
**SELF-INSURED SHORT TERM DISABILITY
PLAN
ADMINISTRATIVE SERVICES ONLY AGREEMENT**
Calculation Arrangement with Checks

Plan Sponsored By:

Adobe Inc.
345 Park Ave.
San Jose, CA 95110

Services Provided By:

The Lincoln National Life Insurance Company

ADMINISTRATIVE SERVICES ONLY AGREEMENT

This Agreement is entered into between Adobe Inc., hereinafter referred to as the Sponsor, and The Lincoln National Life Insurance Company, hereinafter referred to as Lincoln, and is effective on the date specified in Part Six.

WHEREAS, the Sponsor has established a self-insured Short Term Disability Plan, hereinafter called the Plan, which is outlined in the Plan Description attached to this Agreement as Annex A; and

WHEREAS, the Sponsor has requested Lincoln to furnish the services described in Annex B attached to this Agreement, hereinafter referred to as the Services, with respect to the Plan;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Sponsor and Lincoln agree as follows:

Part One. GENERAL PROVISIONS

- A. Except with respect to the extent the authority to review denied claims has been delegated to Lincoln and such delegation is referenced in Annex B, final authority and responsibility for the Plan and its operation are vested in the Sponsor, and Lincoln is empowered to act on behalf of the Sponsor for the Plan only as expressly stated in this Agreement or as mutually agreed in writing by Lincoln and the Sponsor.
- B. It is understood that the legal and tax status of the Plan under applicable law are matters for the Sponsor's determination, and that Lincoln bears no such responsibility. It is further understood that Lincoln is neither the Administrator, a Fiduciary nor a named Fiduciary of the Plan for purposes of the Employee Retirement Income Security Act of 1974 or any state law of a similar nature, except to the extent that Lincoln has agreed to assume the role of the "appropriate named fiduciary" under section 503 of ERISA to provide a full and fair review of any denials of claims for benefits under the plan and such agreement is specifically referenced in Annex B. Notwithstanding Lincoln's appointment as an "appropriate named fiduciary" under section 503 of ERISA, Lincoln shall bear no liability for or obligation to pay benefits due under the Plan or for legal fees associated with any claim, appeal or litigation relating to claims determinations made pursuant to this Agreement. Sponsor shall be liable for all claims benefit payments due under the Plan and the cost of all legal fees associated with any claim, appeal or litigation relating to claims for benefits due under the Plan subject to Lincoln's obligation to indemnify the Sponsor as described herein.

Part Two. LINCOLN'S OBLIGATIONS

- A. On behalf of the Sponsor, Lincoln will perform the Services described in Annex B in connection with the Plan.
- B. On the dates specified in Annex C, Lincoln will report to the Sponsor the amount of the charges for the Services performed since the date of the last report.
- C. Lincoln will furnish other reports, as requested by the Sponsor and agreed to in writing by Lincoln, regarding this Agreement.
- D. Lincoln will maintain a copy of all records used in the performance of any Service for the six (6) years following the calendar year in which the Service was performed. Thereafter, or in the event of this Agreement's earlier termination, at the Sponsor's request, Lincoln will prepare a summary of recommended claims activity for the last 12 months.

The Sponsor, after giving Lincoln 30 business days' written notice, may review and audit any such records in Lincoln's possession at any time during Lincoln's normal business hours.

ADMINISTRATIVE SERVICES ONLY AGREEMENT

(Continued)

All claims records are the property of the Sponsor and will be returned to the Sponsor after the termination of this Agreement, except that Lincoln may retain copies of any records which relate to its review of denied claims.

Sponsor understands and agrees that certain information (as an example and not in limitation data entered into a claim record, treatment record, statistical or actuarial record) some of which may be personal information provided to or acquired by Lincoln in the course of providing insurance and insurance related services hereunder becomes part of the business records of Lincoln, its subsidiaries, affiliates, or parent companies ("Insurance Company Records") and Insurance Company Records are required to be maintained by Lincoln pursuant to law and regulation and the ordinary conduct of its business. Sponsor understands and agrees further that data and statistics derivative of Insurance Company Records are created and used by Lincoln, its subsidiaries, affiliates or parent companies in conduct of its business of insurance for the following purposes: underwriting, rate making, insurance research, fraud detection, fraud prevention, authorized disclosures to an insurance information bureau, performance under this Agreement or as required by law. Sponsor understands and agrees that nothing in this Agreement shall require Lincoln, its subsidiaries, affiliates or parent companies to destroy, fail to maintain or deny use of Insurance Company Records or the creation and use of derivative data in the ordinary conduct of the insurance business of Lincoln, its subsidiaries, affiliates, or parent companies. To the extent that the Insurance Company Records contain Adobe Information (as defined in Exhibit A: Information Security & Privacy Requirements), Lincoln agrees that it will process or store the Insurance Company Records in accordance with the terms in Exhibit A. These privacy and security controls will remain so long as Insurance Company Records are processed or stored by Lincoln, even after the agreement has expired or terminated for any reason.

- E. Lincoln will indemnify and hold harmless the Sponsor and its directors, officers and employees from any claims, lawsuits, settlements, judgments, costs, penalties and expenses, including but not limited to attorneys' fees if it is determined that any such liability was the direct consequence of (i) breach of fiduciary duty in connection with its role as the "appropriate named fiduciary" as set forth in Part One. B, criminal conduct, negligence, gross negligence or fraud on Lincoln's part or any of its directors, officers or employees; (ii) breach of Confidentiality as set forth in Section F by Lincoln or any of its directors, officers or employees; or (iii) Lincoln acted arbitrarily or capriciously with respect to the processing of any claim for benefits, provided however that in no event shall Lincoln be liable for the payment of Plan benefits from its own funds. The Sponsor shall provide prompt and written notice to Lincoln and consult with Lincoln with respect to any liability for which it claims indemnity under this provision.
- F. Confidential Information includes any and all (a) technical and non-technical information disclosed by Adobe, (b) information concerning Adobe's research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, suppliers, manufacturing, production, customer lists, Adobe Information (as defined in Exhibit A) email addresses, business forecasts and information, personnel, sales and merchandising and marketing plans and information, and (c) proprietary or confidential information of any third party who may disclose such information to Adobe or Lincoln in the course of Adobe's business. Lincoln shall not disclose or use any Confidential Information except for purposes of carrying out this Agreement, pursuant to an authorization, or as required or permitted by applicable state or federal law or regulation governing the use or disclosure of medical records and non-public personally identifiable information, including any state or federal laws pertaining to the confidentiality of medical records that include diagnosis and treatment for HIV and psychiatric or substance abuse conditions and problems. "Non-public personally identifiable information" is financial or medical information of or concerning a claimant which either has been obtained from sources which are not available to the general public or obtained from the person who is the subject of the information. If Lincoln will retain or store any Confidential Information in any manner, Lincoln will comply with the Information Security requirements set forth in Exhibit A (the Information Security and Privacy Requirements).

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ADMINISTRATIVE SERVICES ONLY AGREEMENT

(Continued)

Part Three. THE SPONSOR'S OBLIGATIONS

- A. The Sponsor will:
1. furnish any information specifically required in Annex B;
 2. establish and maintain such accounts and records, assume such responsibilities and perform such functions required in that Annex; and
 3. furnish to Lincoln any other information that Lincoln may require to provide the Services.
- B. Lincoln will not be considered to have failed to perform its obligations under this Agreement if any delay or non-performance on its part is due to the Sponsor's failure to discharge its own obligations promptly.
- C. The Sponsor will provide Lincoln with the names of individuals authorized to act for the Sponsor in connection with this Agreement, together with a statement regarding the extent of their authority.
- D. The Sponsor will indemnify and hold harmless Lincoln and its directors, officers and employees from any claims, lawsuits, settlements, judgments, costs, penalties and expenses, including but not limited to attorneys' fees resulting from or arising out of or in connection with any function of Lincoln under this Agreement, unless it is determined that the liability was the direct consequence of criminal conduct, breach of fiduciary duty in connection with Lincoln's role as the "appropriate named fiduciary" as designated in Part One. B, negligence or fraud on Lincoln's part or any of its directors, officers or employees. Lincoln shall provide prompt and written notice to the Sponsor and consult with the Sponsor with respect to any liability for which it claims indemnity under this provision.
- E. When applicable, the Sponsor will reimburse Lincoln for premium taxes or similar gross receipts taxes attributable to this Agreement, any related interest, fines or penalty charges, and any expenses incurred in reasonable legal efforts to avoid tax liability, whether successful or not. Lincoln will make reasonable legal efforts to avoid liability for any such taxes, interest, or penalties. But Lincoln need not make any such efforts, after consulting with the Sponsor, which in Lincoln's best reasonable judgment are unwarranted in view of any of the following conditions:
1. the prospects for success,
 2. the amounts at stake,
 3. the number of taxable years affected,
 4. the value of the case as a precedent,
 5. the time and expense involved, or
 6. the potential effects on Lincoln's other business.

