



PSLT- Adobe Captivate Prime (2015v2)

- 1. Customer Content.** Certain features of the On-demand Service enable Customer to specify the level at which the On-demand Service restrict access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content. The uploading of Customer Content to the On-demand Service without actual viewing by Adobe, does not constitute disclosure of the Customer Content to Adobe. The On-demand Service is automated and that Adobe will not access any Customer Content, except as reasonably necessary to perform the On-demand Service, such as: (A) respond to support requests; (B) detect, prevent, or otherwise address fraud, security, or technical issues; or (C) as expressly permitted under this Agreement.
- 2. Storage and Retention of Customer Data.** Customer Content may be stored on Adobe's servers at Customer's request, as necessary for Adobe to provide the On-demand Service. Customer is solely responsible for making and keeping backup copies of Customer Content. 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 On-demand Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the On-demand Service. Adobe will store Customer Data so long as the size of that storage is not unreasonable in Adobe's discretion. Customer Data may be deleted if Customer instructs Adobe to do so, or if required by law. Customer agrees that it is solely responsible for complying with all applicable document retention laws and regulations including any duty to provide notice to third parties about retention or deletion of documents.
- 3. Third Party Materials.** Customer acknowledges and agrees that by accessing or using the On-demand 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.
- 4. License 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 On-demand 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 On-demand 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 On-demand Service; (iv) use the On-demand Service for malicious injection of dial tone multi-frequency commands; or (v) upload, record, publish, link to, or otherwise transmit or distribute Customer Content that would breach Customer's representations and warranties regarding Customer Content.
- 5. Limitations.** The On-demand 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. Further, Adobe is not liable in the event that access to the On-demand Service is slowed or blocked as a result of governmental action.
- 6. Trial Use of Service.** If Customer has subscribed to the On-demand Service on a trial basis, then Customer's use of the On-demand Service is subject to terms of this Agreement and is limited as provided in the email communication from Adobe, or as provided in web pages describing trial use of the On-demand Service. This trial On-demand Service is subject to change and termination at Adobe's sole discretion.
- 7. Third Party Software Notices.** The creators of certain public standards and publicly available code, as well as other third party licensors, require that certain notices be passed through to the end users of the On-premise Software. These third party notices are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto).
- 8. Emails to Registered User.** Emails related to the On-demand Service are generally sent to Learners by Customer, and not by Adobe. If Learners have opted-out from receiving communications from Adobe, those Learners may still receive certain services-related emails sent by Customer. If applicable, Adobe may send emails to Learners 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. A "**Learner**" refers to that individual, who interacts with the On-demand Service as a result of such party's relationship with or connection to Customer, and is a type of Registered User.

- 9. Data Retention.** Customer Data may be permanently deleted from Adobe's servers 12 months from the date of expiry of the License Term.
- 10. Support Services.** Customer acknowledges that support services for the On-demand Service will only be provided in English regardless of any term in the Agreement stating otherwise.