

Adobe® LeanPrint Enterprise Edition and Adobe® LeanPrint Small Business Edition Dashboard Online Services Additional Terms of Use

Agreement

Effective Date: 14th January, 2013

1. Acceptance of Adobe.com Terms of Use.

Welcome to Adobe LeanPrint dashboard services, this allows you to access Adobe-hosted online dashboard pages which contain the analytics data to show your print usage, costs and savings done, by use of Adobe LeanPrint (the “Service”). Your use of the Service is subject to these Additional Terms, which supplement the Adobe.com Terms of Service (“**General Terms**”) located at <http://www.adobe.com/go/terms> and incorporated herein by reference. If any future changes to this Agreement (as defined below) are unacceptable to you, (a) you should refuse to accept any updated terms proposed to you by Adobe; (b) you must discontinue using the Services; and (c) you may terminate this Agreement in accordance with Section 12 (Termination). The Service is controlled, operated and administered by Adobe Systems Incorporated, a United States company, from its offices in the U.S., and by using the Service; you agree to be bound by the laws of the United States and Section 23 of the General Terms regarding the resolution of disputes. Adobe Systems Incorporated (“Adobe”) reserves the right to update and change, from time to time, these Additional Terms and all documents incorporated by reference. You can always find the most recent version of these Additional Terms at <http://www.adobe.com/misc/terms.html> and the most recent version of the General Terms at the URL indicated above. Capitalized terms used in these Additional Terms shall be defined as set forth in the General Terms or in these Additional Terms. In the event of any inconsistency between these Additional Terms and the General Terms, these Additional Terms shall control with respect to the Service.

2. Additional Definitions.

“**Print Data**” means any information or materials generated by your use of a licensed copy of Adobe LeanPrint software and uploaded in connection with your use of the Service, which includes usage and savings data like but not limited to print applications, toner saving, paper savings, printer information, print mode - Super saver or ink saver.

“**Adobe LeanPrint Dashboard**” means a website/portal for storing and reporting Print Data.

“**Data Analytics**” means the analysis of (i) your print usage from all applications and (ii) savings made by you by using Adobe LeanPrint instead of conventional printing, and (iii) the representation of usage and savings analysis in graphical, numerical, and other forms.

“**Permitted Number**” means one (1) unless otherwise indicated under a valid license granted by Adobe.

“**Software**” means a licensed copy of Adobe LeanPrint Enterprise Edition and/or Adobe® LeanPrint Small Business Edition.

3. Use of the Services.

3.1. **Your Agreement.** Your assent to this Agreement allows you to use one or more of the Services. This Agreement is enforceable against you and, if applicable, to a particular Service, any legal entity on whose behalf the Service is used. Adobe may modify or discontinue, temporarily or permanently and/or add new Services, aspects, or features to certain Services (“Features”) from time to time at its sole discretion. You are not entitled to use such new Services or Features unless you agree to new or amended terms presented to you by Adobe, if any. In addition, changes to the Adobe Online Privacy Policy may also occur from time to time, and changes will be communicated via the adobe.com Web site.

3.2. **Authority to Use Services.** You represent and warrant that you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder including having a valid license to use the Software applications that generate Print Data.

3.3. **Access to Services.** You acknowledge that your ability to access the Services may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that you are responsible for paying such fees. Adobe is not responsible for any equipment you may need to be able to access the Services.

3.4. **Log-In Information.** To gain access to and use the Services, you may be required to create an Adobe ID and password or other log-in ID and password, which may include validation of/by serial number(s) for the Adobe LeanPrint (“Log-In Information”). You are responsible for all activity occurring under your Log-In Information, and you must keep your Log-In Information confidential and not share your Log-In Information with third parties. Adobe has no obligation or responsibility with regard to your use, distribution, disclosure, or management of Log-In Information. Notwithstanding the foregoing, Adobe may require you to change your Log-In Information if such Log-In Information is inconsistent with the terms of this Agreement.