Reimbursement will be paid by the Sponsor within 30 days of Lincoln's notification.

Part Four. CHARGES FOR THE SERVICES

- A. Charges for Services will be according to the Schedule of Charges described in Annex C attached to this Agreement. Charges will be payable to Lincoln by the Sponsor within 60 days after each date on which Lincoln notifies the Sponsor of the amount of the charges for the Services performed. Lincoln will bill the Sponsor directly for its charges for the Services.

ADMINISTRATIVE SERVICES ONLY AGREEMENT

(Continued)

- B. Lincoln may change the rates set forth in Annex C, "Administrative Service Charges", upon giving at least 31 days' prior written notice of such change, and upon written confirmation by Sponsor. Subject to the agreement not to increase such rates for certain periods as specified in Annex C, no such changes will be made more often than once during any 12-month period that this Agreement is in effect. However, Lincoln may change the rates set forth in Annex C, "Administrative Service Charges", and the once-a-year restriction, and any agreement not to increase these rates for a certain period will not apply if any of the following events occur:
1. the number of covered lives changes by 15%; or
 2. the Sponsor modifies its Plan; or
 3. the Sponsor requests that Lincoln provide additional Services.

Such change will become effective on the date Lincoln and Sponsor designate and will form a part of this Agreement.

Part Five. TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by the mutual agreement of both parties, by Lincoln upon 60 days advance written notice to the Sponsor, or by the Sponsor upon 30 days advance written notice to Lincoln. Alternatively, this Agreement will terminate on the earliest of:
1. the date specified in a written notice Lincoln provides to the Sponsor of Lincoln's intent to terminate this Agreement because of the Sponsor's failure to remit to Lincoln charges for Services within 60 days from the date they were due.
 2. the date specified in a written notice Lincoln provides to the Sponsor of Lincoln's intent to terminate this Agreement because any state or other jurisdiction enacts a law or interprets existing law in a manner which Lincoln has determined, upon the advice of its counsel, will prohibit the continuance of this Agreement;
 3. termination of the Plan;
 4. modification of the Plan. However, the modification will not have the effect of terminating this Agreement:
 - a. if this Agreement is changed to make the modified plan the Plan under this Agreement; or
 - b. while this Agreement is being continued, by mutual agreement between Lincoln and the Sponsor, in anticipation of such a change.
 5. the date specified in a written notice given by Lincoln to the Sponsor of Lincoln's intent to terminate this Agreement because of the Sponsor's failure to reimburse Lincoln for any benefit payments that Lincoln may make in good faith on the Sponsor's behalf, within 24 hours of receipt of the Funding Report.
- B. In the event that this Agreement terminates, Lincoln will stop furnishing claims management Services at 12:01 A.M. on the termination date. Lincoln will continue to provide services with respect to open and active claims that are under Lincoln's management prior to the termination date of this Agreement. All provisions of this Agreement will continue in effect with respect to such services.
- C. The rights and duties contained in any indemnification and/or hold harmless provisions of this Agreement will survive its termination.

ADMINISTRATIVE SERVICES ONLY AGREEMENT
(Continued)

Part Six. MISCELLANEOUS PROVISIONS

A. This Agreement includes all attached Annexes and may be changed by an amendment signed by the Sponsor and a Lincoln officer.

No term or provision of this Agreement will be waived, and no breach will be excused, unless the waiver or consent is signed by the party claimed to have waived or given consent.

B. The parties to this Agreement will promptly advise each other in writing of any potential or actual legal or regulatory proceedings concerning the Plan or the activities of either party with respect to the Plan. Furthermore, the parties agree to cooperate with each other about potential or actual legal or regulatory proceedings.

C. Any of the functions to be performed by Lincoln under this Agreement may be performed by Lincoln or any of its subsidiaries, affiliates, or parent companies, or any independent entity with whom Lincoln contracts. The references in Subpart Three. D and Three. E of the Agreement and I.A.2 of Annex B to Lincoln, its directors, officers and employees, will also include such parent, affiliate or subsidiary, its directors, officers, and employees and such independent entity.

D. The Sponsor authorizes Lincoln to communicate to any reinsurer, with whom the Sponsor may contract for excess coverage, such timely information concerning the Sponsor's operations and loss experience as the reinsurer may require.

E. Notwithstanding any other provision to the contrary, a party to this agreement will have sole discretion in determining whether any claim or suit, arising by reason of any liability or alleged liability solely of that party in connection with the performance of any of its functions under this Agreement, will be paid, compromised, litigated or appealed, and will also have sole discretion regarding all matters of procedure and defense for any such claim or suit.

F. While this Agreement is in effect and within one (1) year after its termination and no more than once during any 12-month period, Lincoln, after giving the Sponsor 30 business days' written notice, may, at its sole expense, audit the Sponsor's, and any affiliated employer's books and records which are relevant to the self-billing processes for Services under this Agreement.

G. This Agreement shall be governed by applicable federal law and by the laws of the state of California.

ADMINISTRATIVE SERVICES ONLY AGREEMENT
(Continued)

H. The effective date of this Agreement is: **November 1, 2015**

The number of this Agreement is: **PD3-860-038747-02**

IN WITNESS WHEREOF, Lincoln and the Sponsor have caused this Agreement to be executed in *duplicate* by their respective officers duly authorized to do so.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

A handwritten signature in cursive script that reads "Nancy Goelwin".

Vice President, LFG Underwriting

The Lincoln National Life Insurance Company

**ANNEX A
of
ADMINISTRATIVE SERVICES ONLY**

AGREEMENT BENEFIT DESCRIPTION

Adobe Inc.'s Short Term Disability Plan is self-funded. The Lincoln National Life Insurance Company provides claim administrative services. The Sponsor agrees to pay the benefits provided by this Plan in accordance with its provisions. The Sponsor's Short Term Disability Plan is governed by the Employee Retirement Income Security Act (ERISA).

PLEASE READ THIS PLAN CAREFULLY FOR FULL DETAILS.

Adobe Inc.

Adobe Inc. Short Term Disability Plan

August 1, 2012

The information contained in this document is merely a compilation of the Company's short-term disability plan provisions for use in administering claims handling and is not intended to be a Plan document on which a participant may rely for benefits. The Company has reviewed and approved the summary of the Plan's provisions contained herein. The Company is the Plan Fiduciary.

The Plan provides short term disability (STD) benefits to eligible participants under the terms and conditions of the Plan. The Plan is a self-funded welfare benefit plan (Plan). The Plan is administered by Adobe Inc. (Company).

The Lincoln National Life Insurance Company (Lincoln) provides non-fiduciary claim processing services to the Plan. The Plan is not insured by Lincoln, and Lincoln has not issued any insurance policy that would fund benefits under the Plan. Lincoln is not responsible to fund the payment of any benefits under the Plan. All benefits are funded by Employer contributions.

This document provides a summarized explanation of the Plan benefits in effect as of the date on the front page of this document. The master plan, if any, more fully describes the terms and conditions of the Plan. If the terms of this document and the master plan differ, the master plan will govern. A complete copy of the master plan, if any, is in the possession of the Company and is available for your review upon request. In the event of any changes in benefits or Plan provisions, the Company will provide you a new summary plan description, a statement of material modification, or a supplement that describes any changes.

Possession of this document does not necessarily mean you are a participant under the Plan. This document explains the requirements for becoming a participant under the Plan. The dates on which participation begins or ceases are explained within this document. The description of Eligible Classes, as that term is defined in this document, will help you determine what benefits, if any, may apply to you.

For information, call Adobe Inc. at 408-536-6000.

THE PLAN MAY BE AMENDED OR TERMINATED BY ADOBE INC. AT ANY TIME AND FOR ANY REASON.

ASO-PLAN SUMMARY-DISC

PD3-860-038747-01 R (1) Effective October 8, 2018

SECTION 1 - PLAN SPECIFICATIONS

ELIGIBILITY REQUIREMENTS FOR BENEFITS

Minimum Hourly Requirement:

Employees working a minimum of 24 regularly scheduled hours per week

Short Term Disability Benefits:

Class 3B: All Employees electing the Short Term Disability basic plan

Class 3P: All Employees electing the Short Term Disability plus plan

Note: Temporary and seasonal Employees and Employees who are not United States citizens or legal residents working in the United States are not covered under this plan.

Eligibility Waiting Period:

1. If the Covered Person is employed by the Sponsor on the plan effective date - None
2. If the Covered Person begins employment for the Sponsor after the plan effective date -None

Employee Contributions Required:

No

SECTION 1 - PLAN SPECIFICATIONS

(Continued)

SHORT TERM DISABILITY BENEFITS

Elimination Period:

The period for which a benefit is payable will commence following any accumulated sick leave or salary continuation period and the Elimination Period shown below:

7 calendar days for Injury

7 calendar days for Sickness

Note: Benefits will begin on the first day following the completion of the Elimination Period.

