobe reserves the right to delete any Customer Data and information relating to Customer's use of the electronic signature service. Subject to Adobe's obligation to provide Customer with transition assistance described in this paragraph, upon termination or expiration of the applicable license terms, Customer's license to the electronic signature service will immediately terminate.

14. Privacy, Information Security, and Compliance.

14.1 Sensitive Personal Information. The Sensitive Personal Data section of the Exhibit for On-demand and Managed Services does not apply to Customer's use of the electronic signature service. If applicable, Customer is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA") including not collecting information from children under the age of thirteen (13) without first obtaining parental consent

14.2 Customer's Responsibilities Regarding Information of Participants. As between Adobe and Customer, Customer has sole responsibility for any and all Personal Data of Participants used and submitted in connection with the On-demand Service. Customer will comply with (including giving any notifications, obtaining any consents and making any disclosures required under) applicable privacy, security, electronic signature and data protection laws, guidelines, regulations or industry standards or codes applicable to Personal Data of Participants. Customer must obtain and maintain consent from Participants to Customer's access, use, or disclosure of Personal Data of Participants. Customer must obtain any authorizations from Participants required to enable Adobe to provide the On-demand Service. The use of the electronic signature service is conditioned on Participant acceptance of the terms of use presented when using the electronic signature service.

14.3 Storage and Retention of Customer Data. Adobe will store Customer Data so long as the size of that storage is not unreasonable in Adobe's discretion. However, Customer Data may be deleted if Customer instructs Adobe to do so, or if required by law. Customer agrees that it is solely responsible for complying with all applicable document retention laws and regulations including any duty to provide notice to third parties about retention or deletion of documents.

14.4 Customer Security. Customer is responsible for configuring and using the security features of the electronic signature service to meet Customer's obligations to Participants under applicable privacy, security, and data protection laws. Customer is responsible for the security of Electronic Documents that are emailed to Participants from the electronic signature service, downloaded from the electronic signature service, or which are transferred to a non-Adobe system via a third party integration feature of the electronic signature service. Customer is liable for damages arising out of unauthorized access to Customer's account or to Customer Data if Customer fails to follow secure password composition, management, and protection practices for Customer's account.

14.5 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 with the On-demand Service is governed by the Adobe Privacy Policy (adobe.com/privacy/policy.html).

14.6 Payment Card Industry Data Security Standard (PCI DSS). When transmitting any Account Data (including Cardholder Data, Card Verification Code or Value), Customer must not use the fax signature capability. Even if the data is encrypted, PCI DSS prohibits storing Sensitive Authentication Data, including Card Verification Code or Value after authorization. Capitalized terms in this Section are defined in the PCI DSS.

- 14.7 **Health Insurance Portability and Accountability Act (“HIPAA”).** Customer is solely responsible for compliance with HIPAA and Health Information Technology for Economic and Clinical Health (“HITECH”). Adobe is not acting on Customer’s behalf as a Business Associate, as that term is defined in HIPAA, when providing the On-demand Service.
- 14.8 **Education and School Use.** If Customer is an educational institution, Customer agrees that (a) Customer, and not Adobe, is solely responsible for compliance with the Children’s Online Privacy Protection Act (“COPPA”) including not collecting information from children under the age of thirteen (13) without first obtaining parental consent; (b) any collection of student information by Customer with the On-demand Service is done solely for the use and benefit of the school; and (c) that Customer will provide parents with information about Adobe’s collection, use and disclosure practices, which are found in the Adobe Online Privacy Policy <http://www.adobe.com/go/privacy> (or any successor website thereto) in Customer’s Acceptable Use Policy.
- 15. 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 or for a particular product or service, and Customer will ensure its use of the On-demand Service conforms and complies with all laws, regulations and policies relevant to a particular country or for a particular product or service.**
- 16. Digital Certificates.** Digital certificates may be issued by third party certificate authorities, including Adobe Certified Document Services vendors, Adobe Approved Trust List vendors (collectively “Certificate Authorities”), or may be self-signed. Customer and the Certified Authority are responsible for the purchase, use, and reliance upon digital certificates. Customer is solely responsible for deciding whether or not to rely on a certificate. Unless a separate written warranty is provided to Customer by a Certificate Authority, Customer’s use of digital certificates is at Customer’s sole risk.
- 17. Service Specific Terms.** The terms in this section (Service Specific Terms) apply only to the specific offerings set forth in this section. In the event of a conflict between the terms of this section and any other applicable terms, the terms of this section will govern, but only to the extent necessary to resolve that conflict.
- 17.1 **Document Cloud Web Services.** If Customer is a developer, this license does not include access to the pre-release versions of the Document Cloud APIs.
- 17.2 **Group Offerings.** This license does not include the right to obtain a subscription to the On-demand Service on behalf of a third party.
- 17.3 **Send.** When Customer sends a file using Adobe Send, the file will be automatically uploaded to Adobe’s server, and Adobe will notify Customer’s Participants when the file is ready for access and/or download. Customer’s recipients can access and/or download the file by clicking on a link within the email Adobe sends to recipients. Adobe may collect information regarding the receipt and use by a recipient of an Adobe Send file, and Adobe may share that information with Customer. It is Customer’s sole responsibility to notify Participants of the collection and sharing of that information.
- 17.4 **Adobe FormsCentral.**
- (A) As part of the On-demand Service, Adobe may send Personal Data that Customer and/or Participants provide to Adobe to third party payment providers such as PayPal Inc., in order to facilitate the payment of products and/or services.
- (B) **Use on Behalf of Others.** If Customer’s license includes the right to create and maintain a FormsCentral Solution that Customer offers to Participants, the following terms apply: (a) Customer is solely responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer’s or Participant’s use of the On-demand Service or any FormsCentral Solution; (b) Customer is solely responsible for maintaining a sufficient number of licenses to the On-demand Service to support Customer’s FormsCentral Solution; and (c) Customer will promptly notify our customer support team about any possible misuse of Customer’s or Participant’s accounts or authentication credentials, or any security incident related to the On-demand Service. For the purposes of clarity, if one of Customer’s FormsCentral Solutions includes the right for a Participant to allow multiple users

to access that FormsCentral Solution, Customer must obtain licenses sufficient to cover those users.