



ADOBE PDM – CONNECT ONPREMISE SOFTWARE (2013v2)

1. **Additional Terms for Adobe Connect OnPremise Software: Adobe Connect Server, Adobe Connect Edge Server, Adobe Connect Meeting, Adobe Connect Training, & Adobe Connect Events.** The following provisions apply to solely Adobe Connect OnPremise Software. All Adobe Connect OnPremise Software modules listed under the OnPremise Software section of the Sales Order are licensed to the Customer pursuant to all terms and conditions under the OnPremise Software Exhibit included herein and further subject to the terms and conditions of this Adobe Connect OnPremise Software PDM.

1.1 Definitions.

- (a) **APIs:** means those application programming interfaces in object code form provided to Customer by Adobe under this Agreement, and any modified versions and copies of, and upgrades, updates and additions to such application programming interfaces, provided to Customer by Adobe at any time, to the extent not provided under a separate agreement.
- (b) **Client Plug-Ins:** means those plug-ins in object code form provided to Customer by Adobe under this Agreement, including the Adobe Connect Add-in and Adobe Flash Paper, and any modified versions and copies of, and upgrades, updates and additions to such plug-ins, provided to Customer by Adobe at any time, but excluding the Wrapper, to the extent not provided under a separate agreement.
- (c) **Cold Failover Version:** means a version of the OnPremise Software that is installed on a server within the Disaster Recovery Environment, but is not in use until there is an interruption in the operation of the Production Software due to an event beyond Customer's control that creates an inability on Customer's part to provide critical business functions for a material period of time.
- (d) **Concurrent Learner:** means an individual learner that Customer licenses on a concurrent basis that may access training curriculum or courses.
- (e) **Concurrent User:** means an individual licensed on a concurrent basis that may attend or host an Adobe Connect meeting.
- (f) **Hot Failover Version:** means a version of the OnPremise Software that is installed and running on a server within the Disaster Recovery Environment, but is not used for production purposes until there is an interruption in the operation of the Production Software due to an event beyond Customer's control that creates an inability on Customer's part to provide critical business functions for a material period of time.
- (g) **Meeting:** means an Adobe Connect meeting or seminar, as applicable
- (h) **Named Events Manager:** means an individual that has the ability to manage advanced registration for Adobe Connect events, branded event pages, additional email options, and absentee/attendee reporting for meetings, courses, curriculums, presentations and other content. A Named Events Manager must be an individual, not a group or generic login, and a Named Events Manager license cannot be shared between more than one individual. A Named Events Manager license may be reassigned from one individual to another solely (a) if the employment or independent contractor relationship of a licensed individual terminates; or (b) in all other cases, upon written permission of Adobe.
- (i) **Named Host:** means an individual that has the ability to host a meeting with up to 100 total attendees. A Named Host may create an unlimited number of Adobe Connect meeting rooms; however, the Named Host can only use one of his/her rooms at any one time, and rooms cannot be accessed unless the Named Host is present. A Named Host must be an individual, not a group or generic login, and a Named Host license cannot be shared between more than one individual. A Named Host license may be reassigned from one individual to another solely (a) if the employment or independent contractor relationship of a licensed individual terminates; or (b) in all other cases, upon written permission of Adobe.

