

ADOBE DOCUMENT CLOUD ELECTRONIC SIGNATURE SERVICES (“Adobe eSign Service(s)”) NON-COMMERCIAL API TERMS AND CONDITIONS

NOTICE TO USER: Please read this contract carefully. By using all or any portion of the eSign API, Developer accepts all of the terms and conditions of this Agreement. Developer agrees that this Agreement is enforceable like any written negotiated Agreement signed by Developer. If Developer does not agree to the terms of this Agreement, do not use the eSign API.

1. LICENSE.

- 1.1. **Internal Development License.** Subject to the terms of this Agreement, Adobe grants to Developer a limited, royalty-free, non-assignable, non-transferrable, revocable, and non-exclusive license to:
 - (A) use and reproduce the API Key, Documentation and eSign API for the sole purpose of internally developing and testing Developer Programs; and
 - (B) use, reproduce, and modify the Sample Code for the sole purpose of internally developing and testing Developer Programs.
- 1.2. **Production License.** Developer must enter into a separate written agreement with Adobe if Developer wishes to, sell, distribute or offer Developer Programs that are designed to function with the Adobe eSign Service.
- 1.3. **Other Adobe Services.** These terms do not grant Developer any rights in any of Adobe's services (which includes the Adobe eSign Service), software or the content accessed through them.

2. RESTRICTIONS.

- 2.1. **General Restrictions.** Developer may not and may not enable any third party to:
 - (A) distribute, sell, sublicense, rent, loan, or lease the Tools, or any component thereof;
 - (B) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Adobe eSign Service or any component thereof;
 - (C) use Adobe's name, logo, or trademarks without prior written permission from Adobe; and
 - (D) remove or destroy any copyright notices, proprietary markings, or confidential legends placed in or contained within the Tools or the Adobe eSign Service.
- 2.2. **Development Restrictions.** Developer agrees that Developer will not and may not enable any third party to:
 - (A) engage in any activity (which may include using any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines) to damage, detrimentally interfere with, surreptitiously intercept or access in an unauthorized manner: Adobe's servers, networks, services, data or personal information;
 - (B) add or delete any program files that would modify the functionality and/or appearance of the Adobe eSign Service or any component thereof;
 - (C) modify, replace or attempt to validate any digital signature validation functionality or capability of the Adobe eSign Service without written approval from Adobe; and
 - (D) integrate or use Tools with any Viral Open Source Software or otherwise take any action that could require disclosure, distribution, or licensing of all or any part of the Tools in source code form, for

the purpose of making derivative works, or at no charge.

- 2.3. **Call Limitations.** Adobe may limit the number of calls accepted by the eSign API if Adobe believes that the number of calls to the eSign API may negatively impact the eSign API or the Adobe eSign Service.
3. **OPEN SOURCE LICENSES.** Certain components of the Tools may be licensed under an open source software license (“Open Source Components”). Developer’s use and reproduction of any such Open Source Components are governed solely by the terms of the applicable open source software license and not this Agreement.
4. **INTELLECTUAL PROPERTY OWNERSHIP.** The Tools and the Adobe eSign Service are the intellectual property of Adobe Systems Incorporated and its suppliers. The structure, organization, and source code of the Tools and the Adobe eSign Service are the valuable trade secrets and confidential information of Adobe Systems Incorporated and its suppliers. The Tools and the Adobe eSign Service are protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions. All rights not expressly granted are reserved by Adobe and its suppliers.
5. **NON-BLOCKING OF ADOBE DEVELOPMENT.** Developer acknowledges that Adobe is currently developing or may develop technologies and products in the future that have or may have design and/or functionality similar to products that Developer may develop based on Developer’s license herein. Nothing in this Agreement will impair, limit or curtail Adobe’s right to continue with its development, maintenance and/or distribution of Adobe’s technology or products. Developer agrees that Developer will not assert in any way any patent owned by Developer arising out of or in connection with these Tools or modifications made thereto against Adobe, its subsidiaries or affiliates, or their customers, direct or indirect, agents and contractors for the manufacture, use, import, licensing, offer for sale or sale of any Adobe products.
6. **CONFIDENTIALITY.**
- 6.1. **No Use or Disclosure.** Developer will not reproduce, use, disseminate, or disclose Confidential Information to any person, except to its employees and authorized representatives (i.e., temporary employees, consultants and contractors) who need to know the Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as the confidentiality obligations set forth in this Agreement. Developer will treat all Confidential Information with at least the same degree of care as Developer treats its own information of similar sensitivity, but never with less than reasonable care.
- 6.2. **Required Disclosure.** Developer may disclose Confidential Information (A) when approved in writing by Adobe; or (B) when necessary to comply with any law or valid order of a court or other governmental body, or as necessary to establish the rights of either party — but only if Developer (i) promptly notifies Adobe of the details of the required disclosure, and (ii) gives Adobe all assistance reasonably required by Adobe to enable Adobe to take available steps to prevent the disclosure or to ensure that disclosure occurs subject to an appropriate obligation of confidence.
7. **CHANGES.** Adobe may change, or discontinue the eSign API from time to time at Adobe’s discretion, and will use commercially reasonable efforts to continue supporting the previous version of any changed or discontinued eSign APIs except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities.