Amount of Benefits:

Applicable to Class 3B

Weeks 2 through 10: 80.00% of Basic Weekly Earnings less Other Income Benefits and Other Income Earnings as outlined in Section 4.

Weeks 11 through 121 days: 66.67% of Basic Weekly Earnings less Other Income Benefits and Other Income Earnings as outlined in Section 4. This amount shall not exceed \$3,500.00.

Applicable to Class 3P

Weeks 2 through 10: 100% of Basic Weekly Earnings less Other Income Benefits and Other Income Earnings as outlined in Section 4.

Weeks 11 through 121 days: 66.67% of Basic Weekly Earnings less Other Income Benefits and Other Income Earnings as outlined in Section 4. This amount shall not exceed \$3,500.00.

Maximum Benefit Period:

Applicable to Injury:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 120th day of Disability for which a benefit is payable.

Applicable to Sickness:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 120th day of Disability for which a benefit is payable.

SECTION 2 - DEFINITIONS

In this section the Sponsor defines some basic terms needed to understand this plan. The male pronoun whenever used in this plan includes the female.

"Active Employment" means the Employee must be actively at work for the Sponsor:

1. on a full-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Plan Specifications; and either perform such work:
 - a. at the Sponsor's usual place of business; or
 - b. at a location to which the Sponsor's business requires the Employee to travel.

An Employee will be considered actively at work if he was actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled workdays);
2. holidays (except when the holiday is a scheduled workday);
3. paid vacations;
4. any non-scheduled workday;
5. an excused leave of absence (except medical leave for the Covered Person's own disabling condition and lay-off); and
6. an emergency leave of absence (except emergency medical leave for the Covered Person's own disabling condition).

"Administrative Office" means The Lincoln National Life Insurance Company, 9 Riverside Road, Weston, MA 02493.

"Application" is the document designated in Section 9, it is attached to and is made a part of this plan.

"Appropriate Available Treatment" means care or services which are:

1. generally acknowledged by Physicians to cure, correct, limit, treat or manage the disabling condition;
2. accessible within the Covered Person's geographical region;
3. provided by a Physician who is licensed and qualified in a discipline suitable to treat the disabling Injury or Sickness;
4. in accordance with generally accepted medical standards of practice.

SECTION 2 - DEFINITIONS

(Continued)

Applicable to Class 1

"**Basic Weekly Earnings**" means the Covered Person's weekly rate of earnings from the Sponsor in effect immediately prior to the date Disability or Partial Disability begins. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.

Applicable to Class 2

"**Basic Weekly Earnings**" means the Covered Person's weekly rate of earnings based on their Target Total Compensation (annual base salary plus target commissions set for that year) from the Sponsor in effect immediately prior to the date Disability or Partial Disability begins. However, such earnings will not include bonuses, overtime pay, extra compensation, other than commissions.

"**Covered Person**" means an Employee covered under this plan.

"**Disability**" or "**Disabled**" means the Covered Person, as a result of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Job.

"**Eligibility Date**" means the date an Employee becomes eligible for benefits under this plan. Eligibility Requirements are shown in the Plan Specifications.

"**Eligibility Waiting Period**" means the continuous length of time an Employee must be in Active Employment in an eligible class to reach his Eligibility Date.

"**Elimination Period**" means a period of consecutive days of Disability or Partial Disability for which no benefit is payable. The Elimination Period is shown in the Plan Specifications and begins on the first day of Disability or Partial Disability.

"**Employee**" means a person in Active Employment with the Sponsor.

"**Enrollment Form**" is the document completed by the Covered Person, if required, when enrolling for benefits. This form must be satisfactory to the Sponsor or its agent.

"**Family and Medical Leave**" means a leave of absence for the birth, adoption or foster care of a child, or for the care of the Covered Person's child, spouse or parent or for the Covered Person's own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

SECTION 2 - DEFINITIONS

(Continued)

"Gross Weekly Benefit" means the Covered Person's Weekly Benefit before any reduction for Other Income Benefits and Other Income Earnings.

"Hospital" or **"Institution"** means a facility licensed to provide Treatment for the condition causing the Covered Person's Disability.

"Initial Enrollment Period" means one of the following periods during which an Employee may first enroll for benefits under this plan:

1. for an Employee who is eligible for benefits on the plan effective date, a period before the plan effective date set by the Sponsor.

2. for an Employee who becomes eligible for benefits after the plan effective date, the period which ends 15 calendar days of employment after his Eligibility Date.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes. For the purpose of determining benefits under this plan:

1. any Disability which begins more than 60 days after an Injury will be considered a Sickness; and

2. any Injury which occurs before the Covered Person is covered under this plan, but which accounts for a medical condition that arises while the Covered Person is covered under this plan will be treated as a Sickness.

"Material and Substantial Duties" means responsibilities that are normally required to perform the Covered Person's Own Job and cannot be reasonably eliminated or modified.

"Own Job" means the Covered Person's job that he was performing when his Disability or Partial Disability began.

"Partial Disability" or "Partially Disabled" means the Covered Person, as a result of Injury or Sickness, is able to:

1. perform one or more, but not all, of the Material and Substantial Duties of his Own Job or another job on an Active Employment or a part-time basis; or

2. perform all of the Material and Substantial Duties of his Own Job or another job on a part-time basis; and

3. earn between 20% and 80% of his Basic Weekly Earnings.

"Physician" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or

2. is a licensed practitioner of the healing arts in a category specifically favored under the health coverage laws of the state where the Treatment is received and is practicing within the terms of his license.

It does not include a Covered Person, any family member or domestic partner.

SECTION 2 - DEFINITIONS

(Continued)

"Proof" means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by the Covered Person claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by the Covered Person's attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits.

Proof must be submitted in a form or format satisfactory to Lincoln.

"Regular Attendance" means the Covered Person's personal visits to a Physician which are medically necessary according to generally accepted medical standards to effectively manage and treat the Covered Person's Disability or Partial Disability.

"Plan Specifications" means the section of this plan which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, Elimination Period, Amount of Benefits, Minimum Benefit, and Maximum Benefit Period.

"Sickness" means illness, disease, pregnancy or complications of pregnancy.

"Sponsor" means the entity to whom this plan is issued.

"Target Total Compensation" (TTC) means the Covered Person's base annual salary plus target commissions set for the year

"Treatment" means consulting, receiving care or services provided by or under the direction of a Physician including diagnostic measures, being prescribed drugs and/or medicines, whether the Covered Person chooses to take them or not, and taking drugs and/or medicines.

"Weekly Benefit" means the weekly amount payable by Lincoln, on behalf of the Sponsor, to the Disabled or Partially Disabled Covered Person.

SECTION 3 - PLAN ELIGIBILITY AND EFFECTIVE DATES

Eligibility Requirements for Benefits

The eligibility requirements for benefits are shown in the Plan Specifications.

Eligibility Date for Benefits

An Employee in an eligible class will qualify for benefits on the later of:

1. this plan's effective date; or
2. the day after the Employee completes the Eligibility Waiting Period shown in the Plan Specifications.

Effective Date of Benefits

Benefits will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if the Employee's application or enrollment for benefits is made with the Sponsor in a form or format satisfactory to the Sponsor.

An Employee will be covered on his Eligibility Date.

Delayed Effective Date for Benefits

The effective date of any initial, increased or additional benefits will be delayed for an individual if he is not in Active Employment because of Injury or Sickness. The initial, increased or additional benefits will begin on the date the individual returns to Active Employment.

SECTION 3 - PLAN ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Family and Medical Leave

An Employee's benefits may be continued under this plan for an approved family or medical leave of absence for up to 12 weeks following the date benefits would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the required contribution is made;
3. the Covered Person's benefit level, or the amount of earnings upon which the Covered Person's benefit may be based, will be that in effect on the date before said leave begins; and
4. continuation of benefits will cease immediately if any one of the following events should occur:
 - a. the Covered Person returns to work;
 - b. this group benefit plan terminates;
 - c. the Covered Person is no longer in an eligible class;
 - d. fails to make the required contribution when due to the Sponsor;
 - e. the Covered Person's employment terminates.

SECTION 4 - DISABILITY INCOME BENEFITS

SHORT TERM DISABILITY BENEFITS

Disability Benefit

When Lincoln, on behalf of the Sponsor, receives Proof that a Covered Person is Disabled due to Injury or Sickness and requires the Regular Attendance of a Physician, he may be eligible to receive a Weekly Benefit after the end of the Elimination Period, subject to any other provisions of this plan. The benefit will be paid for the period of Disability if the Covered Person gives to Lincoln, on behalf of the Sponsor, Proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request, on behalf of the Sponsor, and at the Covered Person's expense. In determining whether the Covered Person is Disabled, Lincoln, on behalf of the Sponsor, will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, pay cuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Disability, the Injury must occur, and Disability must begin while the Employee is covered under this plan.