- (j) **OnPremise Software:** means, with respect to this PDM, collectively, the APIs, Client Plug-Ins, and Server Components, but specifically excludes the Wrapper.
 - (k) **Production Software:** means OnPremise Software licensed for productive business use.
 - (l) **Seminar Host:** means an individual employed or otherwise hired by Customer to administer the Seminar Room on behalf of Customer.
 - (m) **Seminar Room:** means an Adobe Connect meeting room with a size that is set based on number of seminar room seats purchased per room. Only one meeting can take place in a Seminar Room at any given time, and a designated Seminar Host must be present in the room for the room to be accessed.
 - (n) **Server Components:** means the object code version of the validly licensed software program(s), excluding APIs and Client Plug-Ins, provided by Adobe to Customer under this Agreement, and any modified versions and copies of, and upgrades, updates and additions to such software programs, provided to Customer by Adobe at any time, but excluding the Wrapper, to the extent not provided under a separate agreement.
 - (o) **User:** means a person who interacts with the functionality of the Server Components as operated by Customer.
 - (p) **Wrapper:** means the Stunnel Universal SSL Wrapper.
- 1.2 **License to Client Plug-Ins.** Client Plug-ins may solely be used in conjunction with the Server Components. In addition to the license grant provided in the OnPremise Exhibit, Customer may reproduce and distribute to Users the Client Plug-Ins solely in conjunction with such Users' interaction with the functionality of the Server Components as operated by Customer.
 - 1.3 **License to APIs.** Customer may use the APIs solely in conjunction with (*i.e.*, to be implemented by) Customer's internally developed applications and the Server Components and Client Plug-Ins, and solely for Customer's internal purposes.
 - 1.4 **License to Wrapper.** Customer may have the opportunity to install the Wrapper when installing the OnPremise Software. Customer is not permitted to use the Wrapper unless Customer is validly licensed to do so. Use of the Wrapper is subject to other terms and conditions found in a separate license agreement located in the "Read Me" file located in the file directory of the OnPremise Software, and use of the Wrapper is not governed by this Agreement. Adobe provides the Wrapper "AS IS," without warranty or support from Adobe, including (i) all warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose with respect to the Wrapper and any and all derivative works thereof; and (ii) any liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits.
 - 1.5 **License to Documentation.** Subject to the terms and conditions of this Agreement, Adobe grants to Customer a non-exclusive license to make copies of the Documentation in connection with its use of the OnPremise Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Customer makes must contain the same copyright and other proprietary notices that appears on or in the Documentation.
 - 1.6 **License for Development Use.** Subject to the terms and conditions of this Agreement and the License Metrics, and provided that Customer has purchased a license to the applicable Production Software, Adobe grants to Customer a non-exclusive license for Customer to make and use a number of copies of the OnPremise Software that corresponds on a one-to-one basis to the number of Production Software licenses purchased by Customer for such OnPremise Software ("Development License"). Development Licenses shall be used solely in Customer's technical development environment strictly for testing and quality assurance purposes with respect to the OnPremise Software and not for production purposes.
 - 1.7 **License for Backup and Disaster Recovery.** Customer may make a reasonable number of backup copies of the OnPremise Software, provided that the backup copies are not installed or used for other than archival purposes. If Customer has paid the applicable fees for the Cold Failover Version and/or the Hot Failover Version as set forth in the License Metrics, Customer may also install copies of the Cold Failover Version and/or Hot Failover Version in a Disaster Recovery Environment for use solely in disaster recovery and not for production, development, evaluation or testing purposes other than to ensure that the OnPremise Software is capable of

replacing the primary usage of the OnPremise Software in case of a disaster.

- 1.8 **AEM.** Customer may use the Adobe Experience Manager (AEM) software delivered hereunder solely for the purpose of supporting the functioning of Adobe Connect Events.
 - 1.9 **Other Prohibited Use.** Customer is prohibited from using the OnPremise Software for malicious injection of dial tone multi-frequency (“DTMF”) commands.
 - 1.10 **Recording of Content and Usage Data.** The OnPremise Software may facilitate Customer’s ability to record and store (i) data regarding the use by Users of the OnPremise Software; and (ii) content generated and created by Customer and Users. It is the sole responsibility of Customer to ensure that the appropriate permissions are obtained from the owners of such data or content before recording and storing any such data or content.
 - 1.11 **Use of Online Services.** The OnPremise Software may facilitate Customer’s access to API’s, hosted services, or websites maintained by Adobe, its affiliates or third parties offering services (e.g. usage reporting services) (“Online Services”). Use of such Online Services is governed by the terms, conditions, disclaimers and notices found on such site or otherwise associated with such services. EXCEPT AS EXPRESSLY AGREED BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, CUSTOMER’S USE OF ONLINE SERVICES IS AT CUSTOMER’S OWN RISK.
 - 1.12 **Video Conferencing.** The OnPremise Software may enable Customer to connect the OnPremise Software to Customer’s audio or video conferencing infrastructure. CUSTOMER’S CONNECTION OF THE ONPREMISE SOFTWARE TO CUSTOMER’S AUDIO OR VIDEO CONFERENCING INFRASTRUCTURE IS AT CUSTOMER’S OWN RISK.
2. **Adobe Connect OnPremise Evaluation Software.** This Section applies in addition to the licenses granted in this Agreement solely if Customer has received a valid copy of Evaluation Software from Adobe.
- 2.1 **License.** Subject to the terms and conditions of this Agreement and any relevant License Metrics, Adobe grants to Customer a non-exclusive license to install the Evaluation Software on a single Computer. Customer shall not (a) in the aggregate, install, or use more than one copy of the Evaluation Software; (b) download the Evaluation Software under more than one username, if applicable; (c) alter the contents of a hard drive or Computer to enable the use of the Evaluation Software for an aggregate period in excess of the period of time set forth in the License Metrics for which Customer may evaluate the Evaluation Software (“Evaluation Period”); (d) disclose the results, if any, of software performance benchmarks obtained using the Evaluation Software to any third party without Adobe’s prior written consent; and (e) use the Evaluation Software for a purpose other than the sole purpose of determining whether to purchase a license to the OnPremise Software. Notwithstanding the foregoing, Customer is strictly prohibited from installing or using the Evaluation Software for any commercial training purpose.
 - 2.2 **Termination.** Customer’s rights to install and use the Evaluation Software under this Section will immediately terminate upon the earlier of (a) the expiration of the Evaluation Period; or (b) such time that Customer purchases a license to the OnPremise Software. Adobe reserves the right to terminate Customer’s license to the Evaluation Software at any time in its sole discretion. Customer agrees to return or destroy Customer’s copy of the Evaluation Software upon termination of this Agreement for any reason.
 - 2.3 **Disclaimer.** CUSTOMER ACKNOWLEDGES THAT THE EVALUATION SOFTWARE MAY (I) HAVE LIMITED FEATURES; (II) FUNCTION FOR A LIMITED PERIOD OF TIME; OR (III) HAVE OTHER LIMITATIONS NOT PRESENT IN THE ONPREMISE SOFTWARE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE EVALUATION SOFTWARE IS PROVIDED TO CUSTOMER ON AN “AS IS” BASIS, AND ADOBE DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO LICENSEE OF ANY KIND.
3. **Adobe Connect OnPremise Not For Resale Software.** This Section applies only if Customer has obtained a valid license to Not For Resale Software separately provided in writing by Adobe, as indicated by the serial number Customer enters upon installation, as indicated by the Not For Resale Software when first executed or by a License Metric.
- 3.1 **License.** Subject to the terms and conditions of this Agreement and any relevant License Metrics, Adobe grants Customer a non-exclusive license to install and use the Not For Resale Software solely for Customer to demonstrate and conduct training sessions regarding the features and functionality of the Not For Resale Software to third parties.

