



ADOBE PDM – Adobe Desktop Products and Creative Cloud (2013v3)

The Products and Services described in this PDM are governed by the terms of this PDM, the applicable Sales Order, the General Terms, and the exhibit for OnPremise Software. As used in this PDM, OnPremise Software includes Adobe desktop products such as Acrobat and Creative Cloud offerings (such as Creative Cloud for Enterprise).

1. Term-Based License. For License-Term-based OnPremise Software (such as Creative Cloud for Enterprise), the terms of the OnPremise Exhibit shall govern Customer’s use of such OnPremise Software, subject to the following additional terms:

1.1 Portable or Home Computer Use. The primary user of the Computer on which the OnPremise Software is installed (“**Primary User**”) may install a second copy of the OnPremise Software for exclusive use only for the benefit and business of Customer on either a portable Computer or a Computer located at the Primary User’s home, provided that the OnPremise Software on the secondary computer not used at the same time as the OnPremise Software on the primary Computer.

1.2 Dual Boot Platform. If Customer has only purchased the OnPremise Software for use only on a specific operating system, then Customer must purchase a separate license for use of the OnPremise Software on two operating systems. By way of example, if Customer purchased OnPremise Software for Windows, then Customer must purchase OnPremise Software for Mac if Customer wants to install the OnPremise Software on both the Mac OS and Windows operating system platforms on a Computer that runs both of those platforms (i.e., a dual boot machine).

1.3 Distribution from a Server. If specified in the Sales Order, Customer may copy an image of the OnPremise Software onto a Computer file server within Customer’s Intranet (“**Server**”) for the purpose of downloading and installing the OnPremise Software onto Computers within the same Intranet.

1.4 Server Use.

(A) Except as otherwise permitted in the Sales Order, Customer may not install the OnPremise Software on a Server. If permitted in the Sales Order, then Customer may install the OnPremise Software on a Server for the purpose of allowing an individual from a Computer within the same Intranet (“**Network User**”) to access and use the OnPremise Software. If expressly permitted by Adobe, “**Intranet**” may include web hosting services with dedicated physical server space and restricted access to Customer only. The Network User who has access to or may use such OnPremise Software on the Server is referred to as “**Server Software User**”. Neither the total number of Server Software Users (not the concurrent number of users) nor the total number of Computers capable of accessing the OnPremise Software installed on the Server may exceed the license quantity. By way of example, if Customer has purchased 10 OnPremise Software licenses (license quantity is 10) and Customer elects to install the OnPremise Software on a Server, then Customer can only allow up to 10 Server Software Users access to the OnPremise Software (even though Customer may have more than 10 Network Users or fewer than 10 concurrent users of the OnPremise Software).

(B) For clarification and without limitation, the foregoing does not permit Customer to install or access (either directly or through commands, data, or instructions) the OnPremise Software:

- (1) from or to a Computer not part of Customer’s Intranet;
- (2) for enabling web hosted workgroups or web hosted services available to the public;
- (3) by any individual or entity to use, download, copy, or otherwise benefit from the functionality of the OnPremise Software unless licensed to do so by Adobe;
- (4) as a component of a system, workflow or service accessible by more than the permitted number of users; or
- (5) for operations not initiated by an individual user (e.g., automated server processing).

1.5 **License for Non-Serialized OnPremise Software (such as evaluation or pre-release version).** The OnPremise Software may be non-serialized (i.e. the Software may allow installation and use without input of a serial number during the License Term). If so, Customer may only install such non-serialized OnPremise Software on any number of computers as part of an organizational deployment plan (e.g., IT team including certain software in the ghost image when formatting and configuring computers in a department) during the License Term. Further, Customer may install and use such non-serialized OnPremise Software for demonstration, evaluation, and training purposes only and only if any output files or other materials produced through such use are used only for internal, non-commercial and non-production purposes. THE NON-SERIALIZED ONPREMISE SOFTWARE IS PROVIDED AS-IS. ACCESS TO AND USE OF ANY OUTPUT FILES CREATED WITH SUCH NON-SERIALIZED ONPREMISE SOFTWARE IS ENTIRELY AT CUSTOMER'S OWN RISK.