The Weekly Benefit will not:

1. exceed the Covered Person's Amount of Benefits; or
2. be paid for longer than the Maximum Benefit Period.

The Amount of Benefits and the Maximum Benefit Period are shown in the Plan Specifications.

Amount of Disability Weekly Benefit

To figure the amount of Weekly Benefit:

1. Take the Covered Person's Basic Weekly Earnings multiplied by the benefit percentage shown in the Plan Specifications; and then
2. Deduct Other Income Benefits and Other Income Earnings, (shown in the Other Income Benefits and Other Income Earnings provision of this plan), from this amount.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

Partial Disability

When Lincoln, on behalf of the Sponsor, receives Proof that a Covered Person is Partially Disabled and has experienced a loss of earnings due to Injury or Sickness and requires the Regular Attendance of a Physician, he may be eligible to receive a loss of earnings Weekly Benefit, subject to any other provisions of this plan. To be eligible to receive Partial Disability benefits, the Covered Person may be employed in his Own Job or another job, must satisfy the Elimination Period, and must be earning between 20% and 80% of his Basic Weekly Earnings.

A Weekly Benefit will be paid for the period of Partial Disability if the Covered Person gives to Lincoln, on behalf of the Sponsor, Proof of continued:

1. Partial Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Lincoln's request, on behalf of the Sponsor, and at the Covered Person's expense. In determining whether the Covered Person is Partially Disabled, Lincoln, on behalf of the Sponsor, will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, pay cuts, job sharing, and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur, and Partial Disability must begin while the Employee is covered under this plan.

Work Incentive Calculation

The work incentive benefit will be an amount equal to the Covered Person's Basic Weekly Earnings multiplied by the benefit percentage shown in the Plan Specifications, without any reductions from earnings.

The work incentive benefit will only be reduced, if the Weekly Benefit payable plus any earnings exceed 100% of the Covered Person's Basic Weekly Earnings. If the combined total is more, the Weekly Benefit will be reduced by the excess amount so that the Weekly Benefit plus the Covered Person's earnings does not exceed 100% of his Basic Weekly Earnings.

The Weekly Benefit payable will not be more than the Disability benefit otherwise payable under this plan.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

Other Income Benefits and Other Income Earnings

Other Income Benefits means:

1. The amount for which the Covered Person is eligible under:
 - a. any benefit payable under Workers' or Workmen's Compensation law;
 - b. any work loss provision in mandatory "No-Fault" auto coverage; or
 - c. any other governmental program or coverage required or provided by statute (including any amount attributable to the Covered Person's family).
2. any amount the Covered Person receives from any unemployment benefits; or
3. any amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, which:
 - a. the Covered Person receives or is eligible to receive; and
 - b. his spouse, child or children receives or are eligible to receive because of his Disability; or
 - c. his spouse, child or children receives or are eligible to receive because of his eligibility for Retirement Benefits.

Other Income Earnings means:

1. any amount the Covered Person receives from any formal or informal sick leave or salary continuation plan(s); and
2. the amount of earnings the Covered Person earns or receives from any form of employment.

Other Income Benefits, except Retirement Benefits, must be payable as a result of the same Disability for which Lincoln, on behalf of the Sponsor, pays a benefit. The sum of Other Income Benefits and Other Income Earnings will be deducted in accordance with the provisions of this plan.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

Estimation of Benefits

The Covered Person's Disability or Partial Disability benefits will be reduced by the amount of Other Income Benefits that Lincoln estimates is payable to the Covered Person and his dependents.

The Covered Person's Disability benefit will not be reduced by the estimated amount of Other Income Benefits if the Covered Person:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a reimbursement agreement under which, in part, the Covered Person agrees to repay Lincoln, on behalf of the Sponsor, for any overpayment resulting from the award or receipt of Other Income Benefits;
3. if applicable, provides satisfactory proof that all appeals for Other Income Benefits have been made on a timely basis to the highest administrative level unless Lincoln, on behalf of the Sponsor, determines that further appeals are not likely to succeed; and
4. if applicable, submits satisfactory proof that Other Income Benefits have been denied at the highest administrative level unless Lincoln, on behalf of the Sponsor, determines that further appeals are not likely to succeed.

In the event that Lincoln, on behalf of the Sponsor, overestimates the amount payable to the Covered Person from any plans referred to in the Other Income Benefits and Other Income Earnings provision of this plan, Lincoln, on behalf of the Sponsor, will reimburse the Covered Person for such amount upon receipt of written proof of the amount of Other Income Benefits awarded (whether by compromise, settlement, award or judgement) or denied (after appeal through the highest administrative level).

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

Lump Sum Payments

Other Income Benefits from a compromise, settlement, award or judgement which are paid to the Covered Person in a lump sum and meant to compensate the Covered Person for any one or more of the following:

1. loss of past or future wages;
2. impaired earnings capacity;
3. lessened ability to compete in the open labor market;
4. any degree of permanent impairment; and
5. any degree of loss of bodily function or

capacity; will be prorated on a weekly basis as

follows:

1. over the period of time such benefits would have been paid if not in a lump sum; or
2. if such period of time cannot be determined, over a period of 260 weeks.

Cost of Living Freeze

After the first deduction for each of the Other Income Benefits, the Weekly Benefit will not be further reduced due to any cost of living increases payable under the Other Income Benefits provision of this plan.

Prorated Benefits

For any period for which a Short Term Disability benefit is payable that does not extend through a full week, the benefit will be paid on a prorated basis. The rate will be 1/7th for each day for such period of Disability.

Discontinuation of the Short Term Disability Benefit

The Weekly Benefit will cease on the earliest of:

1. the date the Covered Person fails to provide Proof of continued Disability or Partial Disability and Regular Attendance of a Physician;
2. the date the Covered Person fails to cooperate in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due;

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

Discontinuation of the Short Term Disability Benefit (Continued)

The Weekly Benefit will cease on the earliest of: (Continued)

3. the date the Covered Person refuses to be examined or evaluated at reasonable intervals;
4. the date the Covered Person refuses to receive Appropriate Available Treatment;
5. the date the Covered Person refuses a job with the Sponsor where workplace modifications or accommodations were made to allow the Covered Person to perform the Material and Substantial Duties of the job;
6. the date the Covered Person is able to work in his Own Job on a part-time basis, but chooses not to;
7. the date the Covered Person's current Partial Disability earnings exceed 80% of his Basic Weekly Earnings;

Because the Covered Person's current earnings may fluctuate, earnings will be averaged over three consecutive weeks rather than immediately terminating his benefit once 80% of Basic Weekly Earnings has been exceeded.

8. the date the Covered Person is no longer Disabled according to this plan;
9. the end of the Maximum Benefit Period; or
10. the date the Covered Person dies.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

Successive Periods of Disability

With respect to this plan, "**Successive Periods of Disability**" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Weekly Benefit was payable.

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability benefits under this plan, a Covered Person:

1. returns to his Own Job on an Active Employment basis for less than 60 continuous days; and
2. performs all the Material and Substantial duties of his Own Job.

To qualify for the Successive Periods of Disability benefit, the Covered Person must experience more than a 20% loss of Basic Weekly Earnings.

Benefit payments will be subject to the terms of this plan for the prior Disability.

If a Covered Person returns to his Own Job on an Active Employment basis for 60 continuous days or more, the Successive Period of Disability will be treated as a new period of Disability. The Covered Person must complete another Elimination Period.

If a Covered Person becomes eligible for benefits under any other group short term disability plan, this Successive Periods of Disability provision will cease to apply to that Covered Person.

SECTION 5 - EXCLUSIONS

GENERAL EXCLUSIONS

This plan will not cover any Disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane;
3. active Participation in a Riot;
4. the committing of or attempting to commit a felony or misdemeanor; or
5. a vague or undefinable condition (such as "tiredness" or "pain"), for which your doctor cannot provide a medical diagnosis.

No benefit will be payable during any period of incarceration.

With respect to this provision, **Participation** shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and fire fighters.

With respect to this provision, **Riot** shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

SECTION 6 - TERMINATION PROVISIONS

Termination of a Covered Person's Benefits

A Covered Person will cease to be covered on the earliest of the following dates:

1. the date this plan terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date the Covered Person is no longer in an eligible class;
3. the date the Covered Person's class is no longer included for benefits;
4. the date employment terminates. Cessation of Active Employment will be deemed termination of employment, except that benefits will be continued for an Employee absent due to Disability during the Elimination Period.
5. the date the Covered Person ceases active work due to a labor dispute, including any strike, work slowdown, or lockout.