3.5. Ability to Accept Agreement. You affirm that you are either at least eighteen (18) years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms and conditions set forth in this Agreement, and to abide by and comply with this Agreement. **In any case, you affirm that you are over the age of thirteen (13), as the Services are not intended for children under thirteen (13) years of age.**

3.6. License to Use the Services.

Subject to your compliance with the terms and conditions of this Agreement, Adobe grants to you a non-exclusive, non-transferable, revocable right to (a) access and use the Services; (b) access and view the Data Analytics related to your Print Data to use the Software more effectively and to share the Print Data with others you choose, provided, You agree that you, not Adobe, are entirely responsible for all of Print Data that you share, whether publicly posted or privately transmitted. You assume all risks associated with its use, including any reliance on its accuracy, completeness, or usefulness. The Print Data including Savings is an approximation based on the information provided by you about your printing and print set up; certain pre-determined parameters, presumptions and software algorithms. It may differ from actuals. No claim is made about its accuracy, completeness or usefulness.

In addition to the other terms of this Agreement, as a trial user of the Services, your right to access and use the Services is limited as provided in the e-mail communication from Adobe acknowledging your right to use the Services, or as provided in the Web pages describing trial use of the Services. These trial Services might be offered by Adobe at a later time with different features, for a fee, or not at all, as determined by Adobe in its sole discretion. In order to maintain a consistent quality of service, Adobe reserves the right to temporarily suspend trial access to the Services as needed.

4. Collection of Personal Information.

The terms of the Adobe Online Privacy Policy at <http://www.adobe.com/go/privacy> and the terms of this Section 4 (Collection of Personal Information) govern Adobe's collection and use of your information. This Section 4 describes the collection of information by this Service that takes place in addition to what is described in the Adobe Online Privacy Policy. You agree and acknowledge that your Information collected through the Services or in connection with the Services is collected on behalf of Adobe Systems Incorporated and may be transferred across national boundaries and stored and processed in any of the countries around the world in which Adobe maintains offices, including the United States.

(a) What Adobe Collects

(i) Information You Provide to Adobe – Required

When you register to use the Service, you are required to provide certain information as part of the registration process which may include, but is not limited to, your organization name, your first and last name, a valid email address, a password, your country of residence (“Required Personal Data”). If you do not provide this information, you will not be permitted to create an account and therefore will not be able to use the service in any way.

(ii) Information You Provide to Adobe – Optional

Adobe may request that you provide us with additional information that tells us more about you – more about your interests, preferences, demographic, how you learned about the Service and what other Adobe products and services you use (“Optional Personal Data”). You are under no obligation to provide this information to Adobe; it is completely voluntary.

(iii) Automatic Information Gathering – Required

Once you register for the Service, and whenever you sign in and use the Service thereafter, Adobe automatically collects and retains certain information including but not limited to printer name, printer information, the amount of storage space you are using, Permitted Number of users, the date and time of each sign-in, etc.; Adobe may also collect the name of the Internet service provider and the Internet Protocol address through which you access the Internet; the time you access the Services; and the name, version number, and language preference of the software product from which you linked directly to the Services (“Specific Server Data”). Collection of this information is integral to the Service, and, as we explain in Section 4(b)(i) below, we cannot provide the functionality of the Service without it. If you do not wish to have this information collected by Adobe and used for the purposes described below, then please do not use the Service.

(iii) Automatic Information Gathering – Optional

Adobe may request that you provide us with additional information that tells us more about your behaviors while using the Service like machine name or the username (“Optional Data”).

(b) How Adobe Uses Your Information

(i) Operation of the Service

Adobe uses the Required Personal Data and the Specific Server Data for purposes of operating the Service including for purposes of communicating to you about operational topics. For instance, if your membership is about to expire, we will use the information you provide to communicate that fact to you. In order to honor your requests to share or keep your content private, we rely on Specific Server Data.

(ii) Analysis

Some of the Optional Personal Data and Specific Server Data are used by Adobe for improving our Service and for internal auditing, analysis and reporting purposes.

(iii) Personalization.

The Service is a smart and dynamic service, meaning that part of the value Adobe offers through this Service is a customized experience where we present various types of information and content about the Service that we think you will find relevant. As a result, some of the Required Personal Data, Optional Personal Data and Specific Server Data are used by Adobe for purposes that include, but are not limited to, delivering and displaying customized dynamic content and providing messages to you about the Service and your use of the Service (“Customized Content”). This content will be shared with, delivered and displayed to you in a number of ways, including within the Service and through email messages (provided you have opted to receive email communications from Adobe).

(iv) Contextual Advertising.