2. **Membership-Based License.** This Section applies to OnPremise Software provided to Customer as part of the membership for Creative Cloud for Team ("**Membership**"):

2.1 **Software License Included in the Membership.** Subject to Customer's continuous compliance with this Agreement and payment of the applicable Membership fees, if any, Adobe grants Customer a non-exclusive license to install and use the OnPremise Software: (a) during the period that the Membership is current and active ("**Membership Term**") and (b) in a manner consistent with this Agreement. Upon the expiration or termination of the Membership Term, (x) some or all of the OnPremise Software may cease to operate without prior notice and (y) Customer may not use the OnPremise Software unless Customer has renewed the membership.

2.2 **Services Included in the Membership.** Customer's access to Adobe Online Services included in the Membership is subject to and governed by the Adobe.com Terms of Use (<http://www.adobe.com/go/terms>) or as separately negotiated between Adobe and Customer.

2.3 **Availability.** Adobe may change the type of OnPremise Software (such as specific products, components, versions, platforms, languages, etc.) included in the Membership at any time without liability to Customer. Customer may not enable or allow others to use the OnPremise Software under Customer's Adobe ID.

2.4 **Activation.** Except as otherwise stated in the Activation Terms (<http://www.adobe.com/go/activation>), Customer may activate the OnPremise Software on up to 2 Computers within Customer's direct control for Customer's exclusive use for the benefit and business of Customer, provided that these activations are associated with the same Adobe ID.

3. **Content Files.** Unless stated otherwise in the Sales Order or specific license associated with the content files (e.g., stock photos, graphics) included with the OnPremise Software, Customer may use, display, modify, reproduce, and distribute any of the Content Files. However, Customer may not distribute such content files on a stand-alone basis (i.e., in circumstances in which the content files constitute the primary value of the product being distributed), and Customer may not claim any trademark rights in the content files or derivative works thereof.

4. **Online Services Accessible Through OnPremise Software.**

4.1 **Online Services.** The OnPremise Software may facilitate Customer's access to content, websites and services that are provided by Adobe or third parties (collectively "**Online Services**"). Use of such Online Services is subject to additional terms and conditions found on such website or otherwise associated with such Online Services. EXCEPT AS EXPRESSLY AGREED TO BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, CUSTOMER'S USE OF ONLINE SERVICES IS AT CUSTOMER'S OWN RISK.

4.2 **User Generated Content.** The Online Services accessible through OnPremise Software may contain user-generated content that is (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate for viewing at work. A complete list of integrated Online Services is available here: www.adobe.com/go/integratedservices. If Customer wants to prevent viewing of or access to user-generated content, it should either (a) disable Online Services access in the Creative Cloud Packager, where that functionality is made available, or (b) block access to the Online Services via its network firewall. Hosted Services are not, under any circumstances, available to users under the age of 13.

Adobe disclaims liability for all user-generated content available via the services. Any dispute about the Online Services or content that is available there shall be governed by the law and take place in the venue designated in the applicable terms of use. Customer is not entitled to a refund and Adobe is not liable in the event that access to the Online Services is slowed or blocked as a result of governmental or service provider action, or if Adobe blocks access to some or all of the Online Services if it deems, in its sole discretion, that such a block is necessary to comply with local laws.

4.3 **Online Storage.**

(A) **Storage.** Adobe may provide online storage for Customer. Unless otherwise stated in a separate written agreement between Customer and Adobe, Adobe is not responsible for:

- (1) storing Customer content,
- (2) the deletion or accuracy of any content, including Customer content,
- (3) the security, privacy, storage, or communications related to Customer content, or
- (4) disclosure of Customer content.

(B) **Limits.** Adobe retains the right to create reasonable limits on the use of the content, including Customer content, such as limits on file size, storage space, processing capacity, and other technical limits. Adobe may require you to delete Customer content until Customer is within the storage space limit associated with your account.

(C) **Liability.** Customer is entirely responsible for all of Customer content.

(D) **License.** Customer grants Adobe a royalty-free and transferrable license to adapt, display, distribute, modify, perform, publish, reproduce, translate, and use Customer content solely for the purpose of operating and improving the Services and enabling Customer's use of the Services. Customer may revoke this license and terminate Adobe's rights at any time by removing Customer content from the services. Adobe may retain and use copies of Customer content for archival purpose and investigative purpose.