8. **TERM.** The term of this Agreement will be for 1 year from the Effective Date. Thereafter, the Agreement will automatically renew for additional 1 year terms, unless terminated in accordance with sections 8.1 (Termination without Cause) or 8.2 (Termination with Cause).
 - 8.1. **Termination without Cause.** Either party may give the other party written notice of its intention to terminate this Agreement at least 60 days prior to the expiration of each term.
 - 8.2. **Termination with Cause.** Adobe may terminate these terms at any time or suspend Developer's access to the Tools or the Adobe eSign Service if Developer breaches any provisions of this Agreement, or negatively impacts the Adobe eSign Service.
 - 8.3. **Effect of Termination.** Immediately upon termination of this Agreement, Developer must remove and destroy all full and partial copies of the Tools from Developer's computer(s) and discontinue the use of the items in the Tools.

9. **DISCLAIMER OF WARRANTY.** Adobe, its affiliates, agents, and licensors disclaim all representations and warranties, express or implied, including by not limited to performance, security, non-infringement, merchantability, quiet enjoyment, and fitness for any particular purpose. Except for statutory warranties, the Tools and any component thereof are provided to Developer "AS-IS." Some states or provinces do not allow the exclusion of implied warranties so the above limitations may not apply to Developer. Developer may have rights that vary from jurisdiction to jurisdiction.

10. **INDEMNIFICATION.** Provided that Adobe gives Developer prompt written notice of any such claim, tenders to Developer the defense or settlement of such a claim at Developer's expense, and cooperates with Developer, at Developer's expense, in defending or settling such claim, Developer will defend, indemnify, and hold Adobe, and its affiliates harmless from and against any third party claims or lawsuits, including reasonable attorneys' fees, that arise or result from:
 - 10.1. Developer Programs or any allegation that Developer Programs or the use of them infringes the intellectual property rights of any third party;
 - 10.2. Developer's breach of these terms or any act or omission by Developer in connection with Developer's use of the Tools or the Adobe eSign Service; and
 - 10.3. Developer's collection or use of users' information and data

11. **LIMITATION OF LIABILITY.** Except for statutory remedies, Adobe, its affiliates, agents, and licensors is not liable to Developer for any loss, damage, claims, or costs whatsoever (collectively "Loss"), including without limitation any consequential, indirect, incidental damages, any loss profits or lost savings, any damage resulting from business interruption, personal injury, or failure to meet any duty of care, or claims by a third party, even if Adobe has been advised of the possibility of such Loss. In any event, Adobe's aggregate liability and that of its affiliates, agents, and licensors under this Agreement is limited to the amount received by Adobe for the Tools, if any. This limitation applies to material breach of this Agreement. Adobe is acting on behalf of its affiliates, agents, and licensors for the purpose of disclaiming, excluding and limiting obligations, warranties, and liability, but in no other respects and for no other purpose. Developer may have additional rights under the law. Adobe does not seek to limit Developer's warranty rights to any extent not permitted by law.

