



## PSLT - Adobe Sign (2019v2)

- 1. Content Files.** “Content Files” means Adobe assets provided as part of Adobe Sign. Unless stated otherwise in a separate agreement, Adobe grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the Content Files to create Customer’s end use (*i.e.*, derivative application or product authored by Customer) into which the Content Files, or derivations thereof, are embedded for Customer’s use (“End Use”). Customer may modify the Content Files prior to embedding them in the End Use. Customer may reproduce and distribute Content Files only in connection with Customer’s End Use, however, under no circumstances can Customer distribute the Content Files on a stand-alone basis outside of the End Use.
- 2. Modification.** Adobe will make reasonable effort to notify Customer of any modification or discontinuation of Adobe Sign or any portions thereof. If Adobe discontinues Adobe Sign in its entirety, Adobe will provide Customer with a pro rata refund of prepaid fees or with a service similar to Adobe Sign.
- 3. Third-Party Notices.** The creators or third-party licensors of certain public standards and publicly available code (“Third-Party Materials”), require that certain notices be passed through to the end users of Adobe Sign. These third-party notices are located at <http://www.adobe.com/go/thirdparty> (or a successor website thereto). The inclusion of these third-party notices does not limit Adobe’s obligations to the Customer for Third-Party Materials integrated into Adobe Sign.
- 4. Storage and Retention.** Adobe will store Customer Content and Customer Data during the License Term up to any storage limit specified in the applicable Sales Order. Adobe may create reasonable storage limits, such as limits on file size, storage space, and other technical limits. If Customer exceeds those limits, Adobe will make reasonable efforts to notify Customer to permit transition of Customer Content and Customer Data prior to deletion.
- 5. Configurable Controls.** Adobe makes certain security controls available and configurable by Customer, or Adobe’s customer support. It is Customer’s responsibility to determine what notices, consents, and controls Customer requires in order to comply with laws, standards, regulations, or obligations that Customer may have to Customer’s Participants. Once Customer downloads or otherwise transfers an Electronic Document out of Adobe Sign, or to a third-party provider, that Electronic Document leaves Adobe’s servers, and Adobe’s security controls no longer apply.
- 6. Security.** Section 8.2 of the General Terms applies to Customer Content for Customer’s use of Adobe Sign.
- 7. Sensitive Personal Information.** The Sensitive Personal Data section of the General Terms does not apply to Customer’s use of Adobe Sign. Notwithstanding the above, Customer agrees not to collect, process, or store any PHI using Adobe Sign unless Customer has entered into a Business Associate Agreement with Adobe for Adobe Sign.
- 8. Legal Counsel.** Customer will 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 use.
- 9. Digital Certificates.** Digital Certificates are generally provided by third parties and not Adobe. Customer is responsible for deciding whether to rely on a Digital Certificate, and Customer’s use of Digital Certificates is at Customer’s sole risk.
- 10. Account Activity.** Each User has an account associated with his or her login ID. Customer is responsible for all activity that occurs via a User’s account(s).

- 11. User License Transfers.** Customer may deploy Adobe Sign licensed on a per User basis only to an individual(s) (either an employee or contractor of Customer) through a unique login ID and password. Customer may not allow the use of the same login ID by two or more Users, nor may Customer deploy Adobe Sign in any shared license model or similar license deployment (including, but not limited to, floating, generic user, leased, or shift license deployment). Customer may transfer a license from one User to another individual (either an employee or contractor of Customer) without being deemed an additional deployment, subject to any reporting requirements that may be contained in a Sales Order, and provided Customer deactivates the Adobe Sign Account of that User, and the new employee or contractor then uses a new ID and password.
- 12. Additional License Restrictions.** Customer must not: (A) place advertisement of any products or services through Adobe Sign; (B) use any data mining or similar data gathering and extraction method; (C) circumvent any access or use restrictions; or (D) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity.
- 13. Customer generated Spikes.** Customer agrees to work with Adobe to create a plan to manage any spikes in demand for system resources driven by Customer ("**Spikes**"). In the absence of such collaboration, Customer agrees that Adobe may throttle or otherwise queue Customer's Transactions to manage any such Spikes.
- 14. Additional Definitions.**
- 14.1 "**Business Associate Agreement**" means an agreement that is drafted to satisfy specific components of applicable law, including but not limited to HIPAA and relevant implementing regulations.
- 14.2 "**Digital Certificates**" means third-party certificates that are applied to digital signatures in Adobe Sign.
- 14.3 "**Electronic Document**" means any document uploaded into Adobe Sign.
- 14.4 "**Participant**" means any individual or entity who electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via Customer's Adobe Sign account.
- 14.5 "**Protected Health Information**" or "**PHI**" has the meaning given to such term under the Privacy and Security Rules at 45 C.F.R. § 160.103, limited to the information created or received by Adobe from or on behalf of Customer.
- 14.6 A "**Transaction**" occurs each time an Electronic Document, or collection of related Electronic Documents up to 100 pages or 10 MB are sent to Participants through Adobe Sign.