The Sponsor reserves the right to review and terminate all classes covered under this plan if any class(es) cease(s) to be covered.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Assignment

No assignment of any present or future right or benefit under this plan will be allowed.

Complete Contract - Plan Changes

1. This plan is the entire contract. It consists of all of the pages.
2. This plan may be changed in whole or in part. Only an officer of the Sponsor can approve a change. The approval must be in writing and endorsed on or attached to this plan.
3. No other person, including an agent, may change this plan or waive any part of it.

Employee's Booklet

The Sponsor will provide a Booklet for delivery to each Covered Person. It will state:

1. the name of the Plan Administrator and the plan number;
2. a description of the benefits provided;
3. the method used to determine the amount of benefits;
4. to whom benefits are payable;
5. limitations or reductions that may apply;
6. the circumstances under which benefits terminates; and
7. the rights of the Covered Person upon termination of this

plan. If the terms of a Booklet and this plan differ, this plan will

govern. **Examination**

Lincoln, on behalf of the Sponsor, may have the right and opportunity to have a Covered Person, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Lincoln, on behalf of the Sponsor. This right may be used as often as reasonably required.

Legal Proceedings

A claimant or the claimant's authorized representative cannot start any legal action:

1. until 60 days after Proof of claim has been given; or
2. more than one year after the time Proof of claim is required.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Notice and Proof of Claim

1. Notice

a. Notice of claim must be given to Lincoln, on behalf of the Sponsor, within 30 days of the date of the loss on which the claim is based. If that is not possible, Lincoln, on behalf of the Sponsor, must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Lincoln, on behalf of the Sponsor.

b. When written notice of claim is applicable and has been received by Lincoln, on behalf of the Sponsor, the Covered Person will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, the Covered Person can send to Lincoln, on behalf of the Sponsor, written Proof of claim without waiting for the forms.

2. Proof

a. Satisfactory Proof of loss must be given to Lincoln, on behalf of the Sponsor, no later than 30 days after the end of the Elimination Period.

b. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.

c. Proof of continued loss, continued Disability or Partial Disability, when applicable, and Regular Attendance of a Physician must be given to Lincoln, on behalf of the Sponsor, within 30 days of the request for such Proof.

Lincoln, on behalf of the Sponsor, reserves the right to determine if the Covered Person's Proof of loss is satisfactory.

Right of Recovery

Lincoln, on behalf of the Sponsor, has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by Lincoln, on behalf of the Sponsor, in processing a claim; or
3. the Covered Person's receipt of any Other Income Benefits.

Lincoln, on behalf of the Sponsor, may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this plan;
3. taking any appropriate collection activity available including any legal action needed; and
4. placing a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any Other Income Benefits, whether on a periodic or lump sum basis.

It is required that full reimbursement be made to Lincoln, on behalf of the Sponsor.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Subrogation and Reimbursement

When a Covered Person's Injury or Sickness appears to be someone else's fault, benefits otherwise payable under this plan for loss of time as a result of that Injury or Sickness will not be paid unless the Covered Person or his legal representative agree(s):

1. to repay Lincoln, on behalf of the Sponsor, for such benefits to the extent they are for losses for which compensation is paid to the Covered Person by or on behalf of the person at fault;
2. to allow Lincoln, on behalf of the Sponsor, a lien on such compensation and to hold such compensation in trust for Lincoln, on behalf of the Sponsor; and
3. to execute and give to Lincoln, on behalf of the Sponsor, any instruments needed to secure the rights under 1. and 2. above.

Further, when Lincoln, on behalf of the Sponsor, has paid benefits to or on behalf of the injured Covered Person, Lincoln, on behalf of the Sponsor, will be subrogated to all rights of recovery that the Covered Person has against the person at fault. These subrogation rights will extend only to recovery of the amount Lincoln, on behalf of the Sponsor, has paid. The Covered Person must execute and deliver any instruments needed and do whatever else is necessary to secure those rights to Lincoln, on behalf of the Sponsor.

Workers' Compensation

This plan and the benefits provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

The Lincoln National Life Insurance Company

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT

Administrative Services to be furnished by Lincoln and certain obligations of the Sponsor in connection with the Benefit Plan described in Annex A of the Agreement and referred to as the Plan.

I. Claims Services to be furnished on behalf of the Sponsor's self-insured Plan with respect to those classes of individuals for which Lincoln will make claim payments as agreed by Lincoln and the Sponsor.

A. Claims Payments and Control - While the Agreement is in effect, Lincoln will accept for processing and payment or denial, all claims for benefits under the Plan for which proof of claim is furnished in a form or format satisfactory to Lincoln.

In processing, reviewing and administering claim submissions Lincoln shall make the initial decision whether a claim should be paid under the plan. In addition, pursuant to a delegation by the appropriate fiduciary of the Plan, Lincoln shall assume the responsibility of the "appropriate named fiduciary" under Section 503(b) of ERISA to provide a full and fair review of denied claims. In performing such duty, Lincoln shall have the authority to construe any disputed and doubtful Plan terms subject to the right of the Sponsor to provide guidance as to the proper construction of a Plan provision as set out below in subpart I.A.2. below. Lincoln shall be deemed to have properly exercised such authority unless it has abused its authority by acting arbitrarily and capriciously. In no event does Lincoln assume any other fiduciary responsibility under ERISA with respect to the Plan, including, but not limited to, the responsibility to make payments of benefits and/or fund benefit payments under the Plan. Further, the determination whether a claimant falls within an eligible class of employees covered by the Plan shall be the Sponsor's or other Plan fiduciary designated by the Sponsor, but in no event shall such responsibility be Lincoln's and Lincoln shall be entitled to rely upon and be bound by information furnished to it by the Sponsor or such other Plan fiduciary, as more described in subpart 1.A.1 below.

1. Determination of Eligibility - For all classes listed in Annex A, the Sponsor will determine each claimant's eligibility for benefits under the Plan and notify Lincoln of such eligibility when forwarding the claim to Lincoln for review. The Sponsor will furnish to Lincoln, in a form or format satisfactory to Lincoln, information identifying by name the persons then participating under the Plan, the effective dates of their participation, and the extent of their participation in the Plan. For all purposes Lincoln will rely on and be bound by the information furnished to it by the Sponsor; and the Sponsor will hold Lincoln harmless for an inaccuracy in such information.

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT
(Continued)

2. Claims Processing - The Sponsor must notify Lincoln in a format satisfactory to Lincoln when notice of claim for disability benefits is received. The notice must be provided at approximately the mid-point of the elimination period. Such notice will:
 1. identify the Sponsor; and
 2. contain other information regarding the:
 - a. time of disability;
 - b. place of disability;
 - c. circumstances of disability;
 - d. nature of disability; and
 - e. name and address of the employee.

Lincoln will review each new claim within 3 business days of receipt, and the claim will be approved, pended or denied. If sufficient information is not provided to Lincoln to make a claim determination (approval or denial), Lincoln will contact the appropriate party (employer, employee and/or physician) no later than 3 business days (from the claim receipt date) to request the information necessary to complete its review.

During the term of this Agreement Lincoln will:

1. review and investigate all claims with a duration equal to or greater than the elimination period for the Plan shown in Annex A to establish whether benefits are payable to the claimant under the terms of the Plan; and
2. determine whether benefit payments should continue, whether an independent medical examination should be given, or whether a referral to rehabilitation services should occur.

Where no benefit is payable because of an exclusion or limitation of the Plan, or because the claimant is not eligible for benefits under the Plan, Lincoln will notify the Sponsor and claimant in writing of the rejection of the claim.

In the event that the Sponsor determines that Lincoln has misinterpreted the Plan and so informs Lincoln in writing, all claims reported after delivery of such writing will be processed and paid in accordance with the Sponsor's interpretation as set forth in such writing. Provided, however, that unless Lincoln specifically agrees in writing the Sponsor's interpretation will not be binding regarding any insurance policy Lincoln or its parents or affiliates issued.

If Lincoln, upon the advice of its legal counsel, determines that the Sponsor's interpretation would cause Lincoln to violate applicable law, Lincoln will so inform the Sponsor and will not take any action to implement the Sponsor's interpretation until Lincoln is satisfied with the legality of the Sponsor's interpretation.

All doubtful claims, except those for which Lincoln has agreed to assume the role of the "appropriate named fiduciary" under Section 503 of ERISA for purposes of reviewing denied claims, will be referred to the Sponsor for its determination of liability.

