

Adobe Experience Manager Cloud Service Headless Trial Terms and Conditions

Overview. Adobe is providing a limited trial of Adobe Experience Manager ("**AEM**") as a Cloud Service Headless, which Customer may test and evaluate, subject to these Terms (the "**Trial Environment**").

Agreement. Your access to and use of the Trial Environment is governed by these Terms and Conditions, the Adobe Experience Cloud Terms of Use available <u>here</u>, and the current Adobe General Terms available <u>here</u> (collectively, the "**Terms**"). These Terms are concluded between Adobe, Inc. ("**Adobe**") and the company which you represent ("**Customer**", and together with Adobe, the "**Parties**"). These Terms and Conditions control in the event of any conflict with the Adobe General Terms and Adobe Experience Cloud Terms of Use. By clicking "Continue" on the trial sign-up page or otherwise indicating your acceptance, you confirm your acceptance of these Terms on behalf of yourself, the Customer, and other employees, agents, or contractors of the Customer who access or use the Trial Environment.

Evaluation Term. The license provided below shall be effective from the date Adobe first provides Customer access to the Trial Environment following Customer's signature below, to the earlier of (a) 30 days thereafter, (b) the date of mutual execution of a full enterprise license agreement between the Parties under which Customer purchases any of the AEM products offered as part of the Trial Environment, or (c) any other termination at the discretion of Adobe (the "**Evaluation Term**").

License. The Trial Environment may include any AEM products provided at the discretion of Adobe. Adobe grants to Customer, during the Evaluation Term, a non-exclusive, limited license to access and use the Trial Environment for non-production, evaluation purposes only of the products provided.

Restrictions. Customer acknowledges that the Trial Environment will not be converted to a commerciallyusable environment and therefore Customer should upload only test/dummy data or data which it has backed up elsewhere. Customer may not upload to the Trial Environment any sensitive data, including any personally-identifiable information, as such term is defined under applicable laws and regulations. Customer may not load-, performance- or otherwise stress-test the Trial Environment. Customer may not make the Trial Environment available in any non-production way nor for any commercial purpose.

Termination. Adobe may terminate the Terms and Customer's access to the Trial Environment at any time upon notice and without any liability to Customer or any third party. Once the Terms are terminated, Customer may no longer access or use the Trial Environment and Adobe may delete all data associated with the Trial Environment without liability to Customer or any other party. For the avoidance of doubt, no portion of the Trial Environment will transfer to or otherwise become part of any paid version thereof upon the execution of an enterprise license agreement between the Parties.

Disclaimer. The Trial Environment is being provided "as is" and Adobe, its affiliates, and third-party providers disclaim and make no representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy. No technical nor other support is included for the Trial Environment.

The Trial Environment does not constitute Indemnified Technology and anything Customer creates for or using the Trial Environment will not constitute Customer Customizations.

By continuing with the trial, the authorized signatory represents that they have the authority to bind Customer to these Terms.