5. Educational Institution. If the OnPremise Software includes Creative Cloud for Enterprise and if Customer is an educational institution, then Customer agrees not to allow children under age of 13 to use or access any services included with Creative Cloud for Enterprise. Customer is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to, obtaining parental consent concerning collection of students' personal information used in connection with the provisioning and use of the services by the Customer and its end users.

6. Font Software. As applies to fonts in the OnPremise Software:

6.1 Customer may use the font software with the OnPremise Software and output the font software to any output device(s) connected to Customer's Computer(s).

6.2 Customer may take a copy of the font(s) Customer has used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process Customer's file, provided such service bureau has a valid license to use that particular font software.

6.3 Customer may embed copies of the font software into its electronic documents for the purpose of printing, viewing, and editing the document. No other embedding rights are implied or permitted under this license.

6.4 As an exception to the above, the fonts listed at http://www.adobe.com/go/restricted_fonts are included with the OnPremise Software only for purposes of operation of the OnPremise Software user interface and not for inclusion within any Output Files. Such listed fonts are not licensed under this Section 6. Customer agrees that it will not copy, move, activate or use, or allow any font management tool to copy, move, activate or use, such listed fonts in or with any software application, program, or file other than the OnPremise Software.

6.5 Open-Source Fonts. Some fonts distributed by Adobe with the OnPremise Software may be open-source fonts. Customer's use of these open-source fonts will be governed by the applicable license terms available at http://www.adobe.com/go/font_licensing.

7. **After Effects Render Engine.** If the OnPremise Software includes the full version of Adobe After Effects, then Customer may install an unlimited number of Render Engines on Computers within its Intranet which includes at least one Computer on which the full version of the Adobe After Effects software is installed. The term "Render Engine" means an installable portion of the OnPremise Software that allows After Effects projects to be rendered but which cannot be used to create or modify projects and does not include the complete After Effects user interface.

8. **Acrobat.** If the OnPremise Software includes Acrobat Standard, Acrobat Pro, Acrobat Suite, or certain features within the above software:

8.1 Additional Definitions.

(A) "**Deploy**" means to deliver or otherwise make available, directly or indirectly, by any means including but not limited to a network or Internet, an Extended Document to one or more recipients.

(B) "**Extended Document**" means a PDF file manipulated by the OnPremise Software to enable the ability to locally save documents with filled-in PDF forms.

8.2 The OnPremise Software may include enabling technology that allows Customer to enable PDF documents with certain features through the use of a digital credential located within the OnPremise Software ("**Key**"). Customer agrees not to access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose.

8.3 For any unique Extended Document, Customer may only (a) Deploy that Extended Document to an unlimited number of recipients, but Customer may not extract data from more than 500 instances of such Extended Document (or any hardcopy representation of that Extended Document) that contains data from a recipient; and (b) Deploy an Extended Document to no more than 500 recipients without limits on the number of times Customer may extract data from a recipient from that Extended Document. Obtaining additional licenses to use Acrobat Standard, Acrobat Pro, or Adobe Acrobat Suite will not increase the foregoing limits (that is, the foregoing limits are the aggregate total limits regardless of how many additional licenses to use Acrobat Standard, Acrobat Pro, or Adobe Acrobat Suite the Customer may have obtained). For the avoidance of doubt, if Customer purchases another Adobe product or service that allows Customer to send a greater number of PDF files or forms (e.g. Adobe FormsCentral or Adobe LiveCycle Reader Extensions), then the terms of that Adobe product or service supersede the terms of this section 8.3.

8.4 Digital Certificates. Digital certificates may be issued by third party certificate authorities, including Adobe Certified Document Services vendors, Adobe Approved Trust List vendors (collectively "**Certificate Authorities**"), or can be self-signed. Purchase, use, and reliance upon digital certificates are the responsibility of Customer and Certificate Authority. CUSTOMER IS SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON A CERTIFICATE. UNLESS A SEPARATE WRITTEN WARRANTY IS PROVIDED TO CUSTOMER BY A CERTIFICATE AUTHORITY, CUSTOMER'S USE OF DIGITAL CERTIFICATES IS AT ITS SOLE RISK. Customer agrees to hold Adobe harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys' fees) arising out of or relating to Customer's use of, or any reliance on, any digital certificate or Certificate Authority.

