1. **Content Files**. "**Content Files**" means Adobe assets provided as part of Adobe Acrobat 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 Acrobat Sign or any portions thereof. If Adobe discontinues Acrobat Sign in its entirety, Adobe will provide Customer with a pro rata refund of prepaid fees or with a service similar to Acrobat 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 Acrobat 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 Acrobat 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 End Users. Once Customer downloads or otherwise transfers an Electronic Document out of Acrobat Sign, or to a third-party provider, that Electronic Document leaves Adobe's servers, and Adobe's security controls no longer apply.

6. **Security.** Adobe has implemented reasonable information security practices regarding the protection of Customer Data received through Acrobat Sign, including administrative, technical and physical security measures consistent with the information found at www.adobe.com/go/cloudcompliance.

7. **Sensitive Personal Information**. The Sensitive Personal Data section of the General Terms does not apply to Customer's use of Acrobat Sign. Notwithstanding the foregoing, Customer specifically acknowledges and agrees that in connection with Customer's use of Acrobat Sign:

   7.1   Customer is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), if applicable, including not collecting information from children under the age of thirteen without first obtaining parental consent;

   7.2   Customer must not to collect, process, or store any protected health information, electronic or otherwise, pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH"), unless Customer has entered into a Business Associate Agreement with Adobe for Acrobat Sign Solutions; and

   7.3   Customer is solely responsible for compliance with the Payment Card Industry Data Security Standard ("PCI DSS"), if applicable. PCI DSS prohibits using Acrobat Sign Solutions to store Sensitive Authentication Data, including Card Verification Code or Value after authorization, even if encrypted. Capitalized terms in this section are defined in the PCI DSS.

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**. Acrobat Sign may include technology that allows Customer to apply digital signatures to PDF documents through the use of digital certificates. Acrobat Sign also applies a certification signature to PDF documents as a proof of their integrity and origin through the use of digital certificates owned by Adobe. Customer may not access, attempt to access, circumvent, control, disable, tamper with, remove, use, or distribute such certificates or their corresponding encryption keys for any purpose.

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.** If Acrobat Sign is licensed on a per User basis, Customer may only deploy Acrobat Sign 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 more than one User, nor may Customer deploy Acrobat 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 such transfer being deemed an additional User deployment, subject to any reporting requirements that may be contained in the applicable Sales Order and provided Customer de-activates the Acrobat 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 Acrobat Sign; (B) use any data mining or similar data gathering and extraction method; (C) circumvent any access or use restrictions; (D) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity; or (E) incorporate Acrobat Sign in its products or services in a way that allows Customer's own customers to (i) access Acrobat Sign as a sender, or (ii) have administrative access to Acrobat Sign accounts (collectively, "Acrobat Sign Embed Use Case"). Customer understands that if Customer wishes to deploy Acrobat Sign in an Acrobat Sign Embed Use Case, it will need to enter into a partner agreement with Adobe which will have different terms and pricing.

13. **Throttling.** Customer agrees to work with Adobe to create a plan to manage any spikes in demand for system resources driven by Customer's use ("**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 "**Electronic Document**" means any document uploaded or imported into Acrobat Sign.

    14.2 "**End User**" means any individual or company that receives, reviews, accepts, signs, approves, transmits, delegates action to a third party or otherwise interacts with Acrobat Sign.

    14.3 A "**Transaction**" occurs each time an Electronic Document, or collection of related Electronic Documents up to 100 pages or 10 MB are sent to an End User through Acrobat Sign.