# Adobe FrameMaker Publishing Server Software License Agreement

#### **ADOBE**

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When a Server contains more than one (1) Virtual Machine, each Virtual Machine shall be construed as Server.

- 1.4.4 "Virtual Machine" (or "VM") means a technical environment that contains the components necessary to operate multiple instances of software installed on a single Computer as if any instance of such software was separately installed on a separate Computer. VM also means a technical environment operating one or more instances of the Software to deliver hosted services and resources over the internet or intranet in which the services and resources can be accessed in a manner that permits such services and resources to be made available "on demand", scaling up or down, to the processing needs of the user over time.
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- 11.2 Upon the expiration or termination of the Agreement, some or all of the Services and Software may cease to operate without prior notice. Your indemnification obligations, our warranty disclaimers and limitations of liabilities and dispute resolution provisions stated in the Agreement will survive.
- 11.3 Adobe's failure to enforce or exercise any provision of the Agreement is not a waiver of that provision.
- 11.4 Neither party will be liable to the other for any delay or failure to perform any obligation (other than your payment obligations to Adobe) under the Agreement if the delay or failure is due to unforeseen events, which occur after the effectiveness of the Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

#### 12. Notice to U.S. Government End Users.

12.1 For US Government end users: Customer acknowledges that Adobe Software including Services and are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software

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### 13. Compliance with Licenses.

If you are a business, company, or organization, you agree that, no more than once every 12 months, Adobe or its authorized representative shall, upon 10 days' prior notice to you, have the right to inspect your records, systems, and facilities to verify that your use of any and all Adobe Software is in conformity with your valid licenses from Adobe. For example, Adobe has the right to those of your records useful to determine whether installations of the Software have, or have not, been serialized, and you shall provide such records to Adobe promptly upon request by Adobe. You may find information about counting Software serializations at <a href="http://www.adobe.com/go/volume\_resources">http://www.adobe.com/go/volume\_resources</a> If a verification discloses that your use is not in conformity with a valid license, you shall immediately obtain valid licenses to bring your use into conformity.

# 14. Internet Connectivity and Privacy.

- 14.1 Automatic Connections to the Internet. The Software may cause your Computer, without additional notice, automatically to connect to the Internet and to communicate with an Adobe Web Site or domain for purposes that may include validating your right to access and use Software and Services, assisting you with installation process or providing you with additional information, features and functionality. Unless otherwise specified in Sections through 14.6, the following provisions apply to all automatic Internet connections by the Software:
  - 14.1.1 When the Software automatically connects to the Internet, an Internet protocol address ("IP Address") that is associated with your current Internet connection is sent to an Adobe Web Site or domain;
  - When the Software automatically connects to the Internet, no personally identifiable information is sent except to the extent that IP Addresses may be considered personally identifiable in some jurisdictions; and
  - Whenever the Software makes an Internet connection and communicates with an Adobe Web Site, whether automatically or due to explicit user request, the Adobe Privacy Policy (<a href="http://www.adobe.com/go/privacy">http://www.adobe.com/go/privacy</a>) shall apply. Additionally, unless you are provided with separate terms of use at that time, the Adobe.com Terms of Use (<a href="https://www.adobe.com/legal/terms.html">https://www.adobe.com/legal/terms.html</a>) shall apply. Please note that the

Adobe Privacy Policy allows tracking of Web Site visits and it addresses in detail the topic of tracking and use of cookies, Web beacons, and similar devices.

