



PSLT – Adobe Typekit Service (2016v1.1)

1. Typekit Service.

1.1 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 the 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 the Typekit Desktop as Customer intended; and
- (D) Customer may only embed those characters (i.e. subset) of the Typekit Desktop that are necessary to display, print and view (or edit, if applicable) the Customer Document.

1.2 **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 maintain an uninterrupted subscription plan (including payment of all subscription plan fees, if applicable).
- (B) Included open source components. 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 (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.
- (C) 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.

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

3. **Website Publishing.** Customer may only use the 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 the Typekit Web as intended.

4. Use Restrictions.

- 4.1 If Customer is an Agency, Adobe grants a limited right to Customer to use the Typekit Web only in connection with services Customer provides as an Agency to its customers.
- 4.2 Customer may not use any portion of the Distributed Code in a Reseller Platform without express prior written permission from Adobe.
- 4.3 Customer may not allow external output of the Distributed Code from within Customer Site or Customer Document.
- 4.4 The On-Demand Services are currently restricted in certain countries, including mainland China and Russia, and Customer is not permitted to use the On-demand Services in mainland China or Russia.

5. **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.

6. Rights Granted to Adobe for Customer Fonts.

- 6.1 For Customer Fonts that Customer provides to Adobe for hosting through the Service, Customer grants to Adobe a worldwide, nonexclusive, transferable, royalty-free, and fully paid up license to access, use, copy, edit, adapt, translate, reformat, reproduce, publish, transmit, distribute, publicly perform, and publicly display the Customer Fonts, including a nonexclusive, sublicenseable right and license to all intellectual property rights in and to the Customer Fonts, and the designs embodied in them, to apply Adobe's proprietary outline hinting and smoothing customizations, programmatic encoding rules and instructions, obfuscation, segmentation and subsetting techniques, algorithms, and other processes, as well as all related resources and documentation (collectively, "Adobe Font Optimizations") necessary to modify and convert the Customer Fonts to multiple formats so that they may be used, reproduced, displayed, published, hosted and distributed by Adobe through the Service.
- 6.2 Adobe does not claim ownership of Customer Fonts. Customer acknowledges and agrees that all Adobe Font Optimizations applied by Adobe to the Customer Fonts are owned by Adobe. For the avoidance of doubt, Adobe owns all intellectual property rights that are embedded in the Adobe Font Optimizations, modifications, and other work done by Adobe to convert the Customer Fonts to multiple formats so that they may be distributed on and through the Service and used in multiple environments.

7. Definitions.

- 7.1 "**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.
- 7.2 "**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.
- 7.3 "**Customer Fonts**" means the fonts and/or font families licensed separately by Customer directly from a third party for Customer's use through the Service.
- 7.4 "**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.
- 7.5 "**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.
- 7.6 "**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.)
- 7.7 "**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).
- 7.8 "**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.
- 7.9 "**Typekit Web**" means those Typekit Fonts that facilitate Customer's access and use of the Distributed Code for creating a Customer Site.