



## PSLT – Adobe Creative Cloud and Adobe Document Cloud (2016v1.1)

### PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE

#### 1. Multiple-User Access.

1.1 If On-premise Software licensed on a per-User basis is installed on a Computer accessible by more than one User, then the total number of Users (not the concurrent number of users) capable of accessing the On-premise Software must not exceed the license quantity stated in the Sales Order.

1.2 Customer must not install or access (either directly or through commands, data, or instructions) the On-premise Software for operations not initiated by an individual user (e.g., automated server processing).

2. **Activation; Simultaneous Use.** If Customer licenses the On-premise Software on a per-User basis, each User may activate the On-premise Software on up to 2 Computers within Customer's direct control. Customer is not permitted to 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.

3. **Update.** The On-premise Software may automatically download and install updates from time to time. Customer agrees to receive such updates from Adobe as part of Customer's use of the On-premise Software.

4. **Content Files.** Customer may use, display, modify, reproduce, and distribute any of the Adobe-provided sample files such as fonts, stock images or sounds ("Content Files"), except Customer must not distribute Content Files on a stand-alone basis. Customer may not claim any trademark rights in, or derivative works of, the Content Files.

5. **Embedded Use.** Customer may embed or distribute, as applicable, any software made available to Customer through the On-premise Software (including fonts, runtimes, add-ins, and 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) as part of developer applications, electronic documents or content, and may only permit use of such software in connection with such application, document or content. No other embedding rights are implied or permitted.

6. **After Effects Render Engine.** Customer may install an unlimited number of Render Engines on Computers within its intranet that 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 enables the rendering of After Effects projects, but which may not be used to create or modify projects and does not include the complete After Effects user interface.

7. **Digital Certificates.** The On-premise Software or On-demand Services may include technology that allows Customer to enable certain features of electronic signatures or PDF documents through the use of digital credentials ("**Key**"). Customer may not access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose. Digital certificates may be issued by third party certificate authorities, or can be self-signed. Customer is solely responsible for deciding whether or not to rely on a certificate and for the purchase, use, and reliance upon digital certificates.

8. **Adobe Runtime.** If the On-premise Software includes Adobe AIR, Adobe Flash Player, Shockwave Player, Authorware Player, or portion of the On-premise Software embedded in a presentation, information, or content created and generated using the On-premise Software (collectively "**Adobe Runtime**"), then Customer may not use Adobe Runtime on any non-PC devices. Distributions of the resulting output file or developer application on a non-PC device may require Customer to obtain licenses and be subject to additional royalties, for which Customer is solely responsible.

9. **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.

10. **AVC Distribution.** The notices applicable to On-premise Software containing AVC import and export functionality are located on the Third-Party Notice Page.

## **PRODUCT SPECIFIC LICENSING TERMS FOR ON-DEMAND SERVICES**

### **11. Use of Service.**

- 11.1 **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 in certain circumstances. 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. Adobe disclaims liability for all user-generated content available via the On-demand Services.
- 11.2 **Additional License Restrictions.** Customer must not:
- (A) place advertisement of any products or services through the On-demand Services;
  - (B) use any data mining or similar data gathering and extraction methods;
  - (C) circumvent any access or use restrictions; or
  - (D) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity.

**12. 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 efforts to notify Customer before Adobe makes the change. If Adobe discontinues an On-demand Service in its entirety, then Adobe will provide Customer with a pro rata refund of prepaid fees or similar service for that On-demand Service.

### **13. Storage and Retention.**

- 13.1 Adobe will store Customer Content and Customer Data so long as the size of that storage does not exceed the amount of storage associated with Customers account, if any. Adobe may create reasonable limits on the use and storage of Customer Content and Customer Data, such as limits on file size, storage space, and other technical limits. If Customer exceeds those limits, Adobe will make reasonable commercial efforts to notify Customer and provide Customer with an opportunity to transition Customer Content and Customer Data out of the On-demand Service prior to deleting Customer Content and Customer Data pursuant to this clause.
- 13.2 Customer Content and Customer Data may be deleted any time, if required by law and also at the end of any termination or expiration of this Agreement.

## **PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE AND ON-DEMAND SERVICES**

**14. Use of Customer Content.** Section 6.3 of the General Terms is not applicable to any Customer Content imported into or uploaded to the Adobe Creative Cloud and Adobe Document Cloud On-premise Software solutions.

**15. Third-Party Notices.** The creators or third party licensors of certain public standards and publicly available code ("Third Party Materials"), 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](http://www.adobe.com/products/eula/third_party/index.html) (or a successor website thereto). The inclusion of these third party notices does not limit Adobe's obligations to the Customer for Third Party Materials integrated into the On-premise Software.