- 14.2 Updating. The Software may cause your Computer, without additional notice, automatically to connect to the Internet (intermittently or on a regular basis) to check for Updates that are available for download to and installation on your Computer and to let Adobe know the results of installation attempts. Please consult the Documentation for information about changing update settings.
- 14.3 Activation. The Software may require you to: (a) to obtain an Adobe ID; (b) activate or reactivate the Software; (c) register the Software; or (d) validate your membership. Software may cause your Computer, without additional notice, and on an intermittent or regular basis, automatically to connect to the Internet in order to validate that the Software is being operated in accordance with this agreement (a process referred to as "Activation"). In some cases, Software that fails to activate may offer only limited functionality or may not operate at all and may lead to termination or suspension of any ongoing membership or subscription. Software may collect and transmit information to Adobe, details of which can be found at <a href="http://www.adobe.com/go/activation">http://www.adobe.com/go/activation</a>.
- 14.4 Use of Online Services. The Software may cause your Computer, without additional notice, and on an intermittent or regular basis, automatically to connect to the Internet to facilitate your access to content and services that are provided to you by Adobe as further described in Section 16.5, which might require a separate membership or fee. In addition, the Software may, without additional notice, automatically connect to the Internet to update downloadable materials from these services so as to provide immediate availability of these services even when you are offline. Please consult the Documentation for information about changing update settings.
- 14.5 Digital Certificates. The Software uses digital certificates to help you identify downloaded files (e.g., applications and content) and the publishers of those files. For example, Adobe AIR uses digital certificates to help you identify the publisher of Adobe AIR applications and the Adobe Acrobat family of products uses digital certificates to sign and validate signatures within PDF documents and to validate certified PDF documents. Your Computer may connect to the Internet at the time of validation of a digital certificate.
- 14.6 Settings Manager. The Software may include Flash Player. Flash Player may cause certain user settings to be stored on your Computer as a local shared object. These settings are not associated with you, but allow you to configure certain settings within the Flash Player. You can find more information on local shared objects at <a href="http://www.adobe.com/go/flashplayer\_security">http://www.adobe.com/go/flashplayer\_security</a> and more information on the Settings Manager a <a href="http://www.adobe.com/go/settingsmanager">http://www.adobe.com/go/settingsmanager</a>.
- 14.7 Our Access to Your Content. Where permitted by law, we will only access, view or listen to your Content (defined in section 17 below) in limited ways. For example, in order to perform the Services, Software may need to access, view or listen to your Content to (A)

respond to Feedback or support requests; (B) detect, prevent or otherwise address fraud, security, legal or technical issues; and (C) enforce the Agreement. Our automated systems may analyse your Content using techniques such as machine learning in order to improve our Services and Software and the user experience. Learn more about the machine learning we do at <a href="https://helpx.adobe.com/manage-account/using/machine-learning-faq.html">https://helpx.adobe.com/manage-account/using/machine-learning-faq.html</a>.

- 14.8 Data Processing Agreement. Where customer information includes personal information and where you are considered a "Data Controller" and Adobe is a "Data Processor" as defined under the General Data Protection Regulation EU Regulation 2016/679 ("GDPR"), the terms of the Adobe Data Processing Agreement ("DPA") (available at <a href="https://adobedealreg.secure.force.com/DpaTermsOfUse?type=55#">https://adobedealreg.secure.force.com/DpaTermsOfUse?type=55#</a>), including the European Commission approved Standard Contractual Clauses, as applicable, shall apply to the processing of such personal information and are incorporated by reference into the Agreement.
- 14.9 You agree not to collect, process or store any Sensitive Personal Information using the Services or Software. You agree not to transmit, disclose or make available Sensitive Personal Information to Adobe or Adobe's third-party providers. "Sensitive Personal Information" means an individual's financial information, sexual preferences, medical or health information protected under any health data protection laws, biometric data (for purposes of uniquely identifying an individual), personal information of children protected under any child data protection laws (such as the personal information defined under the US Children's Online Privacy Protection Act ("COPPA")) and any additional types of information included within this term or any similar term (such as "sensitive personal data" or "special categories of personal information") as used in applicable data protection or privacy laws.

#### 15. Peer-to-Peer Communications.

The Software may use your connection to a local area network, without additional notice, automatically to connect to other Adobe software and, in doing so, may indicate on the local area network that it is available for communication with other Adobe software. These connections may transmit the IP Address of your connection to the local network, but no personally identifiable information is ever transmitted or received through such network connections (except to the extent that IP addresses may be considered personally identifiable in some jurisdictions). Please consult the Documentation for information about changing default settings.

#### 16. Specific Provisions and Exceptions.

This section sets forth specific provisions related to certain products and components of the Software as well as limited exceptions to the above terms and conditions. To the extent that any provision in this section is in conflict with any other term or condition in this agreement, this section will supersede such other term or condition to the extent required to resolve the conflict.

