



## Adobe PDM- Adobe® Connect™– OnDemand Hosted (2013v3)

The Services described in this PDM are OnDemand Services and are governed by the terms of the General Terms, the OnDemand Exhibit, this PDM, and the applicable Sales Order.

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### Adobe Connect – OnDemand Hosted Service Description

Adobe Connect – OnDemand Hosted allows for online collaboration using a Web browser, Adobe Flash, and an internet connection in a multi-tenant environment. Adobe Connect – OnDemand Hosted may be licensed by Customer under one or more of the following modules:

#### 1. Adobe Connect Meeting

- 1.1 **License Metrics.** Adobe Connect Meeting may be licensed under the Named Host, Concurrent User, or Seminar Room licensing metrics.
- 1.2 **Description.** Adobe Connect Meeting enables Meetings that Participants can access via a web browser with the Adobe Flash Player. It provides support for sharing rich content, including streaming audio, video and software simulations, and it enables multi-person video conferences.
- 1.3 **Service Limitations and Use Restrictions.**
  - (A) **Client Software.** Customer may use the Distributed Code solely in conjunction with the OnDemand Service. If Customer has licensed Adobe Presenter in connection with access and use of the OnDemand Service, as indicated on the Sales Order, then end user license agreement accompanying such software shall govern its use.
  - (B) **Customer Content.** Certain features of the OnDemand Service enables Customer to specify the level at which such OnDemand Service restrict access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content. Customer acknowledges that the OnDemand Service is automated and that Adobe will not access any Customer Content, except as reasonably necessary to perform the OnDemand Service, such as: (i) respond to support requests; (ii) detect, prevent, or otherwise address fraud, security, or technical issues; or (iii) as expressly permitted under this Agreement.
  - (C) **Storage.** Customer Content may be stored on Adobe’s servers at Customer’s request, as necessary for Adobe to provide the OnDemand Service. Customer is solely responsible for making and keeping backup copies of Customer Content. Adobe shall use commercially reasonable efforts to block the uploading of Customer Content to the OnDemand Service that contains viruses detected by using industry standard virus detection software. Except as provided herein, Adobe has no responsibility or liability for the deletion or accuracy of Customer Content, the failure to store, transmit or receive transmission of Customer Content (whether or not processed by the OnDemand Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the OnDemand Service.

#### 2. Adobe Connect Training

- 2.1 **License Metrics.** Adobe Connect Training may be licensed under the Concurrent Learner licensing metrics.
- 2.2 **Description.** Adobe Connect Training provides course and curriculum management capabilities. This includes the capability to track OnDemand User completion and course results using a dashboard or view reports for individual learners.
- 2.3 **Service Limitations and Use Restrictions.** See section 1.3.

### 3. Adobe Connect Events

- 3.1 **License Metrics.** Adobe Connect Meeting may be licensed under the Named Events Manager licensing metrics.
- 3.2 **Description.** Adobe Connect Events manages OnDemand User registration, qualification, notification, automatic email reminders and tracking for Meetings and presentations. Adobe Connect Events module can provide detailed reports on attendee demographics, registrations, attendance, and answers to both registration questions and in-session polls.
- 3.3 **Service Limitations and Use Restrictions.** See section 1.3.

### 4. Adobe Connect Webcast

- 4.1 **License Metrics.** Adobe Connect Webcast may be licensed on a per-event basis.
- 4.2 **Description.** Adobe Connect Webcast enables very large Meetings with up to 70,000 Participants, which Participants can access via a web browser with the Adobe Flash Player. Adobe Connect Webcast may also include a team of event professionals as well as registration and reporting.
- 4.3 **Service Limitations and Use Restrictions.** See section 1.3.

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### Additional Terms.

