

Attachment to Adobe Sales Order Supplemental Terms

(Applicable to Frame.io only)

- 1. **General.** Customer's use and access of the On-demand Services and Managed Services in connection with Frame.io Products and Services ("Frame") is governed by the General Terms, the PSLT for Adobe Creative Cloud, Adobe Document Cloud and Adobe Substance 3D, these supplemental terms and the applicable Sales Order.
- 2. **Frame.io Enterprise.** Access to Frame may be provided using different login/ID details from those used for other Ondemand Services and Managed Services in this Sales Order.
- 3. Collaboration Services. Through its use of Frame, if Customer initiates or is invited by another individual or organization that is using Adobe products and services under a separate agreement with Adobe ("Third-Party Account Holder") to Share or edit Customer Content in a document, space, library, canvas or other collaboration environment (including, but not limited to Adobe Premiere and Adobe After Effects), controlled by the Third-Party Account Holder (each a "Collaboration Space"), Customer acknowledges and agrees that the Third-Party Account Holder is solely responsible for implementing the settings, including commenting, editing, access, publication and ownership settings, for all content, including Customer Content, in the Collaboration Space. The Third-Party Account Holder will be able to restrict or terminate Customer's access to the Collaboration Space at any time. If Customer does not want the Third-Party Account Holder to control Customer Content, Customer should not Share or edit Customer Content in a Collaboration Space and should maintain back-up copies of Customer Content. Adobe has no responsibility or liability for any loss, use or misuse of Customer Content in a Collaboration Space. Customer acknowledges and agrees that (A) Adobe will not be a party to any disputes between Customer and any Third-Party Account Holder; (B) Customer will not seek to make Adobe a party to any such dispute, and (C) Adobe will have no liability or obligation to either Customer or a Third-Party Account Holder for any content, including Customer Content, subject to such a dispute. "Share" means to email, post, transmit, stream, upload, or otherwise make Customer Content available to a Third-Party Account Holder or other third party through Customer's use of the On-demand Services.
- 4. Frame Storage. During the License Term, Customer will have: 1 TB of Active Storage and 1 TB of Archival Storage for the Frame Products and Services. "Active Storage" means storage in which native files are stored and high-resolution content is made readily available. "Archival Storage" means storage in which proxy files are immediately viewable, searchable, and useable, and high-resolution content is not immediately available. Customer may purchase additional Frame Active Storage and Archival Storage and any such additional storage shall be set forth on an applicable Sales Order.
- 5. Sensitive Personal Data. Through its use of Frame, Customer may provide Sensitive Personal Data to the On-demand Services and Managed Services within Customer Content it uploads to the On-demand Services (as distinct from information provided for purposes of account creation); provided, however, that (A) Customer has obtained all necessary consents to do so; (B) the provision of such Sensitive Personal Data does not itself subject Adobe or any Adobe Affiliate to the requirements of the Gramm-Leach-Bliley Act of 1999 or the Health Insurance and Portability Act of 1996 ("HIPAA"), and (C) Customer shall in no event provide Sensitive Personal Data that constitutes Protected Health Information under HIPAA. Except for the purchase of Adobe Products and Services, Customer shall not include credit card numbers or authentication data in any Customer Content.
- 6. Outsourcing and Third-Party Access. Customer may allow a third-party individual or organization ("Third-Party") to operate, use or access the On-demand Services and Managed Services in connection with Customer's use of Frame in order to Share Customer Content with such third party. In such event, Customer is solely responsible for implementing the settings, including commenting, editing, access, publication and ownership settings, for all content, including Customer Content. If Customer does not want the Third Party to modify, comment on, or engage with Customer Content, Customer should not Share Customer Content with such Third Party, or should ensure that the permission settings are properly tailored to the rights Customer authorizes for such Third Party.
- 7. **Data Processing.** Any reference to Adobe's subprocessor list, as set forth at https://www.adobe.com/privacy/sub-processors.html, and Adobe's technical and organizational measures at https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/PUBLIC-TOSM-2021DEC2.pdf within any Data Protection Terms are deleted and replaced with the following list of subprocessors and technical and organizational measures for Frame: https://support.frame.io/en/articles/1944353-frame-io-sub-processors