



ADOBE PDM – Adobe Anywhere (2014v1)

The Products and Services described in this PDM are governed by the terms of this PDM, the Sales Order, the General Terms, and the Exhibit for On-premise Software.

As used in this PDM, On-premise Software means Adobe Anywhere, which is a modern, collaborative workflow platform that empowers users of Adobe professional video solutions to work together, using centralized media, across standard networks.

1. Additional Definitions

- 1.1 **“License Term”** means the term of the license granted under this Agreement. Unless otherwise indicated a separate license agreement or a sales order referencing such license agreement, License Term is 1 year from the Effective Date and will automatically renew on an annual basis unless either party provides notice not to renew at least 30 days prior to the end of then-current term.
- 1.2 **“User”** means an individual employee, contractor, or subcontractor of Customer’s specific corporate enterprise or similar business entity who has access to the On-premise Software which does not exceed the license quantity.

2. Additional License Restrictions

- 2.1 **Anywhere Server.** Subject to Customer’s continuous compliance with this Agreement and the payment of applicable annual license fees, Adobe hereby grants to Customer a non-exclusive and limited license during the License Term to install and use the On-premise Software for the purpose of permitting up to permitted number of Users to access and use the On-premise Software within Customer’s Intranet. Upon the expiration or termination of the License Term, some or all of the On-premise Software may cease to operate without notice. Upon expiration or termination of the License Term, Customer may not use the On-premise Software unless Customer has renewed the license.
- 2.2 **Pre-release Software.** If the On-premise Software is pre-commercial release or beta software (**“Pre-release Software”**), then this section applies. The Pre-release Software does not represent final product from Adobe, and may contain bugs, errors, and other problems that could cause system or other failures and data loss. Adobe may never commercially release the Pre-release Software. Customer will promptly return or destroy all copies of Pre-release Software upon the earlier of Adobe’s request or upon Adobe’s commercial release of such On-premise Software. **Any use of Pre-release Software is at the Customer’s own risk.**
- 2.3 **Use in Compliance with the Law.** As between Customer and Adobe, Customer assumes all risks and is solely responsible for any and all liability resulting from Customer’s use of the On-premise Software in a way that violates (or that produces content that violates) any law or the rights of others including, without limitation, laws concerning copyright infringement or privacy.
- 2.4 **True-Up.** If, during the License Term, Customer deploys the On-premise Software beyond the license quantity (or allows more Users to use and access the On-premise Software than the license quantity), then Customer will report any such change to Adobe and will pay the applicable license fee for such over-deployment at least 30 days prior to the end of then-current License Term. If, during the License Term, Customer experiences a reduction of On-premise Software deployments resulting in a negative true-up

result, Customer will not be entitled to a credit or refund and no reduction will be made to the quantity of the then-licensed On-premise Software.

2.5 **Open Source Software.** Notwithstanding anything to the contrary, Customer is not licensed to (and Customer agrees that it will not) integrate or use the On-premise Software with any Open Source Software or otherwise take any action that could require disclosure, distribution, or licensing of all or any part of the Product in source code form, for the purpose of making derivative works, for sale or at no charge. For the purposes of this section, “Open Source Software” means software licensed under the GNU General Public License, the GNU Lesser General Public License, or any other license terms that could require, or condition Customer’s use, modification, or distribution of such software on the disclosure, distribution, or licensing of any other software in source code form, for the purpose of making derivative works, for sale or at no charge. Any violation of the foregoing provision immediately terminates all of Customer’s licenses and other rights to the On-premise Software granted under this Agreement. Customer may use other software with the On-premise Software, which may be commonly referred to as “open source” outside the terms of this Agreement, provided the license for such other open source software do not conflict with any of the terms and conditions herein.

3. Font Software. As applies to fonts in the On-premise Software:

3.1 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.

3.2 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.

3.3 As an exception to the above, the fonts listed at http://www.adobe.com/go/restricted_fonts are included with the On-premise Software only for purposes of operation of the On-premise Software user interface and not for inclusion within any Output Files. Such listed fonts are not licensed under this section 3. 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 On-premise Software.

3.4 Open-Source Fonts. Some fonts distributed by Adobe with the On-premise 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.

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4.1 **AVC DISTRIBUTION.** The following notice applies to On-premise 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 WILL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.adobe.com/go/mpegla>.

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