



## ADOBE PDM – Adobe Digital Publishing Suite (2015v1)

The On-demand Services described in this PDM are governed by the General Terms, the Exhibit for On-demand Services, this PDM, and the applicable Sales Order. As used in this PDM On-demand Service means Digital Publishing Suite, which is a customizable solution for enterprise publishers, global corporations, and worldwide ad agencies who want to transform their digital business through new revenue streams, deeper customer relationships, and cost-efficient tablet publishing.

### PRODUCT SPECIFIC LICENSING TERMS

#### 1. Additional Definitions

- 1.1 **“Authorized Viewer”** means a viewer application that is authorized by Adobe to display .folio file content. Authorized Viewer also includes any Adobe-branded viewer applications.
- 1.2 **“Customer Content”** means, in addition to the definition stated in the Exhibit for On-demand Services Customer’s publications or materials generated using the DPS Services intended for use with the Authorized Viewer, or the related DPS Services, including without limitation the files in Adobe’s proprietary file format for DPS (“.folio”).
- 1.3 **“Customer Viewer”** or **“Application”** means Customer-branded Authorized Viewer intended to display single-title Customer Content specific to one area of expertise, knowledge, or subject matter, including but not limited to any Production Application.
- 1.4 **“Digital Publishing Portal”** means singular launch point for Customers to use and access DPS Services.
- 1.5 **“DPS”** means Adobe’s Digital Publishing Suite.
- 1.6 **“DPS Services”** means the On-demand Services made available to Customer as further described in section 3. DPS Services include the Enterprise Support program, as further described in the Enterprise Support PDM.
- 1.7 **“Production Application”** means an Application that (A) is not contemplated a Sales Order or any prior DPS Services Sales Order and (B) may only be distributed only for the time period stated in the Platform fee section or elsewhere in the applicable Sales Order).
- 1.8 **“Proprietary Rights”** means any patent, copyright, trademark, service mark, mask work, moral rights, trade secret, or other intellectual property or proprietary right.
- 1.9 **“Reports”** means, in addition to the content described in the Exhibit for On-demand Services, Customer Data provided by the Authorized Viewer, as so long as such functionality is enabled.
- 1.10 **“Territory”** means territory or region where Customer obtains, uses, or accesses the Distributed Code and DPS Services from Adobe or as otherwise stated in the applicable Sales Order. Unless otherwise stated in a separate addendum, **the People’s Republic of China is expressly excluded from “Territory”**.
- 1.11 **“Web Viewer”** means an internet browser-based version of the Customer Viewer.

#### 2. Additional Restrictions Related to Distributed Code

- 2.1 **SDK and other Development Software.** With respect to SDKs and development software provided for the creation of Customer Content or Authorized Viewers:
  - (A) Customer may only use the Distributed Code within the Territory solely for the purposes of developing and testing the Customer Viewer and Customer Content.
  - (B) Unless stated in a Sales Order, Customer is not authorized to distribute Distributed Code to any third party.

- 2.2 **Font Software.** For any Adobe font that is identified as “available for licensed DPS users” on Adobe’s website at [www.adobe.com/type/browser/legal/additional\\_licenses.html](http://www.adobe.com/type/browser/legal/additional_licenses.html), Customer may embed copies of such font software into Customer Content solely for the purpose of distributing such embedded font in Adobe’s proprietary file format for DPS (“.folio file”) that is made available to end users for viewing purposes only as part of the Customer Viewer. No other embedding rights are implied or permitted under this license.

### 3. Additional Restrictions Related to On-Demand Service

- 3.1 **DPS Services.** With respect to DPS Services, Customer may only use and access the DPS Services within the Territory for the sole purpose of developing the Customer Content and publishing and distributing the Customer Content with an Authorized Viewer.

#### 3.2 Customer Viewer

(A) **Distribution License.** During the License Term, and subject to Customer’s compliance with the Agreement, Customer may distribute Customer Viewer to end users on all platforms supported by the DPS Services. Except as stated in a Sales Order, each Customer Viewer (or Application) will distribute only a single-title digital publication specific to one area of expertise, knowledge, or subject matter. By way of example, if Customer wishes to distribute 2 of its titles (e.g., Alumni Affairs and Course Catalogue), then Customer must license 2 Customer Viewers (or 2 Applications). Customer may distribute any Production Application to end users for end users’ internal use only for the time period stated in the Sales Order. Customer remains liable for any obligations or liabilities to Adobe arising or resulting from the acts or omissions in breach of these terms and conditions by Customer’s distributors.

(B) **Customer EULA.** Customer will ensure that such Customer Viewer is distributed to or made available to the end users under an enforceable end user license agreement in favor of Customer and its licensors containing at least the following terms: (A) a prohibition against distribution and copying, (B) a prohibition against modifications and derivative works, (C) a prohibition against decompiling, reverse engineering, disassembling, and otherwise reducing the software to a human perceivable form, (D) a provision indicating Customer’s (and its licensors’) ownership of the software, (E) a disclaimer of indirect, special, incidental, punitive, and consequential damages, (F) industry standard disclaimers and limitations, such as a disclaimer of all applicable statutory warranties, to the full extent allowed by law, a limitation of liability not to exceed the price of the Customer Viewer, and a provision that the end user’s sole remedy is return and refund, if any, from Customer, and (G) and terms of conditions notifying the end user of any restrictions including but not limited to the reporting of abuse, copyright infringement, and any other violations related to Customer Content.