- 3.2 **Termination.** Adobe reserves the right to terminate Customer’s license to the Not For Resale Software at any time in its sole discretion. Customer agrees to return or destroy Customer’s copy of the Not For Resale Software upon termination of this Agreement for any reason. Customer shall not be entitled to any upgrades for the Not For Resale Software; provided, however, Customer may install and use any free publicly available hot fixes and maintenance releases.
- 3.3 **Disclaimer.** CUSTOMER ACKNOWLEDGES THAT THE NOT FOR RESALE SOFTWARE MAY (I) FUNCTION FOR A LIMITED PERIOD OF TIME; OR (II) HAVE OTHER LIMITATIONS NOT PRESENT IN THE ONPREMISE SOFTWARE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE NOT FOR RESALE SOFTWARE IS PROVIDED TO CUSTOMER ON AN “AS IS” BASIS, AND ADOBE DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO LICENSEE OF ANY KIND.
4. **Adobe Connect OnPremise Product Descriptions and License Metrics.** Adobe Connect OnPremise Software is a software solution that is hosted behind Customer’s firewall and is integrated with Customer’s IT infrastructure. It enables Customer to engage in online collaboration. Customers of Adobe Connect OnPremise Software must license Adobe Connect Server plus one or more of the modules described in Sections 4.2 – 4.5 below.
- 4.1 **Adobe Connect Server.** Adobe Connect Server supports Adobe Connect Meeting, Adobe Connect Training, and Adobe Connect Events. It also enables a certain number of Users (as set forth in the Sales Order) to store content within the Server Components. Adobe Connect Server is licensed on a per server basis.
- 4.2 **Adobe Connect Edge Server.** Adobe Connect Edge Server is an Adobe Connect Server enabling enhanced performance, control, and security for a Customer's Adobe Connect OnPremise Software deployment. Adobe Connect Edge Server is licensed on a per server basis with a maximum capacity of 500 ports per server.
- 4.3 **Adobe Connect Meeting.** Adobe Connect Meeting enables online Meetings and Seminar Rooms that Users can access via a web browser with the Adobe Flash Player. It provides support for sharing rich content, including streaming audio, video and software simulations, and it enables multi-person video conferences. Adobe Connect Meeting may be licensed under the Named Host, Concurrent User, or Seminar Room licensing metrics.
- 4.4 **Adobe Connect Training.** Adobe Connect Training provides course and curriculum management capabilities. This includes the capability to track User completion and course results using a dashboard or view reports for individual learners. Adobe Connect Training may be licensed under the Concurrent Learner licensing metrics.
- 4.5 **Adobe Connect Events.** Adobe Connect Events manages user registration, qualification, notification, automatic email reminders and tracking for Meetings and presentations. Adobe Connect Events can provide detailed reports on attendee demographics, registrations, attendance, and answers to both registration questions and in-session polls. Adobe Connect Events may be licensed under the Named Events Manager licensing metrics.

Third Party Software Notices. In order to accommodate public demand for software that is interoperable with other products and platforms, Adobe, like other commercial software publishers, has designed its products to comply with public standards, and has incorporated code created and licensed by third parties, into its products. The creators of these public standards and publicly available code, as well as other third party licensors, require that certain notices and terms and conditions be passed through to the end users of the software. Such required third party software notices and/or additional terms and conditions are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement. Customer acknowledges and agrees that Adobe’s licensors (and/or Adobe if Customer obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.