Adobe may also use Required, Personal Data, Optional Personal Data and Specific Server Data to advertise new products and services including those offered by Adobe and by third parties and that we think will be of interest to you in light of your behaviors while using the Service (“Contextual Ads”). These Contextual Ads may be shared with, delivered and displayed to you in a number of ways including within the Service and through email messages (provided you have opted to receive email communications from Adobe). If Adobe adds this feature, you will be able to choose whether or not to have your information used for such purpose by changing your marketing preferences within the Service by accessing the Adobe communications preferences page at <http://www.adobe.com/account.html> . However, Adobe will continue to provide general advertising from within the service and through email communications (provided you have opted to receive email communications from Adobe).

(v) Email Marketing Communications.

We might use the various types of information we collect to communicate with you via email for marketing purposes. If you do not wish to receive marketing based email communications from Adobe, you can opt-out at the time of registration or you can change your marketing preferences any time thereafter by accessing the Adobe communications preferences page at <http://www.adobe.com/account.html>.

5. Availability.

Adobe uses reasonable efforts to make the Service available 24 hours a day, 7 days a week. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and repairs, or as a result of failure of telecommunications links and equipment that are beyond our control. We will take reasonable steps to minimize such disruption, to the extent it is within our reasonable control.

6. Conduct.

6.1. Use Restrictions. In connection with your access or use of the Service, you agree not to:

- (a) Introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer or property or information;
- (b) Consume a disproportionate amount of CPU time, bandwidth, memory storage space, or any other system or network resources;
- (c) use the Service in any manner that could damage, disable, overburden, or impair any Adobe server, or the network(s) connected to any Adobe server or interfere with any other party's use and enjoyment of the Service;
- (d) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any Adobe server or to the Service, through hacking, password mining, or any other means;
- (e) Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service;
- (f) use the Service or the Add-In on a timeshare or service bureau basis;
- (g) host, on a subscription, membership, or pay-per-use basis or otherwise, the Service or the Add-In, including any related application, (i) to permit a third party to use the Service to create any content, or (ii) to conduct conferences or online meeting services for a third party;
- (h) engage in any systematic extraction of data or data fields, including without limitation email addresses;

(i) disclose, harvest, or otherwise collect personally identifying information, including email addresses, or other private information about any third party without that party's express consent;

(j) transmit junk mail, spam, surveys, contests, pyramid schemes, chain letters, or other unsolicited email or duplicative messages;

(k) sell, resell, lend, lease, or rent access to or use of the Service or any portion of the Service, or otherwise transfer any rights to use or access the Services (including without limitation, on a subscription, membership, pay-per-use, time share, computer service business, or service bureau basis);

(l) bundle or incorporate the Service with or into any other service, offering, or solution for sale, resale, rent, or lease to third parties;

(m) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

(n) falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations, or labels of the origin or source of software or other material contained in a file that is uploaded;

(o) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same; or

(q) use the Service for malicious injection of dial tone multi-frequency ("DTMF") commands.

7. Adobe Access to Print Data.

You acknowledge that the Services are automated (e.g., Print Data is uploaded using software tools) and that Adobe personnel will not access, view, to any Print Data, except as reasonably necessary to perform the Services, including but not limited to the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by Adobe in good faith to conform to legal requirements or comply with legal process; or (d) enforce this Agreement, including investigation of potential violations hereof, as further described in Section 15 (Investigations) of the General Terms of Use.

8. Payment.

8.1. Service Fees. Use of the Services is subject to your payment of fees (the “Service Fees”), which may vary according to the Service, Features, or Service Term you have chosen. From the date of activation License of the Adobe LeanPrint SMB/Enterprises along with the Service, you shall be entitled to use the Service for one year without payment of any Service Fee unless you have agreed to a different terms in writing. Thereafter, depending upon the plan and/or subscription you have chosen to use the Service (the “Service Term”), you shall be liable to pay the Service Fees in advance for each Service Term. You are responsible for paying all taxes levied in connection with your use of the Services. For additional information on payment and taxes, please visit the Adobe Store at <http://store.adobe.com/store/general/customerservice.jhtml> or any successor Web page thereto. Your credit card company or bank may impose on you other fees, such as foreign exchange fees, in connection with your payment of the Service Fees, and Adobe has no connection to or responsibility for such fees. Your ability to access the Services may require payment of third-party fees (such as ISP, data plan, etc.). Adobe has no connection to or responsibility for such fees.