## **PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE CREATIVE CLOUD**

### **16. Managed Services.**

- 16.1 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.
- 16.2 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.

### 16.3 Software Updates and Upgrades for Managed Services.

- (A) Standard upgrades if AEM and CCMS are purchased together and deployed in the same instance:
- (1) **Types of Upgrades.** From time to time during the License Term, Adobe may implement upgrades to the Managed Services. Those upgrades may include a Customer-specific upgrade, an emergency upgrade necessary for the security of the Managed Services or to address issues causing Adobe not to meet the Minimum Uptime Percentage (each an “**Emergency Upgrade**”), a minor upgrade (i.e., a maintenance release or a new minor version change to the Managed Services for purposes including but not limited to, error correction), or a major upgrade (i.e., a new version of the Managed Services).
  - (2) **Upgrade Events Sequence.** Adobe will make all reasonable efforts to first install all upgrades on a server in the Pre-Production Phase at a mutually agreed upon time described in section 16.3(A)(3) (Upgrade Timing) below. Once Adobe performs such installation, Customer will work with Adobe to test the upgrade’s implementation in a timely fashion and will notify its Adobe contacts, as listed in the Runbook, of the success or failure of such testing. In the event of successful test results, Adobe will install the upgrade on server(s) in the Production Phase on a schedule described in section 16.3(A)(3) (Upgrade Timing) below. In the event of the failure of the upgrade, Adobe will take corrective action if the issue is with Adobe’s software. If the issue is with Customer Customizations, Adobe will take reasonable steps to support Customer in Customer’s efforts to make adjustments to the code underlying Customer Customizations. Upon successful resolution of any such issues, Adobe will install the upgrade on the Production Phase server(s) as described above. Customer may elect to defer or decline any such upgrade (excluding Emergency Upgrades) as set forth in section 16.3(A)(4) (Upgrade Deferrals) below.
  - (3) **Upgrade Timing.** Emergency Upgrades will be implemented by Adobe as needed. All other upgrades will be implemented by Adobe throughout the License Term upon prior written notice to Customer as specified in the Runbook. Adobe will notify Customer, with as much lead time as possible, of the availability of such upgrades. After Adobe provides such notification, Adobe will work with Customer to determine a mutually agreed upon time to provide a Pre-Production Phase system for Customer to start testing the upgrade. Unless Adobe agrees in writing to a longer test period, Customer must finish its testing within 5 business days after Adobe makes the upgraded Managed Services available. In the event that Customer notifies Adobe that the tests on the Pre-Production Phase system have passed, Adobe will work with Customer to determine a mutually agreed upon maintenance window or other time period to implement the upgrade.
  - (4) **Upgrade Deferrals.** Customer may elect to defer or decline any upgrade (excluding Emergency Upgrades). If Customer defers or declines an upgrade that is required to maintain the Managed Services within at least 1 major upgrade of the then-current, generally commercially available version of CCMS (each a “**Support Upgrade**”) for any reason (including but not limited to, unwillingness to accept the Support Upgrade or unwillingness to make Customer Customizations that enable the Managed Services to become compatible with a Support Upgrade), Customer agrees to pay Adobe an additional Extended Operations Uplift Fee calculated as an additional 50% increase to any fees incurred after the effective date of Customer’s deferral or declining of the Support Upgrade. Regardless, Customer is not obligated to pay to Adobe any such Extended Operations Uplift Fees if Customer is willing to install the Support Upgrade, but an action by Adobe causes such Support Upgrade to fail to be backward compatible with the then-current version of the Managed Services; however, Customer will work with Adobe to install the applicable Support Upgrade within a reasonable period of time.
  - (5) **Upgrades.** Regardless, Customer must accept all Emergency Upgrades.
- (B) Standard upgrades if CCMS is purchased separately:
- (1) Adobe will notify Customer of the availability of upgrades and will work with Customer to determine a mutually agreed upon time to provide the upgrade within 30-days of notification. If Customer fails to set up a time to provide the upgrade within 30-days of notification of the upgrade, Adobe, at its sole discretion, will push out the upgrade to the Customer.

### 16.4 Additional Definitions.

- (A) “**Customer Customizations**” means the customizations made to the Managed Services by Customer. Customer Customizations do not constitute Indemnified Technology.