12. **DISPUTE RESOLUTION**
 - 12.1. **Process.** For any concern or dispute Developer may have, Developer agrees to first try to resolve the dispute informally by contacting Adobe. If a dispute is not resolved within 30 days of submission, Developer

or Adobe must resolve any claims relating to these Tools through final and binding arbitration, except that Developer may assert claims in small claims court if Developer's claims qualify.

- 12.2. **Rules.** If Developer resides (or headquarters, if Developer is a business) in the Americas, JAMS will administrate the arbitration in Santa Clara County, California pursuant to its Comprehensive Arbitration Rules and Procedures. If Developer resides (or headquarters, if Developer is a business) in Australia, New Zealand, Japan, mainland China, Hong Kong S.A.R., Macau S.A.R., Taiwan R.O.C., the Republic of Korea, India, Sri Lanka, Bangladesh, Nepal, or a member state of the Association of Southeast Asian Nations (ASEAN), then the Singapore International Arbitration Centre (SIAC) will administer the arbitration in Singapore under its Rules of Arbitration, which rules are deemed to be incorporated by reference in this section. Otherwise, the London Court of International Arbitration (LCIA) will administer the arbitration in London under the LCIA Arbitration Rules. There will be one arbitrator that Developer and Adobe both select. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over the parties.
- 12.3. Notwithstanding any provision in this Agreement, Developer or Adobe may request any judicial, administrative, or other authority to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies. This Agreement will not be governed by the following, the application of which is hereby expressly excluded:
- (A) the conflict of law rules of any jurisdiction,
 - (B) the United Nations Convention on Contracts for the International Sale of Goods, and
 - (C) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction.

13. **JURISDICTION-SPECIFIC TERMS.** This section applies to specific jurisdictions. If there is any conflict between this section and other sections, then this section governs in relation to the relevant jurisdiction.

13.1. **New Zealand.** For consumers in New Zealand who obtain the Tools for personal, domestic, or household use (not business purposes), this agreement is subject to the Consumer Guarantees Act.

13.2. **European Economic Area.**

- (A) **Warranty.** If Developer obtained the Tools in the European Economic Area (EEA), Developer usually resides in the EEA and Developer is a consumer (that is, Developer's use of the Tools are for personal, non-business related purposes), then Developer's warranty period with regard to the Tools is the duration of Developer's access to the Tools. Adobe's entire liability related to any warranty claim and Developer's sole and exclusive remedy under any warranty will be limited to either, at Adobe's option, support of the Tools based on the warranty claim, replacement of the Tools, or if support or replacement is not practicable, refund of prepaid and unused subscription fee proportionate to the specific Tool. Furthermore, while these terms apply to any damages claims Developer makes in respect of Developer's use of the Tools, Adobe will be liable for direct losses that are reasonably foreseeable in the event of Adobe's breach of this Agreement. Developer should take all reasonable measures to avoid and reduce damages, in particular by making backup copies of the Tools and Developer's computer data.
- (B) **Decompilation.** Nothing included in these terms limits any non-waivable right to decompile the Tools that Developer may enjoy under the law. For example, if Developer is located in the European Union (EU), Developer may have the right under applicable law to decompile the Tools if it is necessary to do so in order to achieve interoperability of the Tools with another software program and Adobe has not

made this information available. Under this circumstance, Developer must first ask Adobe in writing to provide the information necessary to achieve this interoperability. In addition, the decompilation may only be performed by Developer or someone who may use the Tools on Developer's behalf. Adobe has the right to impose reasonable conditions before providing the information. Developer may use the information Adobe supplies or that Developer obtains only for the purpose described in this paragraph. Developer may not disclose the information to any third party or use the information in a manner that infringes Adobe's copyright or a copyright of one of Adobe's licensors.

