



SERVICES GENERAL TERMS AND CONDITIONS (GTCs)

1. **SERVICES.** Vendor shall perform the services set forth in one or more services appendices, a form of which is attached hereto as Exhibit A (each, a **“Services Appendix”**), as agreed to by the parties from time to time, in accordance with the terms and conditions of this Agreement and the Services Appendix (the **“Services”**). Vendor shall take all necessary precautions to prevent injury to any persons (including employees and other agents of Adobe) or damage to property (including Adobe’s property) while performing the Services. Should Adobe notify Vendor that any individual provided by Vendor to perform the services (**“Personnel”**), as determined in Adobe’s sole discretion, (a) does not have the requisite knowledge or skill to perform the Services or (b) has violated any Adobe safety or security rules or regulations, Vendor shall immediately remove and replace such Personnel. In addition, Vendor shall use commercially reasonable efforts to accommodate Adobe’s request to replace any Personnel for any reason. Vendor shall supervise and monitor its Personnel, ensure that all Personnel are properly documented workers, and advise Adobe of Vendor’s progress in performing the Services in the manner and frequency indicated in the Services Appendix. If Adobe wishes to expand the scope of the Services Appendix, Adobe shall notify Vendor of the proposed change, and Vendor shall furnish Adobe with a written offer to provide the expanded services and an estimate of the costs, if any, concerning the change within five (5) days. Such change will not be effective until Adobe’s written acceptance of the offer and associated costs, which shall become a firm price commitment on Adobe’s acceptance. If any terms of a Services Appendix conflict with the terms of this Agreement the terms of this Agreement will prevail except as expressly provided otherwise by the parties in a written amendment (such amendment must be a separate writing from the Services Appendix) of the Agreement with respect to such terms.

2. **PAYMENT FOR SERVICES.** Adobe shall pay Vendor the fee(s) set forth in the applicable Services Appendix for the performance of the Services contingent upon Vendor’s compliance with the terms and conditions of this Agreement. Adobe shall pay Vendor within 60 days of receipt of an undisputed invoice, provided that the invoice contains a description of the work performed and, if requested by Adobe, support documentation for all Services performed. Invoices should be submitted monthly within five (5) business days from the end of the month in which the Services were performed and no longer than 45 days thereafter. Unless otherwise expressly provided in SOW or for countries where hardcopy invoicing is mandatory per local regulations, invoices must be submitted electronically via Ariba Network ID or Interactive PO invoicing link (Received via email). Additional invoicing instructions are attached to these terms as Attachment 1. Vendor acknowledges that its sole compensation for the Services shall be this fee, and Vendor shall not be entitled to any other compensation for the Services, including salary, bonuses, benefits or expenses or other reimbursements.

3. **RELATIONSHIP OF THE PARTIES.** Vendor is an independent contractor and is not an agent or employee of Adobe. Vendor has no authority whatsoever to bind Adobe by contract or otherwise. Vendor shall perform the Services under the general direction of Adobe, but Vendor shall determine, in Vendor’s sole discretion, the manner and means by which the Services are accomplished, subject to the express conditions that Vendor shall at all times (a) comply with all applicable laws, statutes, ordinances, and regulations, and (b) follow the guidelines and policies provided by Adobe.

4. **COMPLIANCE WITH LAWS.** Adobe is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, and other Adobe policies, including the following:

- (A) Commercial Email Guidelines currently available at:
<http://www.adobe.com/content/dam/Adobe/en/legal/documents/CommercialEmailGuidelinesForURL.pdf>;
- (B) Insider Trading Policy currently available at:

http://www.adobe.com/content/dam/acom/en/legal/documents/LGL-SOP-01-002_Insider_Trading_ext.pdf

- (C) Harassment and Discrimination Prevention Policy currently available at: http://www.adobe.com/content/dam/acom/en/legal/documents/HTR-SOP-01-003_Harassment_and_Discrimination_Prevention_Policy.pdf
- (D) Business Partner Code of Conduct currently available at: http://www.adobe.com/corporateresponsibility/pdfs/adobe_business_partner_code_of_conduct.pdf.