- (B) **“Minimum Uptime Percentage”** means the minimum Uptime Percentage (as defined in the Service Level Agreement: <http://www.adobe.com/legal/service-commitments.html>) identified in the Sales Order and Documentation for each Managed Service licensed by Customer. Generic non-production instances have no guaranteed Minimum Uptime Percentage.
- (C) **“Pre-Production Phase”** means the period of time before the Production Phase.
- (D) **“Production Phase”** means the period of time when Managed Services users use the Managed Services (A) on Customer Sites; or (B) for its internal operations.
- (E) **“Runbook”** means a document written by Customer that provides Adobe with a list of Customer Customizations and configurations Customer made to the Managed Services. Such list is intended to assist Adobe in running and supporting the Managed Services in the Production Phase.
- (F) **“Service Level Agreement”** means Adobe’s Minimum Uptime Percentage obligations detailed in the Service Level Agreement and the Service Level Exhibit for Creative Cloud Managed Services found here: <http://www.adobe.com/legal/service-commitments.html>.

**17. Use Limitation.** Customer may only use the Products and Services specified in the Sales Order, even if it has access to other products and services through the licensed Products and Services.

**18. Exception to General Terms for Customer Data.** Customer Data, as defined in section 1.11 of the General Terms does not apply to Customer’s use of the Adobe Creative Cloud On-premise Software solution.

## **PRODUT SPECIFIC LICENSING TERMS FOR ADOBE DOCUMENT CLOUD**

### **19. Additional Definitions.**

- 19.1 **“Electronic Document”** means any document uploaded into the electronic signature service.
- 19.2 **“Electronic Signature”** means the capability of the electronic signature service to include an electronic sound, symbol, or process attached to or logically associated with an Electronic Document and executed or adopted by a person with the intent to sign the Electronic Document.
- 19.3 **“Participant”** means any individual or entity who electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via Customer’s electronic signature service account.
- 19.4 **“Transaction”** means when an Electronic Document or a collection of related Electronic Documents is sent to a recipient through the electronic signature service. Each 100 pages or 10 MB is a Transaction.

### **20. Privacy, Information Security, and Compliance.**

- 20.1 **Sensitive Personal Data.** The Sensitive Personal Data section 8.7 of the General Terms does not apply to Customer’s use of the electronic signature service.
- 20.2 **Information.** Information received by Adobe in connection with the electronic signature service is governed by the Adobe Privacy Policy (<http://www.adobe.com/privacy/echosign.html>).
- 20.3 **Customer’s Responsibilities Regarding Information of Participants.** Customer is responsible for complying with (including giving any notifications, obtaining any consents and making any disclosures required under) applicable privacy, security, electronic signature and data protection laws, guidelines, regulations or industry standards or codes applicable to Personal Data of Participants. Customer is responsible for obtaining and maintaining consent from Participants to Customer’s access, use, or disclosure of Personal Data of Participants. Customer is responsible for obtaining authorizations, if any, from Participants required to enable Adobe to provide the On-demand Service. The use of the electronic signature service is conditioned on Participant’s acceptance of the terms of use presented when using the electronic signature service.
- 20.4 **Customer Security.** Customer is responsible for configuring and using the security features of the electronic signature service to meet Customer’s obligations to Participants under applicable privacy, security, and data protection laws. Adobe is not responsible for the security of Electronic Documents that are emailed to Participants from the electronic signature service, downloaded from the electronic signature service, or which are transferred to a non-Adobe system via a third party integration feature of the electronic signature service. Adobe is not liable for damages arising out of unauthorized access to Customer’s account or to Customer Content and Customer Data if Customer fails to follow secure password composition, management, and protection practices for Customer’s account.

20.5 **Health Insurance Portability and Accountability Act (“HIPAA”).** Customer is solely responsible for compliance with HIPAA and Health Information Technology for Economic and Clinical Health (“HITECH”). Adobe is not acting on Customer’s behalf as a Business Associate, as that term is defined in HIPAA, when providing the On-demand Service unless separately agreed to in writing.

20.6 **Payment Card Industry Data Security Standard (PCI DSS).** The Payment Card Industry Data Security Standard (PCI DSS) prohibits the transmission of any Account Data (including Cardholder Data, Card Verification Code or Value) using the fax signature capability. PCI DSS also prohibits using the electronic signature service to store Sensitive Authentication Data, including Card Verification Code or Value after authorization, even if encrypted. Capitalized terms in this section are defined in the PCI DSS.

**21. Legal Counsel. Customer will solely rely on its own legal counsel and determinations as to the use and viability of Electronic Signatures in a particular country or for a particular use. It is Customer’s responsibility to ensure that its use of the On-demand Service conforms and complies with applicable laws, regulations or policies relevant to a particular country or for a particular product use.**

**22. User Transactions for Electronic Signature Service.** For Customers billed on a per User or FTE basis, during each twelve-month period, each licensed User or FTE is permitted to send an aggregate number of Transactions equal to two times the average number of annual Transactions sent through the electronic signature service. Transactions do not carry over from the previous twelve-month period to the next.

