

Welcome to Adobe's Customer Feedback Program

The Customer Feedback Program gives you the opportunity to influence the future of Adobe offerings.

IMPORTANT – READ CAREFULLY: By clicking “yes” below and participating in the Program, Company acknowledges notice of the terms contained herein, and agrees to be bound by them. The terms and conditions below comprise a binding agreement between Adobe Inc. (“**Adobe**”) and the other entity accepting this Agreement (“**Company**”). The individual(s) agreeing to be bound by this Agreement represent that they have the authority to bind the respective Parties to the terms of this Agreement.

- 1. PROGRAM PARTICIPATION** Adobe has selected Company to receive certain privileged Adobe Confidential Information solely to participate in meetings and provide Product Input focused on guiding the strategic path of Adobe solutions (“**Program**”). As part of the Program, Company will participate in Program sessions and consents to Adobe making audio and video recordings of any and all Program sessions. By participating in the Feedback Panel, you understand that your company login information and panel participation history will be shared with Experience League for the purpose of awarding badges.
- 2. CONFIDENTIALITY.** Company will not reproduce, use, disseminate, or disclose Confidential Information to any person or entity, except to its employees and authorized representatives (e.g., temporary employees, consultants, and contractors) who need to know the Confidential Information to further the Program and are bound by confidentiality obligations at least as restrictive as this Agreement before having access to the Confidential Information. Further, Company will not disclose, and will not permit any other party to disclose, Confidential Information to any party who is a direct competitor of Adobe. Company is responsible for any breach of this Agreement by any of its representatives. Company will not modify, reverse engineer, create other works from, or disassemble any software programs contained in the Confidential Information without Adobe's prior written consent. Company will treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care. Company will stop use of and return or destroy all tangible Confidential Information promptly upon request, together with any copies, except as otherwise required by law. Company may disclose Confidential Information (A) as approved in a writing signed by Adobe or (B) as necessary to respond to a valid order by a court or other governmental body, as required by law, or as necessary to establish the rights of either party, provided that Company promptly notifies Adobe upon receipt of the disclosure order and 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.
- 3. OWNERSHIP.** Company hereby assigns to Adobe or its designee all rights, title and interest in and to any and all Product Input and Inventions, full title to which may be required to be in the United States by any contract between Adobe and the United States or any of its agencies. Company expressly acknowledges that Adobe is to be the “author,” within the meaning of the United States Copyright Act (“**Act**”), of any Product Input and Inventions developed by Company under this Agreement, and, to that extent, all such Product Input and Inventions created hereunder are considered “works for hire” within the meaning of the Act. At Adobe's request and expense, Company will assist Adobe or its designee in efforts to protect the Inventions. This includes a commitment to execute any documents necessary to perfect or vest in Adobe or its designee all right, title and interest in any Invention developed by Company hereunder. Company's obligation to assign shall not apply to an invention developed outside of the License Term of this Agreement, and without the use of Adobe equipment, supplies, facilities, input, concepts from Program members, other trade secret information of Adobe, or Confidential Information, and provided that the invention does not result from any Product Input developed or provided by Company for Adobe under this Agreement.
- 4. BETA TECHNOLOGY.** If Company is permitted to access Beta Technology as part of the Program, the following terms and conditions apply:
 - 4.1 License to Beta Technology.** Adobe grants Company, during the License Term, a non-transferable, non-exclusive, revocable, license, to: (i) permit Company users to access the Beta Technology and where applicable, Reports, through the applicable interfaces; and (ii) install, implement, and use the

Distributed Code on Company's website or application; in each case, solely in connection with Company's use of the Beta Technology for the Program in accordance with the documentation and any additional requirements specified by Adobe. The Beta Technology may not be sold, transferred, or further distributed without Adobe's prior written authorization. Adobe reserves all other rights not expressly granted in this Agreement.

4.2 Disclaimer and Use with Existing Services. The Beta Technology may contain code that is not fully tested, including errors and faults that may cause data loss or system failure, including functional or performance issues with Existing Services. Adobe will have no obligation to maintain, correct, update, change, modify or otherwise support the Beta Technology. BETA TECHNOLOGY IS PROVIDED "AS IS" AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. ADOBE WILL HAVE NO LIABILITY UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF OR RELATED TO ANY USE OF THE BETA TECHNOLOGY BY COMPANY.

4.3 Company Data. Company owns (or where applicable, must ensure it has a valid license to) the Company Data and Company Content, subject to Adobe's underlying intellectual property in the Beta Technology, and Company grants Adobe and its affiliates a non-exclusive, worldwide, royalty-free license to use the Company Data: (a) to the extent necessary to perform its obligations or enforce its rights under this Agreement; (b) to improve or enhance the Beta Technology or Existing Services, or (c) where required or authorized by law. Further, Company will, at its expense, be solely responsible for all matters relating to Company Data, including without limitation, all costs, obligations, liabilities, and obtaining any necessary consents or permissions associated with the processing and transfer of Company Data with the Beta Technology.