13.3. **Australia.** If Developer obtained the Tools in Australia, then the following provision applies,;

(A) Notwithstanding anything stated to the contrary in these terms:

NOTICE TO CONSUMERS IN AUSTRALIA:

Adobe's goods come with guarantees that cannot be excluded under the Australian Consumer Law. Developer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Developer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

14. GENERAL PROVISIONS

14.1. **Assignment.** Developer may not assign Developer's rights or obligations granted under this Agreement without the prior written consent of Adobe.

14.2. **Injunctive Relief.** Actual or threatened breach of certain sections of this Agreement (such as, without limitation, sections on intellectual property (including ownership), license, privacy, data protection and confidentiality) will cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Therefore, in addition to any and all remedies available at law, Adobe will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation thereof.

14.3. **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

14.4. **Notices.** All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, by overnight courier, facsimile or by certified or registered mail, return receipt requested, and shall be deemed given upon delivery in person or by courier, upon receipt of electronic transmission or five (5) days after deposit in the mail. If notice is sent to Adobe, it shall be sent to the attention of General Counsel.

14.5. **Export Rules.** Developer acknowledges that the Tools and the Adobe eSign Service, and Developer's use and handling of the Tools and the Adobe eSign Service, are subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Tools and the Adobe eSign Service. Developer agrees to comply with all such laws, restrictions, and regulations.

14.6. **U.S. Government Licensing.** For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

14.7. **Complete Understanding; Modification; Waiver.** This Agreement constitutes the full and complete understanding and Agreement of the parties hereto and supersedes all prior understandings and agreements. Any waiver, modification or amendment of any provision of this Agreement shall 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.

- 14.8. **Severability.** If any provision of this Agreement is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will continue in full force and effect.
- 14.9. **English Version.** The English version of this Agreement shall be the version used when interpreting or construing this Agreement.

15. DEFINITIONS.

- 15.1. **"Adobe"** means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if Developer resides (or headquarters, if Developer is a business) in North America; otherwise it means Adobe Systems Software Ireland Limited, Unit 3100, Lake Drive, City West Campus, Saggart D24, Republic of Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated.
- 15.2. **"Adobe Document Cloud Electronic Signature Service(s)" or "Adobe eSign Service"** means the online solutions hosted by or on behalf of Adobe that enables individuals and corporate users to electronically sign and manage electronic documents.
- 15.3. **"API Key"** means the unique identifier that authenticates and permits access to the Adobe eSign Service.
- 15.4. **"Confidential Information"** means non-public information (including copies, summaries and extracts) disclosed by Adobe to Developer and including the API Key, which is: (A) identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic or electronic form; or (B) disclosed in non-tangible form, identified as confidential at the time of disclosure and summarized in writing labeled as "confidential" and delivered to Developer within 15 days after disclosure. Confidential Information does not include information that: (1) is or becomes generally publicly available at or after the time of disclosure through no fault of Developer; (2) was known to Developer, free of any confidentiality obligations, before its disclosure by Adobe; (3) becomes known to Developer, free of any confidentiality obligations, from a source other than Adobe; or (4) is independently developed by Developer without use of Confidential Information.
- 15.5. **"Developer,"** means any person or entity using this eSign API, or any component thereof.
- 15.6. **"Developer Programs"** means Developer's applications or services that are designed to interoperate with the Adobe eSign Service through the Tools.
- 15.7. **"Documentation"** means the explanatory materials supplied by or made available online by Adobe related to the Tools.
- 15.8. **"eSign API"** means the Application Programming Interface that facilitates access to the Adobe eSign Service and any upgrades, modified versions, updates, and/or additions thereto.
- 15.9. **"Effective Date"** means the date Developer accepts the terms of this Agreement.
- 15.10. **"Sample Code"** means any software in source code format included within the Tools.
- 15.11. **"Tools"** means the API Key, the eSign API, any Documentation, the Sample Code and any upgrades, modified versions, updates, and additions thereto, if any, provided to Developer by Adobe.
- 15.12. **"Viral Open Source Software"** means software licensed under the GNU General Public License, the GNU Lesser General Public License, or any other license terms that requires, or conditions Developer's use, modification, or distribution of such software on, the disclosure, distribution, or licensing of any other software in source code form, for the purpose of making derivative works, or at no charge.