5. **TAXES AND BENEFITS.** No part of Vendor's compensation under this Agreement will be subject to withholding for any Taxes (as defined below) or other required payments. Vendor shall (a) report as income, and pay all Taxes upon, all compensation received by Vendor pursuant to this Agreement and (b) pay for all Taxes, insurance and other benefits arising from Vendor's employment of Personnel performing the Services provided hereunder. For purposes of this Agreement, "Tax" means any tax, fee, or cost not based on Adobe's net income or capital, including without limitation any sales, excise, value added, withholding, social security, unemployment, and similar taxes and any fees, penalties and interest associated with any of the foregoing. It is the intent of the parties that neither Vendor nor any Personnel receive any Adobe-sponsored benefits from Adobe as an agent, consultant or employee. Such benefits include, but are not limited to, paid vacation, sick leave, pension, or medical or disability insurance. If Vendor or any Personnel is reclassified by a government agency or court as an employee, Vendor or its applicable Personnel will become a reclassified employee and will receive no benefits except those mandated by applicable law, even if by the terms of Adobe's benefit plans in effect at the time of such reclassification Vendor or such Personnel would otherwise be eligible for such benefits.

6. **FACILITIES, EXPENSES, INSURANCE, RECORDS AND LICENSES.** Vendor shall provide its own facilities and place of business to perform the Services (except as otherwise described in a Services Appendix), and Vendor shall bear the entire cost of its facilities without reimbursement by Adobe. Adobe shall have no obligation to reimburse Vendor for any costs or expenses incurred by Vendor in performing its duties, and all such costs and expenses shall be borne by Vendor unless Adobe expressly agrees to pay specified costs and expenses in the Services Appendix or otherwise in writing and Vendor provides valid receipts to Adobe that support each such cost and expense. During the term of this Agreement and for at least one (1) year after any expiry or termination, Vendor shall be responsible for maintaining, for itself and its Personnel, at Vendor's expense and in its own name, disability, liability, and other business insurance as is necessary, appropriate or required by law and shall furnish to Adobe, at Adobe's request, appropriate proof of such insurance. Vendor shall obtain all required licenses and work permits relating to its performance of the Services. In connection with its performance of the Services, Vendor shall be solely responsible for, and shall maintain, all records required by law.

7. **DESIGNS AND INVENTIONS.** The parties have entered into this Agreement with the intention that performance of the Services will not result in the creation of any work that could be protected by copyright, patent, trademark, trade secret or other intellectual property or proprietary laws. However, if the Services results in any designs, artwork, software programs, brochures, manuals, products, procedures, drawings, notes, documents, information, materials, discoveries or inventions ("**Designs and Inventions**") made, conceived or developed by Vendor alone or with others which result from or relate to the Services, then such Designs and Inventions will be the sole property of Adobe. Vendor hereby assigns, as they arise, all its rights, title and interests, including without limitation any Moral Rights (as defined below), to any Designs and Inventions (a) that result from performance of the Services, (b) for which Adobe provides Vendor with any Confidential Information (as defined in Paragraph 7 below), or (c) for which Vendor invoices Adobe. Adobe shall have the sole right to determine the method of protecting such Designs and Inventions. Vendor agrees (i) to disclose promptly in writing to Adobe all such Designs and Inventions, if any, (ii) that Adobe has a power of attorney to apply for in Vendor's name, and to execute any applications and assignments reasonably necessary, to obtain any patent, copyright, trade mark or other intellectual property or statutory protection for such Designs and Inventions in Adobe's name as Adobe deems appropriate. If Vendor has any rights to the Designs and Inventions that cannot be assigned to Adobe, including without limitation Moral Rights, Vendor unconditionally and irrevocably waives the enforcement of such rights, and agrees, at Adobe's request and expense, to consent to and join in any action to enforce such rights. "Moral Rights" means any and all rights: (v) to divulge the Designs and Inventions to the public; (w) to retract the Designs and Inventions from the public; (x) to claim authorship of the Designs and Inventions; (y) to object to any modification of the Designs and Inventions; and (z) similar to moral rights existing under judicial or statutory law of any country or jurisdiction in the world, or under any treaty, regardless of whether such right is called or generally referred to as a moral right. Vendor agrees that the Designs and Inventions may be used with or without credit to Vendor.

