



ADOBE PDM – Adobe Creative Cloud (2015v1)

The Products and Services described in this PDM are governed by the General Terms, the Exhibit for On-demand Services and Managed Services, the Exhibit for On-premise Software, this PDM, and the applicable Sales Order. As used in this PDM, “**On-premise Software**” means the software that are included as part of the Creative Cloud. “**On-demand Services**” means the technology services that are offered as part of the Creative Cloud such as (1) the Sync, Store, and Share functionalities and (2) access to the free or paid versions of Store CC Plus, Kuler, Edge Inspect CC, Typekit Desktop Sync, Phonegap Build, Behance, Behance Prosite, Creative SDK, and Preference Sync. A complete list of integrated On-demand Services is available at www.adobe.com/go/integratedservices.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE

1. **Term-Based License.** For term-based licenses of On-premise Software (such as Creative Cloud for Enterprise), the terms of the Exhibit for On-premise Software will govern Customer’s use of such On-premise Software, subject to the following additional terms:
 - 1.1 **Dual Boot Platform.** If Customer has only purchased the On-premise Software for use only on a specific operating system, then Customer must purchase a separate license for use of the On-premise Software on 2 operating systems. For example, if Customer purchased On-premise Software for Windows, then Customer must purchase On-premise Software for Mac if Customer wants to install the On-premise 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).
 - 1.2 **Distribution from a Server.** Customer may copy an image of the On-premise Software onto a Computer file server within Customer’s Intranet (“**Server**”) for the purpose of downloading and installing the On-premise Software onto Computers within the same Intranet.
 - 1.3 **Server Use.**
 - (A) Except as otherwise permitted in the Sales Order, Customer may not install the On-premise Software on a Server. If permitted in the Sales Order, then Customer may install the On-premise 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 On-premise 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 On-premise 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 On-premise Software installed on the Server may exceed the license quantity. By way of example, if Customer has purchased 10 On-premise Software licenses (license quantity is 10) and Customer elects to install the On-premise Software on a Server, then Customer can only allow up to 10 Server Software Users access to the On-premise Software (even though Customer may have more than 10 Network Users or fewer than 10 concurrent users of the On-premise 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 On-premise 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 On-premise 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).

1.4 **License for Non-Serialized On-premise Software (such as evaluation or pre-release version).** The On-premise 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 On-premise 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 On-premise 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 On-premise Software is provided AS-IS. Access to and use of any output files created with such non-serialized On-premise Software is entirely at Customer's own risk.**

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

2.1 **Software License Included in the Membership.** If Customer has purchased a membership to use the On-premise Software, then subject to Customer's compliance with this Agreement, Adobe grants Customer a non-exclusive license to install and use the On-premise Software: (a) so long as Customer's membership is valid, and (b) so long as such use is consistent with this Agreement.

2.2 **Availability.** Adobe may change the type of On-premise 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 On-premise Software under Customer's Adobe ID.

3. **Activation and Update.** Customer may activate the On-premise 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 user identity. However, Customer may not use the On-premise Software on these 2 Computers simultaneously. If Customer licenses the On-Premise Software on a per Computer basis, then Customer may install the On-Premise Software on only 1 Computer. The On-Premise Software may automatically download and install updates from time to time from Adobe. These updates may take the form of bug fixes, new features, or new versions. Customer agrees to receive such dates from Adobe as part of Customer's use of the On-Premise Software.

4. **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 On-premise 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 must not claim any trademark rights in the content files or derivative works thereof.

5. **Educational Institution.** If the On-premise 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 On-premise Software:

6.1 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.

6.2 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.

- 6.3 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 7. 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.
- 6.4 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/products/type/font-licensing/end-user-licensing-agreements.html>.
7. **After Effects Render Engine.** If the On-premise 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 On-premise 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. **Adobe Runtime.** If the On-premise Software includes Adobe AIR, Adobe Flash Player, Shockwave Player, or Authorware Player (collectively "Adobe Runtime"):
- 8.1 Adobe Runtime Restrictions. Customer must 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>.
- 8.2 Adobe Runtime Distribution. Customer must not distribute an Adobe Runtime except as a fully integrated portion of a developer application that is created using the On-premise Software, including the utilities provided with the On-premise 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 licenses which may be subject to additional royalties. It is solely Customer's responsibility to obtain licenses for non-PC devices and pay applicable royalties; Adobe grants no license to any third party technologies to run developer applications or Output files on non-PC devices under this Agreement. Except as expressly provided in this section, Customer has no rights to distribute Adobe Runtime.
9. **Adobe Presenter.** If the On-premise Software includes Adobe Presenter and Customer installs or uses the Adobe Connect Add-in in connection with the use of the On-premise Software, Customer agrees to refrain from installing or using the Adobe Connect add-in on anything other than a desktop Computer, and agree not to install or use the Adobe Add-In 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 On-premise Software that is embedded in a presentation, information, or content created and generated using the On-premise 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.
10. **Flash Builder with LiveCycle Data Services (LCDS) Data Management Library.** Adobe Flash Builder may include the fds.swc library. Customer must not use fds.swc for any purpose other than to provide client-side data management capabilities and as an output file within software Customer develops, subject to the following: Customer must 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.

11. Digital Publishing Suite and InDesign. If the On-premise 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 must not install and use the DPS Desktop Tools for any purpose other than to: (a) create or produce the content 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) evaluate and testing the Output; or (c) where available, accessing and using DPS. Except as explicitly permitted in this section, Customer must not display, distribute, modify, or publicly perform the DPS Desktop Tools.

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

12.1 **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 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>.

12.2 **MPEG-2 DISTRIBUTION.** The following notice applies to On-premise 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.