9. **Adobe Runtime.** If the OnPremise Software includes Adobe AIR, Adobe Flash Player, Shockwave Player, or Authorware Player (collectively "**Adobe Runtime**"):

9.1 Adobe Runtime Restrictions. Customer will not use Adobe Runtime on any non-PC device or with any embedded or device version of any operating system. For the avoidance of doubt, and by example only, Customer may not use Adobe Runtime on any (a) mobile device, set top box, handheld, phone, game console, TV, DVD player, media center (other than with Windows XP Media Center Edition and its successors), electronic billboard or other digital signage, Internet appliance or other Internet-connected

device, PDA, medical device, ATM, telematic device, gaming machine, home automation system, kiosk, remote control device, or any other consumer electronics device; (b) operator-based mobile, cable, satellite, or television system; or (c) other closed system device. Additional information on licensing Adobe Runtime is available at <http://www.adobe.com/go/licensing>.

9.2 Adobe Runtime Distribution. Customer may only distribute an Adobe Runtime as a fully integrated portion of a developer application that is created using the OnPremise Software, including the utilities provided with the OnPremise Software, for example as part of an application that is packaged to run on the Apple iOS or Android™ operating systems. Distribution of the resulting Output File or developer application on a non-PC device requires Customer to obtain certain licenses which may be subject to additional royalties. It is solely Customer's responsibility to obtain such licenses and pay such royalties; Adobe grants no such license to the third party technologies under this Agreement. Except as expressly provided in this section, Customer has no rights to distribute Adobe Runtime.

10. Adobe Presenter. If the OnPremise Software includes Adobe Presenter and Customer installs or uses the Adobe Connect Add-in in connection with the use of the OnPremise Software, Customer agrees that it will install and use such add-in only on a desktop Computer and not on any non-PC product, including, but not limited to, a web appliance, set top box, handheld, phone, or web pad device. Further, the portion of the OnPremise Software that is embedded in a presentation, information, or content created and generated using the OnPremise Software (the "**Adobe Presenter Run-Time**") may only be used together with the presentation, information, or content in which it is embedded. Customer will not use, and will cause all licensees of such presentation, information, or content not to use, the Adobe Presenter Run-Time other than as embedded in such presentation, information or content. In addition, Customer will not use, and will cause all licensees of such presentation, information, or content not to, modify, reverse engineer, or disassemble the Adobe Presenter Run-Time.

11. Flash Builder with LiveCycle Data Services (LCDS) Data Management Library. Adobe Flash Builder may include the fds.swc library. Customer may use fds.swc only to provide client-side data management capabilities and as an output file within software Customer develops, subject to the following: Customer may not (a) use fds.swc to enable associations or offline capabilities within software or (b) incorporate fds.swc into any software that is similar to Adobe LiveCycle Data Services or BlazeDS. If Customer would like to do any of the foregoing, Customer will need to request a separate license from Adobe.

12. Digital Publishing Suite and InDesign. If the OnPremise Software includes certain components designed to work with or access the Adobe Digital Publishing Suite services ("**DPS**"; such components are referred to as "**DPS Desktop Tools**"), then Customer may install and use the DPS Desktop Tools solely for the purposes of: (a) creating or producing the content designed to be displayed within a Content Viewer (as defined in the terms of use related to DPS; such content is referred to as "**Output**"); (b) evaluating and testing the Output; and (c) where available, accessing and using DPS. Except as otherwise permitted herein, Customer may not display, distribute, modify, or publicly perform the DPS Desktop Tools.

13. Third-Party Notices. Adobe is required to include the following notices, which do not preclude the Customer from using the OnPremise Software generally for its business uses.

13.1 **AVC DISTRIBUTION.** The following notice applies to OnPremise Software containing AVC import and export functionality: THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL NON-COMMERCIAL USE OF A CONSUMER TO (a) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (b) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.adobe.com/go/mpegla>.

13.2 **MPEG-2 DISTRIBUTION.** The following notice applies to OnPremise Software containing MPEG 2 import and export functionality: USE OF THIS PRODUCT OTHER THAN CONSUMER PERSONAL USE IN ANY MANNER THAT COMPLIES WITH THE MPEG 2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG 2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C. 250 STEELE STREET, SUITE 300 DENVER, COLORADO 80206.