8. **CONFIDENTIALITY.** "Confidential Information" or "CI" means all non-public information disclosed by either party, except information that is: (i) already known to a Recipient prior to disclosure, (ii) publicly known through no wrongful act or omission of Recipient, (iii) received by Recipient from a third party without violating any law or contractual obligation; (iv)

independently developed by the Recipient, or (v) approved in writing for release by Discloser prior to disclosure. A party disclosing CI is referred to as "Discloser" and the party receiving CI is referred to as "Recipient". Each party will use the other party's CI only as necessary to perform under this Agreement. The parties will only disclose the CI to persons or entities who need to know the information to perform under this Agreement, and who have, prior to disclosure by Recipient, agreed in writing to protect the Discloser's CI to the extent expressed in this Agreement. If a Recipient receives a court order or is otherwise required by law to disclose any CI, the Recipient will notify the Discloser immediately upon receipt of the court order or other document requiring disclosure so that the Discloser has time to object and move for a protective order. The Recipient will file any CI under seal or request that the court or administrative body seal the CI prior to the Recipient's disclosure. Except as may be required by a court order or law. Each party's obligations regarding CI will remain in full force and effect in perpetuity. Notwithstanding anything contained in this Agreement, and where the Services are provided in the United States, the parties understand that, pursuant to Section 1833 of Title 18, United States Code, the parties have the right to (a) disclose, either directly or indirectly, in confidence trade secrets to United States federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law; and (b) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

Privacy and Security. If Provider will process, create, access, transmit, transfer, or store Adobe Confidential Information, including Personal Information, in any manner, Provider will comply with the Information Security and Privacy Requirements available at:

www.adobe.com/content/dam/Adobe/en/legal/terms/enterprise/pdfs/2013/Information_Security_and_Privacy_Requirements.pdf. In the event of any conflict between this Agreement (or any portion thereof) and the Information Security and Privacy Requirements, the terms of the Information Security and Privacy Requirements shall prevail.

9. TERM, TERMINATION AND SURVIVAL.

(a) **Term and Termination.** This Agreement will commence on the Effective Date and will continue for a period of two (2) years thereafter unless terminated as follows: (i) either party may terminate this Agreement or any Services Appendix if the other party breaches any of its obligations contained herein if such breach continues uncorrected for a period of five (5) days after written notice of such breach to the other party; (ii) either party may terminate this Agreement or any Services Appendix upon written notice to the other party if either party is adjudicated bankrupt, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, is unable to meet its obligations in the normal course of business as they fall due, or if a receiver is appointed on account of insolvency; and (iii) Adobe may terminate this Agreement or any Services Appendix for its convenience upon ten (10) days written notice to Vendor provided that if Vendor has commenced Services under a Services Appendix, Adobe will pay for Services actually performed under such Services Appendix until the effective date of termination.

(b) **Survival.** Unless expired or terminated pursuant to this Paragraph 8, all Services Appendices will terminate with the expiry or termination of the Agreement without further action of either party. Upon the termination of this Agreement for any reason, each party will be released from all obligations and liabilities to the other party occurring or arising after the date of such termination, except that any termination will not relieve Vendor or Adobe of their obligations under Paragraphs 4 -8 and 10-11, nor will any such termination relieve Vendor or Adobe from any liability arising from any breach of this Agreement. In connection with the expiry or termination of this Agreement, Vendor shall comply with Adobe's reasonable directions to effect the orderly transition of all Services then being performed by Vendor, or for which Vendor is then responsible for performing under this Agreement and any Services Appendix. Adobe and its employees and agents will cooperate in good faith with Vendor in connection with Vendor's obligations under this Paragraph. In addition, upon expiry or termination of this Agreement for any reason, Vendor shall deliver to Adobe the originals and all copies of any Designs and Inventions, Confidential Information and other materials delivered to Vendor by Adobe.

10. REPRESENTATIONS AND WARRANTIES. Vendor represents and warrants that: (a) Vendor shall perform the Services to a quality standard commensurate with Vendor's industry, and in any case in a timely, professional and workmanlike manner; (b) Vendor shall use Personnel who have the requisite experience and qualifications to perform the Services; (c) Vendor has full power and authority to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights granted to Adobe hereunder; (d) Vendor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Vendor from complying with the provisions hereof, and Vendor shall not enter into any such conflicting agreement during the term of this Agreement; and (e) in performing the Services, Vendor shall comply with safety and security regulations and policies of Adobe and all applicable laws, statutes, ordinances and regulations.

11. INDEMNITY. Vendor shall indemnify and hold Adobe, its officers, directors, and employees, harmless from and against any and all third party claims, suits, losses, liabilities, damages, expenses, costs, attorneys' fees and court costs ("Claims") alleging or arising out of Vendor's performance, or breach of this Agreement; provided that Adobe gives Vendor written notice of any such Claim and Vendor has the right to participate in the defense of any such Claim at its expense. From the date of written notice from Adobe to Vendor of a Claim, Adobe will have

the right to withhold from Vendor any unpaid fees due under this Agreement.

