

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

22-120

SAP Number

Innovation and Technology Department

Department Contract Representative
Telephone Number

Jennifer Mancebo
909-388-5579

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Adobe, Inc
Pierluigi Oliverio
40-821-4461
Perpetual
Non-financial
N/A
Non-financial
1200604048

Briefly describe the general nature of the contract: *Document Cloud Additional Terms of Use with Adobe, Inc., including non-standard terms, to be accepted by the Purchasing Agent upon issuance of the Purchase Order, for an indefinite term, until terminated by either party, for licenses, support and maintenance of Adobe software products used for graphic design, video editing, web development applications, and editing PDF format files.*

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*
Bonnie Uphold, County Counsel

Date *2-2-2022*

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

Document Cloud Additional Terms of Use

Published September 2, 2021. Replaces all prior versions.

These Additional Terms govern your use of Document Cloud and are incorporated by reference into the Adobe General Terms of Use ("**General Terms**") located at www.adobe.com/go/terms. These Additional Terms and the General Terms are collectively referred to as "**Terms**." Capitalized terms not defined here have the same meaning as defined in the General Terms. References to "**Services**" in these Additional Terms are to the Document Cloud services. "**End User**" means any individual or company that receives, reviews, accepts, signs, approves, transmits, delegates action to a third party, or otherwise interacts with the Services.

1. Term and Termination.

1.1 These Additional Terms will continue to apply until terminated by either you or us as set forth in the Terms. In addition to the reasons we may terminate these Additional Terms with you as set forth in the General Terms, we may terminate these Additional Terms if your Services account is used by any unauthorized third parties.

1.2 In addition to the sections set forth in the "Survival" section of the General Terms, the following sections of these Additional Terms will survive any expiration or termination of the Terms: 1.2 (Term and Termination), 2 (Personal Information of End Users), 4 (Service-Specific Terms), and 5 (Security).

2. Personal Information of End Users.

2.1 **Your Responsibilities.** As between us and you, you are solely responsible for all personal information of End Users used and submitted in connection with the Services. You must:

- (A) comply with all data protection and privacy laws and regulations applicable to personal information of End Users, including obtaining and maintaining consent, where required; and
- (B) defend, indemnify, and hold us harmless from any claim, suit or proceeding brought against us by a third party or an End User in connection with any acts or omissions with regards to personal information of End Users.

2.2 **Sensitive Personal Information of End Users.** The Sensitive Personal Information section of the General Terms does not apply to your use of the Services. In connection with your use of the Services:

- (A) You are solely responsible for compliance with any applicable privacy laws and regulations governing the processing of Sensitive Personal Information. We may, as your service provider, provide some functionality within the Services to help you comply with requirements, but you are responsible for implementing compliant functionality;
- (B) You are solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, if applicable, including not collecting information from children under the age of thirteen without first obtaining parental consent;
- (C) You must not collect, process, or store any protected health information, electronic or otherwise, pursuant to the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health; and
- (D) You are solely responsible for compliance with the Payment Card Industry Data Security Standard ("PCI DSS"), if applicable. PCI DSS prohibits using the Services 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.

3. **Promotional Programs.** This section 3 (Promotional Programs) applies to you only if we have granted you special access privileges to the Services under a special program (each, a "**Promotional Program**"). Your right to use the Services under a Promotional Program will terminate immediately upon expiration of the limited time period specified in that Promotional Program. In addition, we reserve the right to discontinue or suspend any Promotional Program or your use of the Services under a Promotional Program at any time for any or no reason. Your rights and the rights of End Users to access Content submitted to your account and processed by the Services under a Promotional Program may terminate immediately upon termination of your use of the Services.

4. Service-Specific Terms. The terms in this section 4 ("**Service-Specific Terms**") apply only to the specific offerings set forth below. In the event of a conflict between Service-Specific Terms and these Additional Terms, the Service-Specific Terms will govern.

4.1 Send. When you send a file using Adobe Send, the file will be automatically uploaded to Adobe's server, and we will notify your End Users when the file is ready for access and/or download. Your recipients can access or download your file by clicking on a link within the email we send to your recipients. We may collect information regarding the receipt and use by a recipient of an Adobe Send file, and we may share that information with you. It is your sole responsibility to notify End Users of the collection and sharing of that information.

4.2 Adobe Review Service. When you share a file using Adobe review service, the file will be automatically uploaded to Adobe's server, and your End Users will be notified when the file is ready for access and download. Your End Users can access and download the file by clicking on a link within the email we send to your End Users and entering the review service. We may collect and store Content and other information from End Users in connection with their use of the review service, and we may share that information with you and other End Users. It is your sole responsibility to notify End Users of the collection and sharing of that information.

4.3 Digital Certificates. The Service may include technology that allows you to apply digital signatures to PDF documents through the use of digital certificates. The Services also apply a certification signature to PDF documents as a proof of their integrity and origin through the use of digital certificates owned by Adobe. You 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.

5. Security.

5.1 Your Responsibilities. You are responsible for configuring and using the security features of the Services to meet your obligations to End Users under applicable privacy, security, and data protection laws and regulations. You are responsible for the security of files that are emailed to End Users from the Services, downloaded from the Services, or which are transferred to a non-Adobe system via an integration feature of the Services. We are not liable for damages arising out of unauthorized access to your account or your Content if you fail to follow secure password composition, management, and protection practices for your account. We will maintain commercially reasonable administrative, physical, and technical safeguards to help protect the security, confidentiality, and integrity of your Content that is under our direct control within the Services.

5.2 Compliance Certifications. The compliance certifications for the Services can be found at <https://www.adobe.com/trust/compliance/compliance-list.html> or its successor website. If your Content is required to be processed or stored in accordance with the requirements of specific compliance certifications, standards, or regulations, you may only use the Services to process or store that Content if the required compliance certifications, standards, or regulations are listed at the website above. For the listed compliance certifications, standards, or regulations, the Services can be used in a way that assists you in meeting your legal obligations, including without limitation as it relates to the use of service providers. You are solely responsible for (a) verifying that the Services meet all requirements applicable to your Content and (b) complying with any legal obligations applicable to your Content.

5.3 Data centers. The location of data centers where the Services store your Content is in the U.S. If your Content is required by standards, laws, or regulations to be stored or processed in a specific location, you may only use the Services to store your Content if the required location is listed in this section 5.3.

6. Miscellaneous.

6.1 Regional Service Limitations. Unless use in a Restricted Country is specifically authorized by Adobe, you are not permitted to use the Services in any Restricted Country. "**Restricted Country**" means mainland China, Russia, and any other country where access or usage is restricted by local laws.

6.2 Throttling. You agree to work with Adobe to create a plan to manage any spikes in demand for system resources driven by your use ("**Spikes**"). In the absence of such collaboration, you agree that Adobe may throttle or otherwise queue your Services-related transactions to manage any Spikes.