(C) **Upgrades.** Customer must use reasonable efforts to update the Customer Viewer with any updates or upgrades to the Distributed Code provided to Customer by Adobe within a reasonable period of time after Customer first receives the applicable update or upgrade.

- 3.3 **Agency License.** If expressly permitted in the Sales Order, then Adobe grants to Customer a non-exclusive right to create and distribute Customer Viewers and Customer Content on behalf of Customer’s clients pursuant to this PDM, provided that: (A) Customer enters into a written service agreement with its client that: (i) grants Customer and its distribution partners (such as Adobe) sufficient rights to reproduce and distribute any digital content created under this license and (ii) makes Adobe (as a distribution partner) a third party beneficiary to such agreement, including a beneficiary of any non-infringement warranties and indemnification provisions; and (B) Adobe may terminate, restrict, or suspend the download of any Customer Content or Customer Viewer in accordance with this Agreement, such as for failure to pay fees. Any such viewer and content of Customer’s clients are deemed a Customer Viewer and Customer Content, respectively. Customer agrees that: (x) the use contemplated in this section is only for the direct benefit of Customer’s clients; (y) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (z) Customer remains fully liable for any and all acts or omissions by Customer’s clients related to the DPS Terms. In no event may Customer use the license granted in this Section to act as a reseller of the Software or DPS Services.

- 3.4 **Device-Specific Programs.** Customer is responsible for enrolling in any device-specific developer programs at as well as any fees or expenses related to such developer systems. Customer is also responsible for completing any application submission process, including but not limited to the payment of associated fees, required for Customer's applications, such as the Customer Viewer, to appear on the specific device app "store" or marketplace.
- 3.5 **Third-Party Fees and Expenses.** Customer's ability to access the DPS Services may require payment of third-party fees (such as telephone toll charges, mobile carrier fees, ISP, data plan, etc.). Customer is responsible for payment of any and all fees or expenses related to the procurement of SSL certificates or similar credentials required for Customer's submission of the Customer Viewer (i.e. such as Customer's submission of its Content Viewer to third party app stores and marketplaces) in connection with its use of the DPS Services.
- 3.6 **Web Viewer.** Customer may not embed the Web Viewer in an iFrame (or equivalent) without using the library associated with the Web Viewer. Customer may not reverse engineer or modify any library associated with the Web Viewer.
- 3.7 **Notice and Takedown.** Customer agrees that it will only make content available that originates with and/or is licensed by Customer for distribution by Customer. It is Customer's sole responsibility to manage any reports of violations reported to Customer (including without limitation privacy notice violations and takedown requests under the applicable law).
- 3.8 **Use Restrictions.** Customer may not (A) introduce a virus, worm, Trojan horse, or other harmful software code or similar files that may damage the operation of a third party's computer or property or information; (B) use the DPS Services in any manner that could damage, disable, overburden, or impair any Adobe server, or the network(s) connected to any Adobe server or interfere with any other party's use and enjoyment of the DPS Services; (C) attempt to gain unauthorized access to DPS Services, materials, other accounts, computer systems or networks connected to any Adobe server or to the DPS Services, through hacking, password mining, or any other means; (D) engage in any systematic extraction of data or data fields, including without limitation email addresses; (E) disclose, harvest, or otherwise collect information, including email addresses, or other private information about any third party without that party's express consent; (F) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or (G) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless Customer owns or controls the rights thereto or has received all necessary consent to do the same.

#### 4. Customer Content

- 4.1 Adobe will not remove Customer Content that Adobe hosts on Customer's behalf until (A) Adobe is put on actual notice that such content violates the law; (B) Adobe provides Customer a reasonable opportunity to remove the content; and (C) Customer fails to do so. Upon Customer's failure to cure within a reasonable time upon notice, Adobe has the sole discretion to determine whether to remove the Customer Content stated in the notice or suspend or terminate Customer's license to access and use the DPS Services.
- 4.2 If Customer Content includes files in the .folio format, then Customer may only distribute and Adobe is only obligated to fulfill such content through Authorized Viewer or a licensee of the .folio specification. Customer may not distribute the files in .folio format to a third party (other than to a licensee of the .folio specification) for the purpose of creating a viewer to such file, distributing such file through the third-party viewer, or otherwise circumvent any digital rights management related to such file or the Distributed Code.
- 4.3 Customer will not provide Adobe with any Customer Content and Customer Data, or any other materials that: (A) infringe any third party's Proprietary Rights; (B) violate any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and email/spam and laws

governing content and data privacy; (C) are defamatory or trade libelous; (D) are obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, threatening, indecent, vulgar, or otherwise objectionable or unlawful content or activity; (E) is harmful to minors; or (F) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; or otherwise violate the Agreement.