- 5. **License to Documentation.** Customer may make and distribute copies of the Documentation for use by Users in connection with use of the OnDemand Service in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation must contain the same copyright and other proprietary notices that appear in the Documentation.
- 6. **Use of Online Services.** The OnDemand Service may facilitate Customer's access to APIs or other websites maintained by Adobe or its affiliates or third parties offering services (collectively, "**Online Services**"). Use of such Online Services may be subject to additional terms and conditions. EXCEPT AS EXPRESSLY AGREED BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, CUSTOMER'S USE OF ONLINE SERVICES IS AT ITS OWN RISK.
- 7. **Third Party Materials.** Customer acknowledges and agrees that by accessing or using the OnDemand Service, Customer may be exposed to materials from third parties that are offensive, indecent, or otherwise objectionable. Customer may report any violations of this Agreement to Adobe customer service.
- 8. **VOIP.** Customer may not use the OnDemand Service where Voice Over IP is prohibited by local laws or regulations.
- 9. **Use Restrictions.** Customer may not: (i) attempt to gain unauthorized access to service, materials, other accounts, computer systems, or networks connected to any Adobe server or to the OnDemand Service, through hacking, password mining, or any other means; (ii) obtain or attempt to obtain any materials or information through any means not intentionally made available through the OnDemand Service; (iii) engage in any systematic extraction of data or data fields (including email addresses) except as may be reasonably contemplated through the normal use of the OnDemand Service; (iv) use the OnDemand Service for malicious injection of dial tone multi-frequency commands.
- 10. **Representations and Warranties Regarding Customer Content.** Customer represents and warrants that: (i) Customer is the owner, licensor, or authorized user of all Customer Content; (ii) Customer will not upload, record, publish, link to, or otherwise transmit or distribute Customer Content that: (a) incites, assists, or otherwise encourages violence or any illegal activities; (b) infringes or violates the intellectual property rights of any third party or Adobe, or any rights of publicity or privacy of any party; (c) is materially false, misleading, or inaccurate; (d) promotes or comprises objectionable or unlawful content or activity; (e) is harmful to minors; (f) contains any viruses or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Personal Data, or property of another; or (g) violates any law, statute, ordinance or regulation.
- 11. **Audio Conferencing.** Customer represents and warrants that it has the right to use the particular audio conferencing service Customer uses in conjunction with the OnDemand Service.

- 12. Limitations.** The OnDemand Service is not designed or licensed for use in hazardous environments requiring fail-safe controls. Adobe, its affiliates, suppliers, licensors, and resellers specifically disclaim any express or implied warranty of fitness for such purposes.
- 13. Investigations.** At any time Adobe becomes aware of any possible violations by Customer of this Agreement, Adobe reserves the right to investigate such violations and, at its sole discretion, terminate immediately Customer's license to the OnDemand Service or remove Customer Content, without prior notice to Customer. If Adobe believes that criminal activity has occurred, Adobe reserves the right to refer the matter to, and to cooperate with, any law enforcement authorities. Adobe is entitled, except to the extent prohibited by applicable law, to disclose any information, including Personal Data, about Customer in Adobe's possession in connection with Customer's use of the OnDemand Service to law enforcement or other government officials. Adobe will provide Customer with prior notice of any such disclosure where legally permissible.
- 14. OnDemand Service Termination or Suspension.** Notwithstanding anything else set forth in the Agreement, Adobe may at any time and upon written notice to Customer immediately terminate, suspend or restrict access to the OnDemand Service if Adobe determines in its sole judgment that terminating, suspending or restricting access to the OnDemand Service is advisable for material security risks, to protect Adobe from liability, or for the continued normal and efficient operation of the OnDemand Service. Upon termination of the OnDemand Service, Adobe reserves the right to delete any data files associated with Customer Content, Personal Data, or Customer's use of the OnDemand Service.
- 15. Trial Use of Service.** If Customer has subscribed to the OnDemand Service on a trial basis, then Customer's use the OnDemand Service is subject to terms of the Agreement and is limited as provided in the email communication from Adobe, or as provided in web pages describing trial use of the OnDemand Service. This trial OnDemand Service is subject to change and termination at Adobe's sole discretion.
- 16. Third Party Software Notices.** In order to accommodate public demand for software that is interoperable with other products and platforms, Adobe, like other commercial software publishers, has designed its products to comply with public standards, and has incorporated code created and licensed by third parties, into its products. The creators of these public standards and publicly available code, as well as other third party licensors, require that certain notices and terms and conditions be passed through to the end users of the software. Such required third party software notices and/or additional terms and conditions are located at [www.adobe.com/products/eula/third\\_party/index.html](http://www.adobe.com/products/eula/third_party/index.html) (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement.
- 17. Customer Sites.** For purposes of this PDM, references to Customer Sites in the General Terms and OnDemand Exhibit will not apply.
- 18. Privacy.** The following will apply in place of the Privacy section of the OnDemand Exhibit (2013v3) for the OnDemand Services in this PDM.
- 18.1 Personal Data.** Any Personal Data uploaded by Customer to the OnDemand Service for purposes of sharing with Meeting Attendees shall be considered "Customer Content" as described in the Exhibit for OnDemand Services, and will not be considered Personal Data. Customer will provide conspicuous notice regarding, and obtain and maintain consent from Participants for, (i) Customer's access, use, or disclosure of Personal Data of Participants; and (ii) Adobe providing the tools for Customer to perform the actions described herein. Customer will comply with all data privacy laws and rules applicable to Personal Data of Participants.
- 18.2 Emails to Participants.** Emails related to the OnDemand Service are generally sent to Participants by Customer, and not by Adobe. If applicable, Adobe may send emails to Participants in Customer's name as Customer's agent, at Customer's request, and on Customer's behalf. Customer is solely responsible for such emails and contents thereof.
- 18.3 Recordings.** THE ONDEMAND SERVICE MAY ALLOW CUSTOMER TO RECORD MEETINGS AND TO COLLECT AND UTILIZE AN ONDEMAND USER'S PERSONAL DATA, VOICE, OR LIKENESS. Customer is responsible for ensuring collection of all any required consents and compliance with all any applicable restrictions and laws.