- 13.3 **Third-Party OnPremise Software Notices.** In order to accommodate public demand for OnPremise Software that is interoperable with other products and platforms, Adobe, like other commercial 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 OnPremise Software. Such required third party OnPremise Software notices and/or additional terms and conditions are located at http://www.adobe.com/products/eula/third_party/index.html and are made a part of and incorporated by reference into this Agreement. Customer acknowledges and agrees that Adobe and Adobe's licensors are third-party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein for the respective technology. The inclusion of these third-party notices does not limit Adobe's obligations to the Customer.

14. Privacy and Data Protection.

- 14.1 **Definitions.** For the purposes of this clause 14 (Privacy and Data Protection):
- (A) **"Personal Data"** is given the meaning under the relevant privacy or data protection laws relating to this term or any similar term (such as "personal information") used in the laws, or where no such laws apply, means any information that by itself or when combined with other information (such as telephone number, e-mail address, precise real-time GPS location, and government-issued identification number) can be used by Adobe to identify a specific natural person.
- (B) **"Sensitive Personal Data"** is given the meaning under relevant privacy or data protection laws relating to this term or any similar term (such as "sensitive personal information") used in the laws, or where no such laws apply, means financial information (including financial account information), sexual preferences, medical or health information, and personal information of children protected under any child protection laws (such as the personal information defined under the US Children's Online Privacy Protection Act).
- 14.2 **Compliance with Laws.** Customer is responsible for complying with (including giving any notifications, obtaining any consents, and making any disclosures required under) applicable privacy and data protection laws, regulations, rules, guidelines, and codes. Customer must ensure it does not directly or indirectly cause Adobe or third-party providers that operate or host servers in connection with the OnPremise Software to breach any laws, regulations, rules, guidelines, and codes in the collection, storage, access, transfer, use or disclosure of Personal Data arising from or in connection with this Agreement.
- 14.3 **Customer's Users.** Adobe does not communicate with Customer's users directly. Where required under applicable privacy and data protection laws, regulations, rules, guidelines, or codes, Customer must ensure that:
- (A) Customer takes reasonable steps to provide a notice (to any individual whose Personal Data is collected, processed, or stored in connection with Customer's use of the OnPremise Software) that identifies the collection, use, disclosure, and transfer of their Personal Data by Customer, Adobe, or third-party host providers in connection with the OnPremise Software; and
- (B) Customer, when disclosing or transferring Personal Data from any source to Adobe or third-party host providers, complies with the requirements for the disclosure or transfer.
- 14.4 **Sensitive Personal Data.** Customer must not use the OnPremise Software to collect, process, or store any Sensitive Personal Data of its employees, customers, partners, site visitors, or any third party. Customer must not under any circumstances transfer, disclose, or make available Sensitive Personal Data to Adobe or third party providers.
- 14.5 **Third-party Claims.**

- (A) Customer must defend any Claims brought by any person against Adobe, its Affiliates (and directors, employees, or agents of Adobe or its Affiliates), and third-party providers (“**Indemnified Parties**”), which arise in connection with (1) any violation of Customer’s privacy policy, any third party’s rights of privacy, or any privacy or data protection laws guidelines, regulations, codes, or rules; (2) any content provided by Customer to Adobe or Adobe’s third-party service providers in connection with the OnPremise Software (including any hosted content); or (3) any data stored on Customer’s behalf in connection with this Agreement. Customer will, in each case, indemnify the Indemnified Parties against their Losses arising out of or in connection with the foregoing (1), (2) or (3) in this clause 14.5, whether or not incurred by reason of a Claim. The Limitation of Liability provision in the Adobe General Terms will not apply to Customer’s liability or obligations under this clause 14.5.
- (B) Customer will have no liability for any Claim under clause 14.5(A) of this PDM if Adobe fails to:
- (1) notify Customer in writing of the Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that Customer is prejudiced by this failure;
 - (2) provide Customer with reasonable assistance requested by Customer for the defence or settlement (as applicable) of the Claim;
 - (3) provide Customer with the exclusive right to control and the authority to settle the Claim (Adobe may participate in the matter at Adobe’s own expense); or
 - (4) refrain from making admissions about the Claim without Customer’s prior written consent.