(b) Collection of Service Fee. You agree that in the event Adobe is unable to collect the Service Fees owed by you, Adobe may take steps it deems necessary to collect such Service Fees from you and that you will be responsible for all costs and expenses incurred by Adobe in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that Adobe may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

8.3 Cancellations and Refunds. All fees and charges paid by you in relation to the Service are nonrefundable, except as otherwise stated herein.

8.4 Changes in Price and/or Terms. Adobe may at any time, upon notice required by applicable law, (a) change the price of the Services; (b) institute new charges or fees; or (c) change these Additional Terms of Use. Price changes and institution of new charges implemented during your Service Term will apply to subsequent terms and to all new users after the effective date of the change. If you do not agree to any such price changes, then you must either cancel the applicable paid services or cancel your account and stop using the Service. Your continued use of the Service after the effective date of any such change shall constitute your acceptance of such change.

9. DISCLAIMER OF WARRANTIES.

9.1 THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE BASIS” “WITH ALL FAULTS” AND WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW, ADOBE, ITS AFFILIATES, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, RESELLERS, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES DISCLAIM ALL

WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ADOBE DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE, OR THAT ADOBE'S SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ADOBE'S SECURITY PROCEDURES AND MECHANISMS WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO INFORMATION OR CONTENT BY THIRD PARTIES.

9.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

10. Limitation of Liability.

10.1 NEITHER ADOBE NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE THE SERVICES OR ACCESS DATA, INFORMATION OR PRINT DATA OR CONTENT, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES AND BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTE, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADOBE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10.2 ADOBE'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE RELEVANT SERVICE(S) IN THE LAST TWELVE (12) MONTHS, IF ANY. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. UNLESS AGREED OTHERWISE IN WRITING, ADOBE'S SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY REASON.

10.3 THE LIMITATIONS ON LIABILITY IN THIS SECTION 10 (LIMITATIONS OF LIABILITY) ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. NOTHING CONTAINED IN THIS AGREEMENT LIMITS ADOBE'S LIABILITY TO YOU IN THE EVENT OF DEATH OR PERSONAL INJURY RESULTING FROM ADOBE'S GROSS NEGLIGENCE.

11. Storage of Your Print Data.

Adobe stores your Print Data in accordance with Adobe's then-current storage policies. If you have concerns about such storage policies, please contact: leanprint@adobe.com. Adobe may delete, as applicable, all or portions of your Print Data upon termination of this Agreement.

12. Termination.

12.1 This Agreement will continue to apply until terminated by either you or Adobe as set forth in the General Terms. In addition to the reasons Adobe may terminate this Agreement with you as set forth in the General Terms of Use, Adobe may terminate this Agreement if your Services account is used by any third parties. Upon termination of your use of the Service by you or by Adobe for any other reason other than for cause, Adobe will make reasonable effort to notify you at least thirty (30) days prior to termination, at the email address you provide Adobe as part of your registration, with instructions on how to retrieve Print Data prior to such termination. Adobe reserves the right to delete any data files associated with Content, Information, or your or use of the Services upon termination of the Services.

12.2. Upon expiration or termination of this Agreement, you shall promptly discontinue use of the Services. In addition to the sections set forth in Section 19.5 of the General Terms, the following sections of these Additional Terms shall survive any expiration or termination of these Terms: 1-2, 3.2, 4, 8-13.

12.3. Termination of Trial Services. Your right to use the Services on a trial basis shall terminate immediately upon expiration of the limited time period granted at the time you subscribed to the Services on a trial basis. In addition, Adobe reserves the right, for any reason in its sole discretion without prior notice, to discontinue or suspend your trial use, and to terminate your trial account. Your rights to access Print Data, processed by the Services shall terminate immediately upon termination of your right to use the Services.

13. Miscellaneous.

You are solely responsible for your familiarity and compliance with any laws that may prohibit you from participating in or using any part of the Services. In the event these Additional Terms, the General Terms and the Adobe Online Privacy Policy conflict, the documents shall have the following order of precedence: (i) Additional Terms, (ii) the Adobe Online Privacy Policy, and (iii) General Terms.

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