## 19 Additional Definitions.

- 19.1 **“Concurrent User”** means an individual licensed on a concurrent basis that may attend or host a Meeting, and is a type of OnDemand User.
- 19.2 **“Concurrent Learner”** means an individual learner that Customer licenses on a concurrent basis that may access training curriculum or courses, and is a type of OnDemand User.
- 19.3 **“Meeting”** means an Adobe Connect meeting, seminar, or webcast, as applicable.
- 19.4 **“Meeting Attendees”** means individuals who attend a meeting, telephone conference, seminar or webcast enabled by the OnDemand Service, and is a type of OnDemand User.
- 19.5 **“Named Events Manager”** means an individual that has the ability to manage advanced registration for Adobe Connect events, branded event pages, additional email options, and absentee/attendee reporting for meetings, courses, curriculums, presentations and other content. A Named Events Manager is a type of OnDemand User, and must be an individual, not a group or generic login, and a Named Events Manager license cannot be shared between more than one individual. A Named Events Manager license may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates; else written permission from Adobe is required.
- 19.6 **“Named Host”** means an individual that has the ability to host a Meeting with up to 100 total Meeting Attendees. A Named Host is a type of OnDemand User, and may create an unlimited number of Meeting rooms; however, the Named Host can only use one room at any one time, and rooms cannot be accessed unless the Named Host is present. A Named Host must be an individual, not a group or generic login, and a Named Host license cannot be shared between more than one individual. A Named Host license may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates; else written permission from Adobe is required.
- 19.7 **“OnDemand Service”** means, with respect to this PDM, the Adobe Connect – OnDemand Hosted service.
- 19.8 **“Participant”** means a third party, including a Meeting Attendee, who interacts with the OnDemand Service as a result of such party’s relationship with (or connection to) Customer, and is a type of OnDemand User.
- 19.9 **“Seminar Host”** means an individual employed or otherwise hired by Customer to administer the Seminar Room on behalf of Customer, and is a type of OnDemand User. **“Seminar Room”** means a Meeting room with a size that is set based on the number of seats purchased under that Seminar Room license. Customer may create an unlimited number of rooms, but only one Meeting can take place at any given time for each Seminar Room license purchased. A designated Seminar Host must be present in the room for the room to be accessed.
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