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  - This agreement will not prejudice the statutory rights of any party, including those dealing as consumers. For example, for consumers in New Zealand who obtain the Software for personal, domestic, or household use (not business purposes), this agreement is subject to the Consumer Guarantees Act.
  - 16.1.2 If you obtained the Software in the European Economic Area (EEA), you usually reside in the EU and you are a consumer (that is you use the Software for personal, non-business-related purposes), then Section 6 does not apply to your purchase and use of the Software. Instead, Adobe warrants for a period of 2 years from purchase that the Software provides the functionalities set forth in the Documentation (the "agreed upon functionalities") when used on the Computer. Non-substantial variation from the agreed upon functionalities will not establish any warranty rights. THIS WARRANTY DOES NOT APPLY TO SOFTWARE THAT YOU USE ON A PRE-RELEASE, TRYOUT, STARTER, OR PRODUCT SAMPLER BASIS, OR TO FONT SOFTWARE CONVERTED INTO OTHER FORMATS, OR TO THE EXTENT THE SOFTWARE FAILS TO PERFORM BECAUSE IT HAS BEEN ALTERED BY YOU. To make a warranty claim, you must notify the Adobe Customer Support Department during this 2 year period, providing details of proof of purchase of the Software. Adobe will verify with you whether there is a defect in the Software or advise you that the error arises because you have not installed the Software correctly (in which case, Adobe shall assist you). If there is a defect in the Software, you may request from Adobe either a refund or a repaired or replacement copy of the Software. Requests must be accompanied by proof of purchase. In the event your warranty details are substantiated, Adobe will meet your request for repaired or replacement Software, unless it is not reasonable for Adobe to do so, in which case Adobe will provide you with a refund. For warranty assistance, please contact the Adobe Customer Support Department.

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- 16.1.3 Nothing included in this agreement (including Section 4.4) shall limit any non-waivable right to decompile the Software that you may enjoy under applicable law. For example, if you are located in the EEA, you may have the right upon certain conditions specified in the applicable law to decompile the Software if it is necessary to do so in order to achieve interoperability of the Software with another software program, and you have first asked Adobe in writing to provide the information necessary to achieve such operability and Adobe has not made such information available. In addition, such de-compilation may only be performed by you or someone else entitled to use a copy of the Software on your behalf. Adobe has the right to impose reasonable conditions before providing such information. Any information supplied by Adobe or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software that is substantially similar to the expression of the Software or used for any other act that infringes the copyright of Adobe or its licensors.
- 16.1.4 Australian Consumer Law. Nothing in the Terms is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) (CCA) or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms or provides statutory guarantees in connection with the Terms, in respect of goods or services supplied (if any), our liability for breach of such a condition, warranty, other term or guarantee is limited (at our election), to the extent it is able to do so: (A) in the case of supply of goods, us doing any one or more of the following: (1) replacing the goods or supplying equivalent goods; (2) repairing the goods; (3) paying the cost of replacing the goods or of acquiring equivalent goods; and (4) paying the cost of having the goods repaired; or (B) in the case of supply of services, our doing either or both of the following: (1) supplying the services again; and (2) paying the cost of having the services supplied again.
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  - 16.4.2 If the Permitted Number of Computers is five or fewer, you may download the font software to the memory (hard disk or RAM) of one output device connected to at least one of such Computers for the purpose of having the font software remain resident in such output device, and of one more such output device for every multiple of five represented by the Permitted Number of Computers.
  - You may take a copy of the font(s) you have used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process your file, provided such service bureau has a valid license to use that particular font software.
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- Use. Digital certificates are issued by third party certificate authorities, including Adobe Certified Document Services (CDS) vendors listed at <a href="http://www.adobe.com/go/partners\_cds">http://www.adobe.com/go/partners\_cds</a> ("Certificate Authorities"), or can be self- signed.
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- 16.7.3. Acknowledgement. You agree that (a) a digital certificate may have been revoked prior to the time of verification, making the digital signature or

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- 16.7.5. Indemnity. You agree to hold Adobe and any applicable Certificate Authority (except as expressly provided in its terms and conditions) harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney's fees) arising out of or relating to any use of, or reliance on, any service of such authority, including, without limitation (a) reliance on an expired or revoked certificate, (b) improper verification of a certificate, use of a certificate other than as permitted by any applicable terms and conditions, this agreement or applicable law; failure to exercise reasonable judgment under the circumstances in relying on issuer services or certificates, or failure to perform any of the obligations as required in the terms and conditions related to the services.

#### 16.8. Acrobat Standard, Acrobat Pro and Acrobat Pro Extended Feature

#### 16.8.1 Definitions.

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- 16.8.1.2. "Extended Document" means a Portable Document Format file manipulated by Acrobat Standard, Acrobat Pro or Acrobat Pro Extended Software to enable the ability to locally save documents with filled-in PDF forms.
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