12.3 **Third-Party On-premise Software Notices.** In order to accommodate public demand for On-premise 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 On-premise Software. Such required third party On-premise 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.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-DEMAND SERVICES

13. Privacy. The Privacy Policy at <http://www.adobe.com/go/privacy> governs any information Customer provides to Adobe (including any personal information in the Customer Content).

14. Use of Service.

14.1 **Modification.** Adobe may modify or discontinue the On-demand Services or any portions or service features thereof at any time without liability to Customer or anyone else. However, Adobe will make reasonable effort to notify Customer before Adobe makes the change. Adobe will also allow Customer a reasonable time to download its Customer Content. If Adobe discontinues an On-demand Service in its entirety, then Adobe will provide Customer with a pro rata refund for any unused fees for that Online Service that Customer may have prepaid.

- 14.2 **Storage.** When the On-demand Services provide storage, Adobe recommends that Customer continues to back up its content regularly. Adobe may create reasonable limits on the use of Customer Content, such as limits on file size, storage space, processing capacity, and other technical limits. Adobe may suspend the On-demand Services until Customer is within the storage space limit associated with Customer's account.
- 14.3 **User-Generated Content.** The On-demand Services may contain user-generated content that is (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate for viewing at work. If Customer wants to prevent viewing of or access to user-generated content, it should either (a) disable On-demand Services access in the Creative Cloud Packager, where that functionality is made available, or (b) block access to the On-demand Services via its network firewall. On-demand 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 On-demand Services. Any dispute about the On-demand 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 On-demand 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 On-demand Services if it deems, in its sole discretion, that such a block is necessary to comply with local laws.
- 14.4 **Additional License Restrictions.** In addition to the restrictions stated in the Exhibit for On-demand Services and Managed Services, Customer must not:
- (A) use the content or software included in the On-demand Services to construct any kind of database;
 - (B) attempt to disable, impair, or destroy the On-demand Services, software, or hardware;
 - (C) place advertisement of any products or services through the On-demand Services;
 - (D) use any data mining or similar data gathering and extraction methods in connection with the On-demand Services;
 - (E) access or attempt to access the On-demand Services by any means other than the interface Adobe provided;
 - (F) circumvent any access or use restrictions put into place to prevent certain uses of the On-demand Services; or
 - (G) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity.

15. Customer Content.

- 15.1 **Licenses to Customer Content in Order to Operate the On-demand Services.** Adobe requires certain licenses from Customer to Customer Content to operate and enable the On-demand Services. When Customer uploads Customer Content to the On-demand Services, Customer grants Adobe a non-exclusive, worldwide, royalty-free, sub-licensable, and transferrable license to use, reproduce, publicly display, distribute, modify (so as to better showcase Customer Content, for example), publicly perform, and translate the Customer Content as needed in response to user driven actions (such as when Customer chooses to store privately or share Customer Content with others). **This license is only for the purpose of operating and improving the On-demand Services.**
- 15.2 **Accessing and Sharing Customer Content.**
- (A) **Sharing.** Some On-demand Services may allow Customer to Share Customer Content. **"Share"** means to email, post, transmit, upload, or otherwise make available (whether to Adobe or other users) through Customer's use of the On-demand Services. Other users may use, copy, modify, or re-share Customer Content in many ways. Customer should consider carefully what it chooses to Share or make public as Customer is entirely responsible for the Customer Content that it Shares.
 - (B) **Level of Access.** Adobe does not monitor or control what others do with Customer Content. Customer is responsible for determining the limitations that are placed on Customer Content and for applying the appropriate level of access to Customer Content. If Customer does not choose the access level to apply to Customer Content, the system may default to its most permissive setting. It's

Customer's responsibility to let other users know how Customer Content may be shared and adjust the setting related to accessing or sharing of Customer Content.

(C) **Comments.** The On-demand Services may allow Customer to comment on content. Comments are not anonymous and may be viewed by other users. Customer's comments may be deleted by Customer, other Users, or Adobe.

15.3 **Termination of License.** Customer may revoke this license and terminate our rights at any time by removing Customer Content from the On-demand Services. However, some copies of Customer Content may be retained as part of Adobe's routine backups.

15.4 **Feedback.** Customer has no obligation to provide Adobe with ideas, suggestions or proposals ("**Feedback**"). However, if Customer submits Feedback to Adobe, then Customer grants Adobe a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable, to use, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

16. Investigations.

16.1 **Screening.** Adobe does not review all content uploaded to the On-demand Services but Adobe may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behaviour (for example, patterns of activity that indicate spam or phishing, or keywords).

16.2 **Disclosure.** Adobe may access or disclose information about Customer, or Customer's use of the On-demand Services, (a) when it is required by Law (such as when Adobe receives a valid subpoena or search warrant); (b) to respond to Customer's requests for customer service support; or (c) when Adobe, in its discretion, thinks it is necessary to protect the rights, property, or personal safety of Adobe, its users, or the public.

17. Managed Services.

17.1 If Customer has purchased Creative Cloud for enterprise with managed services ("CCMS"), then Customer may only use the Adobe Experience Manager Assets ("AEM") included as part of the CCMS as follows:

(A) Customer may not use AEM other than to facilitate file sharing within its organization using CCMS.

(B) Customer may access the AEM system console only for the purpose of managing access within its organization to the AEM system.

(C) Customer may use the application program interface (API) included in AEM for the purpose of storing and retrieving content as relates to CCMS and for the purpose of managing access to the AEM system.

17.2 Adobe provides recommended configuration and user count for CCMS. The performance of CCMS may not be optimal if Customer deviates from the recommended configuration or user count.