## **PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE TYPEKIT**

### **23. Typekit Service.**

#### **23.1 Desktop Publishing.**

- (A) Customer may only use Typekit Desktop (including any Distributed Code that Adobe permits to be synced or otherwise made available to Customer through Typekit Desktop) on the permitted number of Computers;
- (B) Customer may activate the On-demand Service on up to 2 Computers within Customer’s direct control, but may not use the On-demand Service on these 2 Computers simultaneously;
- (C) Customer may use Typekit Desktop that have been synchronized to Customer’s Computer to design and develop Customer Documents and Customer may embed and distribute Typekit Desktop within Customer’s Customer Documents so that when others view, print or interact with Customer’s Customer Documents they will see Customer’s content displayed (and can edit portions of Customer’s Customer Documents like inputting text into form fields, if applicable) with Typekit Desktop as Customer intended; and
- (D) Customer may only embed those characters (i.e. subset) of Typekit Desktop that are necessary to display, print and view (or edit, if applicable) the Customer Document.

#### **23.2 Obligations, Limitations, Restrictions and Prohibited Uses of the Distributed Code.**

- (A) **Continuing access to the Distributed Code.** On-going access to the Distributed Code may require a recurring Internet connection to provision, activate, or synchronize the Distributed Code, or to authorize, renew or validate Customer’s access to the Distributed Code. In some cases, Typekit Font that Customer designs into certain published documents or published websites (collectively “Published Media”) will be viewable by Customer and by third parties that access or view the Published Media only for as long as Customer maintains an uninterrupted subscription plan (including payment of all subscription plan fees, if applicable).
- (B) **Prohibited Uses of the Distributed Code.** Customer is expressly prohibited from:
  - (1) Hosting the Distributed Code on Customer’s own server or other self-hosting option or service;
  - (2) Allowing external output of the Distributed Code from within Customer’s Published Media, or distributing any portion of the Distributed Code on a standalone basis or in any way that would allow another person to use the Distributed Code to author new content outside of Customer’s Published Media;

- (3) Adding any functionality to, or otherwise changing, altering, adapting, translating, converting, modifying, creating, or making or having made any Derivative Works of any portion of the Distributed Code; and
- (4) Attempting to copy, move or remove Distributed Code from the locations or folders on Customer's Computer where Adobe has installed such Distributed Code, or otherwise attempting to access or use the Distributed Code other than by subscribing directly to the Service Using the means Adobe provides for such purposes.

The prohibited uses above may not apply to certain components included with the Distributed Code that are under an open source license.

**24. Website Publishing.** Customer may only use Typekit Web to design and develop the Customer Site and to encode a link to selected Typekit Web within the Customer Site design so that visitors to the Customer Site will see the content displayed with Typekit Web as intended.

**25. Use Restrictions.**

- 25.1 If Customer is an Agency, Adobe grants a limited right to Customer to use Typekit Web only in connection with services Customer provides as an Agency to its customers.
- 25.2 Customer may not use any portion of the Distributed Code in a Reseller Platform without express prior written permission from Adobe.
- 25.3 Customer may not allow external output of the Distributed Code from within Customer Site or Customer Document.

**26. License Contingency.** Customer's license to the Typekit Font will automatically terminate if Adobe's license from the respective third party licensors expires or is otherwise terminated. Adobe will endeavor to provide Customer reasonable notice prior to any such termination.

**27. Definitions.**

- 27.1 "**Agency**" means an individual or commercial business that provides web or graphic design, advertising, marketing, or similar services to its own customers or clients and which services may include creating or maintaining Customer Content.
- 27.2 "**Customer Documents**" mean any publicly distributed form of digital document that uses Typekit Fonts, whether or not embedded, including for display, viewing, or consumption by anyone accessing the Customer Documents.
- 27.3 "**Customer Site**" as used in this PSLT means respectively websites, webpages or webpage content that Customer designs, develops, or creates and that are published and integrate, access, and publicly display Typekit Fonts.
- 27.4 "**Distributed Code**" as used in this PSLT means the software files containing Typekit Fonts and any script or code provided by Adobe to enable Customer to receive the On-demand Service.
- 27.5 "**Reseller Platform**" is any service that allows its customers or clients to choose fonts for websites or other products that it provides on their behalf (e.g., blogging platforms, social network profiles, etc.)
- 27.6 "**Typekit Desktop**" means those Typekit Fonts designated as desktop fonts made available for syncing to Customer's Computer use solely for desktop publishing purposes (i.e., for creating Customer Documents).
- 27.7 "**Typekit Fonts**" means the fonts licensed by Adobe to Customer made available from the On-Demand Services comprising the Adobe Typekit Desktop and Typekit Web.
- 27.8 "**Typekit Web**" means those Typekit Fonts that facilitate Customer's access and use of the Distributed Code for creating a CustomerSite.