



EXHIBIT FOR ONPREMISE SOFTWARE (2013v3) (APAC)

1. DEFINITIONS

- 1.1 **“Disaster Recovery Environment”** means Customer’s technical environment designed solely to allow Customer to respond to an interruption in service that is due to an event beyond Customer’s control, where Customer cannot provide critical business functions for a material period of time.
- 1.2 **“Intranet”** means a private, proprietary computer network accessible only by employees and authorized individual contractors of Customer. Intranet does not include portions of the Internet, network communities open to suppliers, vendors, or service providers, or network communities open to the public (such as membership or subscription-driven groups, associations, and similar organizations).

2. LICENCE AND RESTRICTIONS

2.1 Licence Grant

(A) Subject to Customer’s compliance with the terms of this Agreement, Adobe grants Customer, during the Licence Term, a non-exclusive and non-transferable licence to:

- (1) install and use the OnPremise Software on Computers for its internal operations, for the platforms and quantities set out in the Sales Order, and in accordance with this Agreement (including any PDM); and
- (2) use, copy, and distribute internally the Documentation in accordance with this Agreement, as reasonably required for use of the OnPremise Software. Any permitted copies of the Documentation must contain the same copyright and other proprietary notices that appear in the original Documentation.

(B) The licence in clause 2.1(A) does not grant Customer a licence to any software components, modules, or other software that may be delivered with the OnPremise Software, but are not licensed to Customer and identified in the Sales Order.

2.2 **Termination or Expiry.** Upon termination of a licence or this Agreement, or upon expiry of the Licence Term, Customer must cease to use the OnPremise Software, uninstall all copies of the OnPremise Software from all Computers, and destroy any media containing the OnPremise Software. Some or all of the OnPremise Software may cease to operate without prior notice upon expiry or termination of the Licence Term.

2.3 **Archival and Disaster Recovery.** Customer may make and install a reasonable number of copies of the OnPremise Software for archival purposes and use the copies only when the primary copy has failed or is destroyed. Customer may also install copies of the OnPremise Software in a Disaster Recovery Environment, on a cold backup basis, for use solely in disaster recovery, and not for production, development, evaluation, or testing.

2.4 **No Unbundling.** The OnPremise Software is designed and provided to Customer for use as a single product. Customer may not unbundle any components for use on multiple Computers.

2.5 **Prohibited Use.** Except as expressly permitted under this Agreement, Customer must not: (A) use the OnPremise Software on behalf of any third party; (B) grant any rights in the OnPremise Software on a membership or subscription basis; or (C) use or permit the use of the OnPremise Software in a computer service business, third-party outsourcing service, or service bureau, on a time-sharing basis, or as part of a hosted service.

3. UPDATE REQUIREMENTS

3.1 If the OnPremise Software is an upgrade or update to a previous version of the OnPremise Software, Customer must possess a valid licence to the previous version to use the upgrade or update. All upgrades and updates are provided to Customer on a licence-exchange basis, which means, subject to clause 3.2 of

this Exhibit, Customer must, upon installing the upgrade or update, uninstall and cease using the previous version of the OnPremise Software. Notwithstanding anything to the contrary in this Agreement, such upgrades and updates constitute OnPremise Software, and are subject to the terms of this Agreement and the then-current version of the applicable PDM.

- 3.2 Upon installing an upgrade or update, Customer may continue to use a simultaneous installation of the previous version of the OnPremise Software to assist Customer in the transition to the upgrade or update for a reasonable period of time (not to exceed 180 days), after which Customer must uninstall and cease using the previous version. Except for this limited right to simultaneous installation and use, this right does not otherwise constitute an increase in the scope of use granted to Customer under this Agreement.

4. LIMITED WARRANTY; REMEDIES

- 4.1 **Warranty.** Adobe warrants to Customer that the OnPremise Software will perform substantially in accordance with the Documentation for 90 days following the delivery of the OnPremise Software. This limited warranty only applies to OnPremise Software that consists of Indemnified Technology. Customer must make these warranty claims to Adobe within this 90-day period. To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be limited, at Adobe's option, to (A) replacement of the OnPremise Software; or (B) refund of the fees Customer paid for the OnPremise Software.
- 4.2 **Australian Consumer Law.** If Customer is an Australian consumer, Adobe's goods come with guarantees that cannot be excluded under the Australian consumer law. Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Customer may be required to return the OnPremise Software to the address provided to Customer then, in which case the return will be at Customer's own cost. To make a warranty claim under clause 4.1 (Warranty) of this Exhibit, Customer must call the Adobe Customer Support Department at 1800 614 863 and must furnish a proof of purchase.