5. TERM. Adobe may revoke Company's ability to participate in the Program and access to the Beta Technology at any time for any reason immediately upon providing notice of such intent. Company may end its participation at any time with written notification (email permitted) to Adobe. Termination will be effective on the date of receipt of such notice, and Company will immediately cease using the Beta Technology. Termination of this Agreement by either party will not affect the rights and obligations of the parties accrued prior to the date of termination. Sections 2, 3, 4, 5, and 6 will survive any termination of this Agreement.

6. GENERAL

6.1 No Partnership. The parties expressly agree that they do not intend for this Agreement to be interpreted as an employment, agency, joint venture or partnership relationship.

6.2 Publicity. Upon Company's additional written approval, Adobe may identify Company on its Program participation lists, marketing and advertising materials, and announce that Company is a product development advisor to Adobe. This includes the use of Company's name, logo, trademark, trade name, service mark, or other commercial designations.

6.3 Governing Law, Venue. This Agreement, which includes all Exhibits attached hereto, or referenced herein, will be governed by and construed in accordance with the substantive laws in force: (a) in the State of California; or (b) in Ireland, but only if the company or individual has its principal place of business or residence (for individuals) in the European Union. The federal courts located in Santa Clara County, California, when California law applies, and the courts of Republic of Ireland, when the law of Ireland applies, will each have exclusive jurisdiction over all disputes relating to this Agreement, and each party hereby consents to such jurisdiction. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

6.4 Notices. Any notice given to Adobe under this Agreement must be in writing by email to the following address: ContractNotifications@adobe.com.

6.5 Injunctive Relief. Company acknowledges and agrees that due to the unique nature of Adobe Confidential Information, there will be no adequate remedy at law for any breach of Company's obligations. Company further acknowledges that any such breach will result in irreparable harm to

Adobe and, therefore, that upon any such breach or any threat thereof, Adobe will be entitled to seek appropriate equitable relief, including but not limited to injunction in addition to whatever remedies Adobe may have at law.

- 6.6 **Assignment.** Company will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Adobe; any such attempted assignment or transfer will be void. Adobe may assign or transfer this Agreement without restriction.
- 6.7 **Waiver, Modification.** Neither party's waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the parties.
- 6.8 **Entire Agreement.** This Agreement contains the entire understanding of the parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter of this Agreement.
- 6.9 **Severability.** If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the term and this Agreement will continue in full force and effect.

7. DEFINITIONS

- 7.1 **"Agreement"** means this agreement together with any supplemental Adobe agreement which may be included with the Beta Technology.
- 7.2 **"Confidential Information"** means this Agreement, Beta Technology, Product Input, Inventions, and all information disclosed to Company under this Agreement, including but not limited to marketing and product development plans, prototypes, intellectual property, trade secrets, know-how, formulations, files, software, processes, Program participant list, Program content, and all information relating to Adobe's past, present and future research, development and business activities. Notwithstanding anything to the contrary herein, the following information will not be deemed Confidential Information: (i) information which is or becomes part of the public domain through no wrongful act by Company; or (ii) information which is rightfully received by Company from a third party without restriction and without breach of this Agreement, or any other duty of confidentiality.
- 7.3 **"Company Data"** means any content, data, and materials that are imported into the Beta Technology by or on behalf of Company: (a) from Company's or a third-party's data stores; (b) from an Existing Services; or (c) that is collected via the Distributed Code, in connection with Company's use of the Beta Technology.
- 7.4 **"Distributed Code"** means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by Adobe for use of the Beta Technology.
- 7.5 **"Existing Services"** means the Adobe service(s) Company licensed (or may license or use in the future), subject to the terms of a separate written agreement with Adobe.
- 7.6 **"Inventions"** means any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets that Company may conceive, develop, or reduce to practice while participating in the Program.
- 7.7 **"License Term"** means the period from when Adobe makes the Beta Technology available to Company until Adobe notifies Company that testing is over or otherwise restricts access to the Beta Technology.
- 7.8 **"Beta Technology"** means any software or technology services, whether hosted by Company or by Adobe, that is made available to Company by Adobe in connection with the Program and has been designated as alpha, beta, limited release, developer preview, or by other similar description.
- 7.9 **"Product Input"** means all feedback, ideas, concepts, suggestions, improvements, designs, and recommendations (including Inventions) made by Company in connection with Company's participation in the Program.
- 7.10 **"Report"** means any graphical or numerical display of Company Data that contains Adobe's proprietary design, look and feel, and is generated by the Beta Technology.

Check here to indicate that you have read agree to the terms and conditions above.