12. GENERAL.

(a) **Assignment.** Neither party may assign, delegate or subcontract any part of this Agreement without the other party's prior written approval. Notwithstanding the foregoing, either may assign this Agreement in its entirety to a surviving person or entity under a merger or acquisition by providing written notice to the non-assigning party, preferably in advance, but in any case, within a commercially reasonable time frame after such merger or acquisition, not to exceed thirty (30) days, only if any Assignee will be bound by all of the applicable provisions of this Agreement. Adobe reserves the right to terminate the Agreement once the assignment notice is provided.

(b) **Equitable Relief; Attorneys' Fees.** Each party may enforce this Agreement and any of its provisions by injunction, specific performance or any other equitable relief without prejudice to any other rights and remedies that the other party may have. Each party will have the right to recover reasonable attorneys' fees in any action in law or equity brought to enforce the terms of this Agreement.

(c) **Governing Law; Choice of Forum and Venue; Severability.** The United Nations Conventions on Contracts for the International Sale of Goods is not applicable to this Agreement. The governing law and venue for any claim or action regarding this Agreement or relating to performance of either Party under this Agreement is as follows:

WHERE SERVICE OR PRODUCT PROVIDED:	APPLICABLE GOVERNING LAW:	VENUE FOR DISPUTES:
United States, Canada, Mexico	State of California	Santa Clara County, California
EMEA	Republic of Ireland	Ireland
Japan	Japan	Tokyo District Court
ASEAN, excluding Myanmar, Mainland China, Hong Kong S.A.R., Macau S.A.R, Taiwan R.O.C., Republic of Korea, Bangladesh or Nepal	Singapore	*Any dispute will be resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC").
Australia, New Zealand, India, Sri Lanka, Myanmar or any other location not named	England	London, England
The law of the country in which both the Vendor providing the Services and Adobe receiving the Services are domiciled, if agreed in the SOW		

*For disputes in Singapore, one arbitrator will be jointly selected by the parties within 30 days of a written demand for arbitration. If no arbitrator is selected within 30 days, the SIAC Chairperson will make the selection. The arbitration will be held in English.

(d) **Severability.** Any provision of this Agreement invalidated by a court of competent jurisdiction will

be severed, and the rest of the Agreement will remain in full force and effect.

(e) **Notices.** Any notices required or permitted hereunder will be given to the appropriate party at the address specified at the beginning of this Agreement or at such other address as the party specifies in writing and will be by personal delivery, facsimile transmission or certified or registered mail or mail by reputable courier service. Such notice will be deemed given upon personal delivery to the appropriate address or upon receipt of electronic transmission, or if sent by certified or registered mail, upon receipt, or if sent by international courier, on the date of delivery shown in the courier's business records.

(f) **Language.** This Agreement is prepared and is executed in the English language only. The English language version will be controlling in all respects, and any version of this Agreement in any other language will not be binding and will have no effect. Further, each party agrees that signature by Vendor or Adobe on any non-English language version, even if there is no signature(s) on the English language version, will be deemed execution of the English language version and binding on the parties. Without limiting the foregoing, if there is any conflict or inconsistency between the English language version of this Agreement and any other translated version of this Agreement, the English language version and interpretation will prevail. All communications or notices to be made or given pursuant to this Agreement and any disputes arising under this Agreement will be conducted or resolved in the English language.

(g) **Complete Understanding; Modification; Order of Precedence; Waiver.** This Agreement, including all Services Appendices, constitutes the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings and agreements. It is agreed that neither party has entered into this Agreement in reliance upon any representation, warranty or undertaking of the other party which is not

expressly set out or referred to in this Agreement and that neither party shall have any remedy in respect of misrepresentation or untrue statement made by the other party which is not contained in this agreement nor for any breach of warranty which is not contained in this Agreement. This clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation. In the event of any conflict between the parts of the Agreement, the documents shall be interpreted in the following order: (1) this agreement; (2) any Project Assignments; (3) any attachments; (4) any purchase order. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties thereto. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

(i) **Third Party Rights.** A person who is not a party to this Agreement shall have no right to enforce any of its terms.