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT
(Continued)

3. Claims Control - Lincoln may investigate any claim and/or request that the claimant be examined at any point during the life of the claim. In addition, Lincoln will take such steps as may be necessary to give effect to any integration or benefit offset provisions of the Plan.
4. Payment of Claims - Whenever Lincoln determines a benefit to be payable under the Plan, Lincoln will prepare a draft on the funds of the Sponsor for the amount of payment and forward that draft to the covered employee or, if applicable, the employee's assignee, unless the Sponsor directs otherwise.

Lincoln will be responsible for:

- a. verifying drafts' authorized signatures and ascertaining the completeness and regularity of endorsements under Uniform Commercial Code standards;
- b. verifying drafts' amounts and payees as issued; and
- c. producing all reports that will be mutually agreed upon.

Notwithstanding the provisions of Subpart Three D. in the Agreement, with respect to any review of drafts agreed to by Lincoln under this Subpart, Lincoln agrees to bear any loss sustained by the Sponsor caused solely by the negligent acts or omissions of Lincoln. The Sponsor agrees to reimburse Lincoln for any benefit payments that Lincoln may make in good faith on the Sponsor's behalf, within 24 hours of receipt of the Funding Report.

5. Claims Review - For claims for which Lincoln has agreed to assume the role of the "appropriate named fiduciary" under Section 503 of ERISA in connection with reviewing denied claims, Lincoln will establish a procedure for reviewing disputed claims and any requests from claimants for a review of rejected claims, including appropriate notices and procedures to ensure a "full and fair" review. Such procedure shall comply with Section 503 of ERISA and any regulations issued thereunder such as 29 CFR Section 2560.503-1, as amended. For claims for which Lincoln has not agreed to assume such a role, e.g., those claims involving questions of eligibility only and not accompanied by a claim for benefits under the Plan, the Sponsor will be responsible for establishing such a procedure and making determinations on final disposition of any ERISA appeals on claims that were denied or terminated by Lincoln. In the latter case, Lincoln will provide the Sponsor with advice on any such claims. The appeal procedures are outlined in the denial letter provided to the employee. The employee will have 180 days from the date of the denial letter to submit an appeal. The appeal must be in writing (from the employee or their legal representative) and contain certain additional information to support the claim.

II. Other Services To Be Furnished In Connection With The Plan

A. Cost Analysis

At the Sponsor's request and subject to Lincoln's right to impose an additional charge, Lincoln will furnish the Sponsor with an estimate of the benefit cost of any proposed modification or extension of the Sponsor's Benefit Plan described in Annex A. In connection therewith, Lincoln will notify the Sponsor of any change in the Schedule of Charges under the Agreement which would be required if the Plan were so modified or extended.

B. Materials to be Furnished

Upon request, Lincoln may furnish the Sponsor with a supply of Lincoln's standard forms to be used for submission of claims for benefits under the Plan, together with instructions for their use.

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT
(Continued)

C. Administrative Services - Managed Care Services and Other Services

Lincoln will make the following support services available to be utilized if the Sponsor agrees to have such services provided to complement the Sponsor's self-funded program.

Nurse Case Management (including but not limited to)

- Medical Intervention
- Catastrophic Case Management
- Field Visits by Managed Disability Nurse

Medical (including but not limited to)

- Independent Medical Examination (IME)
- Peer Review
- Second Opinion
- Functional Capacity Evaluation (FCE)
- Independent Psychological Examination (IPE)
- Workplace Therapy or Rehabilitation at Work
- Additional Medical Testing and Treatment
- Medical Records Review

Vocational Case Management (including but not limited to)

- Vocational Assessment
- Transferable Skills Analysis (TSA)
- Labor Market Survey (LMS)
- Job Task Analysis
- Vocational Evaluation/Testing

ANNEX B
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT
(Continued)

C. Administrative Services - Managed Care Services and Other Services (Continued)

Vocational Case Management (including but not limited to) (Continued)

- Vocational Exploration/Counseling/Planning
- Job Placement Assistance
- Ergonomic Assessment

Investigation Services (including but not limited to)

- Professional Investigation Services
- Disability Evaluation Interview

II. Reports

Lincoln will provide the following reports at no additional cost to the Sponsor:

1. Itemized Open Claim Detail (Quarterly)
2. Itemized Closed Claim Detail (Quarterly)
3. Claims by Nature of Disability (Quarterly)
4. Claims by Duration of Disability (Quarterly)
5. Claims by Age at Onset of Disability (Quarterly)
6. Funding Report (Monthly, unless issuance of benefits is more frequent)

The Lincoln National Life Insurance Company

ANNEX C
of
ADMINISTRATIVE SERVICES ONLY AGREEMENT

SCHEDULE of CHARGES

Administrative Service Only Charges

The monthly expense charge for the Administrative Services provided under the Agreement for each of the 14 months beginning on **November 1, 2015** and ending on **December 31, 2016**, and for succeeding 12-month periods thereafter will be determined as follows:

For Administrative Services Charges:

Number of Employees covered under the Plan X monthly Per Employee Rate

Monthly per Employee Rate: \$ 4.92

The actual monthly Employee exposure is the actual total number of Employees in Active Employment covered under the Plan as of the first day of the month.

Note: While this Agreement remains in effect, the above rates shown in Item I. shall not be increased for the 29-month period beginning on the Effective Date of this Agreement except as permitted under Part Four B of the Administrative Services Only Agreement.

Exhibit A

Information Security and Privacy Requirements

During the course of providing the Services described in the Agreement, the service provider named in the Agreement to which this Exhibit is attached (“Service Provider”) may be provided access to or otherwise obtain or process Adobe Information (as defined below). This Exhibit sets forth specific security procedures for the handling and processing of Adobe Information (“Security Procedures”). Service Provider represents and warrants that it will at all times comply with and treat Adobe Information in accordance with the requirements of this document. Failure to comply with the requirements of this document constitutes a material breach of the Agreement by Service Provider, entitling Adobe to the remedies provided for under the Agreement. Unless specifically defined in this document, capitalized terms shall have the meanings set forth in the Agreement.

1. Definitions.

1.1 Intentionally Omitted

1.2 **“Adobe Information”** means any Confidential Information, Personal Information, Special Personal Information, or Cardholder Information.

1.3 Intentionally Omitted

1.4 **“Adobe Services”** means all Adobe customer-facing services being provided by Adobe or on behalf of Adobe via another party.

1.5 **“Adobe Security Contact”** means the individual on the Adobe Information Security team that can be reached by email at info-security@adobe.com and by telephone at (800) 285-1203 in the event of an actual or potential Security Incident.

1.6 **“Authentic Copy”** or **“Authentic Copies”** means any Adobe Information, which has a complete chain of custody showcasing the custodian trail and traces of alteration.

1.7 **“Cardholder Information”** means: (i) with respect to a payment card, the account holder’s name, account number, service code, card validation code/value/number, PIN or PIN block, valid to and from dates, and magnetic stripe data; and (ii) information relating to a payment card transaction.

1.8 **“Confidential Information”** refers to that information as defined in the Agreement to which this document is attached or into which this document is incorporated.

1.9 **“Service Provider Parties”** means any Service Provider employee, contractor, or third-party entity that Service Provider uses to provide services to Adobe under the Agreement.

1.10 **“Data Protection Requirements”** means, collectively, all national, state, and local laws or regulations relating to the protection of Adobe Information.

1.11 **“Embargoed Country”** means any country identified in Country Group E:1 in Supplement No. 1 to Part 740 of the [Export Administration Regulations \(15 CFR Parts 730-774\)](#) or equivalent rules in the European Union and other jurisdictions in which Adobe and its affiliates operate.

1.12 **“Personal Information”** means any information that identifies or can be used to identify an individual directly or indirectly. Personal Information may relate to any individual, such as a customer, employee, vendor, or contractor.

1.13 **“PCI Standards”** means the security standards for the protection of payment card data with which the payment card companies require merchants to comply, including the Payment Card Industry Security Standards currently in effect and as may be updated from time to time.

1.14 **“Public Network”** means any data network established and operated that provides data transmission services for public use, such as the Internet.

1.15 **“Secure FTP”** means “Secure File Transfer Protocol,” which is a method used to encrypt and decrypt data that is transferred between a client and server, or a successor technology providing comparable or better protection.

- 1.16 “Secure Socket Layer (SSL)”** means a cryptographic protocol that protects data in transit over the Internet (or a successor technology providing comparable or better protection).
- 1.17 “Security Incident”** means that Service Provider reasonably believes that: a) there has been an unauthorized acquisition, modification, use, or disclosure of, or access to, Adobe Information that is handled by, or on behalf of, Service Provider; or malware was or is present on a Service Provider system in a manner that Adobe users were exposed to the malware (for example, malware was present on a Service Provider system from which end users download content).
- 1.18 “Special Personal Information”** means an individual’s: (i) social security number, or equivalent, taxpayer identification number, passport number, driver’s license number or other government – issued identification number; (ii) financial account number, with or without any code or password that would permit access to the account (such as bank account numbers and debit or credit card numbers); (iii) ethnicity or race information, religious, political or philosophical belief information, medical or health information, trade union membership information, details of criminal convictions or changes, biometric information, background check information, sex life information (including sexual orientation); or (iv) Cardholder Information.
- 1.19 “Strong Authentication”** means multi-factor authentication (e.g., something you know + something you have).

2. Information Security Program.

2.1 In General. Service Provider must:

- a. Develop, implement, maintain, and monitor a comprehensive, written information security program that contains appropriate administrative, technical, and physical safeguards designed to protect against anticipated threats or hazards to the security, confidentiality or integrity of Adobe Information, including the unauthorized or accidental acquisition, loss, alteration or use of, and the unauthorized access to, Adobe Information;
- b. Conduct a risk assessment designed to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of electronic, paper, and other records containing Adobe Information and evaluate and improve, where necessary, the effectiveness of its safeguards for limiting those internal and external risks;
- c. Ensure that its information security program is consistent with (i) the requirements of this document and (ii) the Data Protection Requirements (including, if applicable, the Massachusetts data security regulations (201 Mass. Code Regs S.17.01 – 17.05) and/or European Directives on Data Protection (95/46/EC) and ePrivacy (2002/58/EC, 2009/136/EC) as transposed into the applicable law of the member states, including any and all legislative and/or regulatory amendments or successors thereto.); and (iii) the PCI Standards, if Service Provider has access to or otherwise handles Cardholder Data;
- d. If Service Provider processes Adobe Information in any way, it shall ensure: (i) anyone with access to Adobe Information are authenticated with reasonable measures; (ii) that passwords used by Service Provider to authenticate access to Adobe Information comply with industry standards; and (iii) that Adobe Information transmitted through a Public Network is protected using Secure FTP, Socket Layer (SSL, or an equivalent means of protection);
- e. Implement industry-standard measures, including internet address protocol (IP) blocking technology, designed to prevent access to Adobe networks, systems, or information by users in Embargoed Countries; and
- f. Notify the Adobe Security Contact promptly by email and phone when it has reasonable knowledge, as described in the Definitions of Terms in Part 772 of the [Export Administration Regulations \(15 CFR Parts 730-774\)](#) of any actual activity involving access by users in Embargoed Countries to Adobe networks, systems, or information.

2.2 Service Provider Review of the Information Security Program. Service Provider shall review and, as appropriate, revise its information security program at least annually or whenever there is a material change in Service Provider's business practices that may reasonably affect the security or integrity of Adobe Information. Service Provider may not alter or modify its information security program in such a way that will materially weaken or compromise the security of Adobe Information. If available, Consultant must provide to Adobe (upon request, not more than annually) copies of its audited security assertions (SSAE16-SOC 1 Type 2, ISO 27001 certificate, or international equivalent) on an annual basis; any such assertions are Service Provider's Confidential Information.

2.3 Maintaining the Information Security Program. Service Provider shall maintain and enforce its information security program at each location from which Service Provider provides Services. In addition, Service Provider shall ensure that its information security program covers all networks, systems, servers, computers, notebooks, laptops, PDAs, mobile phones, and other devices and media that process or handle Adobe Information or that provide access to Adobe networks, systems, or information. Moreover, Service Provider shall ensure that its information security program includes industry standard password protections, firewalls, and anti-virus and malware protections to protect Adobe Information stored on computer systems.

3. Use, Disclosure, and Destruction of Adobe Information.

3.1 Use of Adobe Information. Service Provider may only use the Adobe Information on behalf of Adobe and for the sole and exclusive purpose of providing the Services. Service Provider may only use Adobe Information in accordance with Adobe's instructions (such instructions include the Agreement and this document). Service Provider shall not be entitled to use Adobe Information for its own purposes or for the purpose of any third party, firm, or enterprise (including affiliates).

3.2 Disclosure of Adobe Information.

- a. **In General.** Service Provider may not, except as may be permitted pursuant to Section 3.2(b), disclose the Adobe Information to third party, firm, or enterprise (including an affiliate) in violation of the terms and conditions of the Agreement or this document;
- b. **Adobe Written Approval.** Except as provided in Section 10, before providing or otherwise disclosing Adobe Information to any third party (including a potential Service Provider Parties) Service Provider must enter into a written agreement with the recipient of Adobe Information that includes obligations to maintain the confidentiality, privacy, and security of Adobe Information that are substantially similar to the requirements set forth in this document. Nonetheless, Service Provider shall remain at all times accountable and responsible for all actions by such third party with respect to the disclosed Adobe Information.

3.3 Destruction of Adobe Information.

- a. **In General.** At Adobe's request and upon the termination of this Agreement for any reason, Service Provider shall immediately return to Adobe or destroy (and Service Provider shall so certify in writing to Adobe which certification details the destruction method used, the date of destruction and the party that performed the destruction), at Service Provider's option, all Adobe Information that is in Service Provider's or an authorized third party's possession or control. If Adobe elects to have such information returned, Service Provider shall return all such information via a bonded courier. Service Provider's Confidentiality obligations will survive termination of the Agreement (including this Exhibit), including Adobe Information stored as part of Service Provider's routine backups. Service Provider will destroy Adobe Information stored as a backup in accordance with its written policies and normal course of operations. If Service Provider does not have a written policy for destruction of backups, Service Provider will destroy Adobe Information stored in backup or archived form as mutually agreed between the parties.
- b. **Disposal Methods.** If Service Proper disposes of any paper, electronic, or other record containing Adobe Information, Service Provider shall do so by taking all reasonable steps (based on the sensitivity of the Adobe Information) to destroy the Adobe Information by: (i) shredding; (ii) permanently erasing and deleting; (iii) degaussing; or (iv) otherwise modifying the Adobe Information in such records to make it unreadable and indecipherable.

4. Cardholder Information. Service Provider represents and warrants that it does not collect any Cardholder Information. Service Provider agrees that in the event that it does collect Cardholder Information as part of its Services, Service Provider will notify Adobe prior to such collection and will work with Adobe to ensure appropriate safeguards are implemented to protect the Cardholder Information.

5. Personnel Security

5.1 In General. Service Provider shall be responsible for the adherence to the terms and conditions of this document by all Service Provider Parties during and after the term of their employment or contract.

5.2 Confidentiality Agreements. Service Provider must ensure that Service Provider Parties who are provided access to or otherwise come in contact with, Adobe Information have entered into a confidential and nondisclosure agreement that is as protective as the provisions in this document.

5.3 Training. Service Provider shall ensure that Service Provider Parties having access to or otherwise come in contact with, Adobe Information are provided with appropriate training regarding information security and the protection of personal information.

5.4 Criminal History. Service Provider represents that it conducts pre-employment criminal history screenings on its employees in accordance with applicable law.

6. Physical and Environmental Security. Service Provider shall ensure that its information processing facilities that handle, process, and store Adobe Information in any format (including Adobe Information maintained in paper or digital form) are housed in reasonably secure areas and protected by reasonable perimeter security, such as barrier access controls that are designed to provide an environment physically secure from unauthorized access, damage, and interference.

7. Access Control.

7.1 In General. Service Provider shall establish and enforce written procedures to control the access to systems and services that may contain Adobe Information.

7.2 Access to Adobe Information. Service Provider will limit access to Adobe Information to the minimum number of Service Provider Parties who require such access in order to provide the Services.

7.3 Access to Adobe Systems. If Service Provider connects to Adobe's computing systems or networks, Service Provider agrees that: (i) Service Provider will not access and will not permit any other person or entity to access, Adobe's computing systems or networks without Adobe's authorization and any such actual or attempted access shall be consistent with any such authorization; and (ii) all Service Provider connectivity to Adobe's computing systems and networks and all attempt at same shall be only through Adobe's security gateways/firewalls.

8. Communications and Operational Management.

8.1 In General. Service Provider shall monitor and manage each of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures, designed to ensure compliance with its obligations hereunder. Service Provider shall perform regular security and vulnerability scans no less frequently than monthly and remediate significant vulnerabilities as soon as reasonably possible, but within 30 days of discovery.

8.2 Anti-Malware Requirements. Service Provider shall implement anti-malware software on all systems that process, store, or transmit Adobe Information designed to ensure that all Adobe Information is free of malware (such as viruses, Trojan horses, worms, etc.), including laptops and other devices that process, store or transmit such Adobe Information.

8.3 Encryption. Service Provider shall encrypt, using industry standard encryption tools (or better), all records and files containing Adobe Information that Service Provider: (i) transmits or receives wirelessly or across Public Networks; (ii) stores on laptops; (iii) stores on storage media (e.g., servers, databases, backup tapes); (iv) where technically feasible, stores on portable devices; and (v) stores on any device that is transported outside of the physical or logical controls of Service Provider including, any printer, copier, scanner, or fax machine. Service Provider shall safeguard the security and confidentiality of all encryption keys associated with encrypted Special Personal Information.

8.4 Data Recovery. Service Provider shall deploy back-up facilities designed to ensure that Adobe Information may be recovered in the event of a disaster or media failure.

9. Security Incidents.

9.1 In General. Service Provider shall be responsible for any Security Incidents involving Adobe Information that is handled by, or on behalf of, Service Provider or Service Provider Parties. Service Provider shall notify the Adobe Security Contact by email and by phone of any actual Security Incidents within forty-eight (48) hours from the time of discovery. Service Provider will investigate the Security Incident, take all necessary steps to eliminate or contain the exposures that led to such Security Incident. Promptly upon completion of Service Provider's investigation, Service Provider must provide Adobe with a summary of the Security Incident, and a general overview of the mitigation steps taken by Service Provider in response to such Security Incident.

9.2 Service Provider Cooperation. Service Provider agrees to consult with Adobe, in furtherance of any remediation or mitigation of any damage arising from such Security Incident; such remediation will include up to twelve (12) months of credit monitoring for affected individuals. Required by law, Service Provider shall not notify any individual or any third party (including any national data protection authority or equivalent regulatory body) other than law enforcement of any potential Security Incident without first consulting with and obtaining the permission of Adobe. Service Provider agrees that Adobe may at its discretion immediately terminate the Agreement without penalty if a Security Incident occurs.

10. Response to Inquiries. Service Provider must: (i) unless prohibited by law, notify Adobe immediately if Service Provider receives an inquiry or complaint from any individual, entity, organization, regulatory or governmental official or court authority related to or in connection with Adobe Information; (ii) following prior notice to Adobe (unless prohibited by law), respond to any inquiry from a government official or court authority related to or in connection with Adobe Information within the time required by such official or authority; and (iii) provide reasonable and timely support to Adobe in Adobe's efforts to contest, limit, or otherwise respond to any request for information from any individual, entity, or governmental official or court authority related to or in connection with Adobe Information. If Service Provider is request or required (by oral questions, interrogatories, request for information or documents in legal proceedings, subpoenas, civil investigative demands, or other similar processes) to disclose any Adobe Information to a third party, Service Provider shall notify Adobe as soon as reasonably possible of any such anticipated disclosure (except to the extent otherwise required by applicable law), so that Adobe may, at its own expense, exercise such rights as it may have under law to prevent or limit such disclosure. Notwithstanding the foregoing, Service Provider shall reasonably cooperate with Adobe in Adobe's efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Adobe Information.

11. Compliance; Site Visits.

11.1 Logging Requirement. Service Provider will automatically collect system, application, and user-level logs on an ongoing basis. Logs must, at a minimum, contain the username, location, date and time of access, IP address, and actions performed. Logs must be kept for a minimum of ninety (90) days and made available as soon as reasonably possible, but within five business days or as required to comply with a court or government order. Service Provider must perform audit log collection and aggregation of all key web service systems and applications and monitor those logs for evidence of any Security Incident.

11.2 Site Visits. Upon reasonable notice to Service Provider, Service Provider shall permit Adobe, its auditors, designated audit representatives, and regulators including data protection regulators, to have an escorted visit to meet and confer with key information security personnel, at Adobe's sole expense, except that Adobe will not be required to reimburse Service Provider for any internal costs associated with compliance of this provision, and no more often than once per year (unless otherwise required by Adobe's regulators) the facilities of Service Provider where Adobe Information is stored or maintained by, or on behalf of, Service Provider, and to receive during such site visit)an executive summary of Service Provider's security practices and procedures.

12. Intentionally Omitted.

13. Miscellaneous

- 13.1 Adobe Security Assessments.** Adobe may perform periodic security assessments of its computing systems and networks. Service Provider agrees that should any such assessment reveal inadequate security by Service Provider, Adobe, in addition to other remedies it may have, may suspend Service Provider's access to Adobe's computing systems and networks until such inadequate security has been appropriately addressed. Such suspension will not be considered a breach of the Agreement.
- 13.2 Service Provider Obligations.** The obligations of Service Provider under this document shall continue for so long as Service Provider is in possession of or acquires Adobe Information, even if all agreements between Service Provider and Adobe have expired or been terminated.
- 13.3 Investigations.** Upon notice to Service Provider, Service Provider shall provide reasonable assistance to Adobe in the event of an investigation by any regulator, including a data protection regulator, or similar authority, if and to the extent such investigation relates to Adobe Information handled by Service Provider on behalf of Adobe. Such assistance shall be at Adobe's sole expense, except where such investigation was required due to Service Provider's acts or omissions, in which case such assistance shall be at Service Provider's sole expense.
- 13.4 Indemnification.** Service Provider shall indemnify, hold harmless, and defend Adobe, its affiliates, and its and their officers, directors, employees, agents, successors, assigns, and Service Providers from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including attorneys' fees and court costs) and any and all threatened claims, losses, liabilities, damages, settlements, expenses and costs arising from any third-party claim based on allegations of, any of the following: (A) any violation by Service Provider or Service Provider Party of the requirements of this document or the Data Protection Requirements; (B) any Security Incident; or (C) any negligence or willful misconduct of Service Provider, Service Provider Parties or any third party to whom Service Provider provides access to Adobe Information or systems, with respect to security or confidentiality of Adobe Information; and (D) costs incurred by Adobe in enforcing Service Provider's obligations under this document. Except as otherwise provided herein, Service Provider shall be fully responsible for, and shall pay, all costs and expenses incurred by Service Provider or Service Provider Parties with respect to the obligations imposed under this document.
- 13.5 Inability to Perform.** In the event that Service Provider is unable to comply with the obligations stated in this document, Service Provider shall promptly notify Adobe, and Adobe shall then be entitled (at its option) to suspend the transfer of Adobe Information, require Service Provider to cease using relevant Adobe Information, and/or immediately terminate the Agreement.
- 13.6 Termination.** Adobe may terminate the Agreement as a result of a failure by Service Provider to comply with the requirements of this document.
- 13.7 Trade Compliance.** The parties agree that each may provide the other with access to information, products, technologies, or services (hereafter referred to as "items") that may be subject to the trade control laws of the United States and other national governments, regardless of where the item is received. Each party is responsible for complying with all applicable laws that may impact each party's right to import, export, or use the Items.

AMENDMENT NO. 2

It is agreed the following changes are hereby made to this policy: PD3-860-038747-01

CHANGE(S)	ADDITIONS	DELETIONS
Revised the Sponsor's legal name	Face Page R (1) ASO-AGREEMENT-1 R (1) ASO-AGREEMENT-6 R (1) ASO-ANNEX A R (1) ASO-PLAN SUMMARY-DISC R (1)	Face Page ASO-AGREEMENT-1 ASO-AGREEMENT-6 ASO-ANNEX A ASO-PLAN SUMMARY-DISC

The effective date of this change is October 8, 2018

The changes will only apply to Disabilities or Partial Disabilities, which start on or after the effective date of this change.

This policy's terms and provisions will apply other than as stated in this amendment.

Dated this 13th day of February, 2019

Issued to and Accepted by:

Adobe Inc.
Sponsor

By _____
Signature and Title of Officer



Lincoln Life Assurance
Company of Boston

It is agreed the following changes are hereby made to this Agreement: PD3-860-038747-01

Changes	Additions	Deletions
Revised the grace period to 60 days to align with the recent California Supreme Court case ruling in McHugh v. Protective Life	ASO-AGREEMENT-4 R (1)	ASO-AGREEMENT-4

The Effective Date of this change is September 1, 2024.

The changes will only apply to Disabilities or Partial Disabilities which start on or after the effective date of this change.

This Agreement's terms and provisions will apply other than as stated in this amendment.

Dated this 29th day of August, 2024.

Issued to and Accepted by:

Adobe Inc.
Sponsor

By _____
Signature and Title of Officer

The Lincoln National Life Insurance Company



It is agreed the following changes are hereby made to this Agreement: PD3-860-038747-01

Changes	Additions	Deletions
Removed Classes 1 and 2 Added Classes 3B and 3P	ASO-ANNEX A-SPC-1 R (1) ASO-ANNEX A-SPC-2	ASO-ANNEX A-SPC-1 ASO-ANNEX A-SPC-2

The Effective Date of this change is January 1, 2026.

The changes will only apply to Disabilities or Partial Disabilities which start on or after the effective date of this change.

This Agreement's terms and provisions will apply other than as stated in this amendment.

Dated this 10th day of December, 2025.

Issued to and Accepted by:

Adobe Inc.
Sponsor

By _____
Signature and Title of Officer

The Lincoln National Life Insurance Company

