



ADOBE[®] – PDM FOR ADOBE DESKTOP PRODUCTS AND CREATIVE CLOUD (2013v2)

1. General Terms.

Capitalized terms not defined in this PDM shall have the same meaning as the terms are defined in the Adobe Master Enterprise Terms (“General Terms”). This PDM is incorporated into and governed by the General Terms.

2. Additional Licenses and Restrictions.

The following licenses and restrictions shall supplement the terms set forth in the OnPremise Exhibit:

- 2.1 **Non-Serialized OnPremise Software.** The OnPremise Software, or portions of the OnPremise Software, may allow installation and use without input of a serial number during the License Term. If so, Customer may only install such non-serialized OnPremise Software on any number of computers as part of an organizational deployment plan during the License Term. Further, Customer may install and use such non-serialized OnPremise Software for demonstration, evaluation, and training purposes only and only if any output files or other materials produced through such use are used only for internal, non-commercial and non-production purposes. THE NON-SERIALIZED ONPREMISE SOFTWARE IS PROVIDED AS-IS.” ACCESS TO AND USE OF ANY OUTPUT FILES CREATED WITH SUCH NON-SERIALIZED ONPREMISE SOFTWARE IS ENTIRELY AT CUSTOMER’S OWN RISK.
- 2.2 **Subscription Edition.** For the OnPremise Software made available to Customer on a subscription-basis (“Subscription Edition”), Customer may install and use one copy of the Subscription Edition during the License Term only on Customer’s compatible computers in a quantity no greater than stated in a Sales Order. If Adobe does not receive the recurring subscription payment or cannot validate Customer’s license periodically, then Customer’s OnPremise Software may become inactive until Adobe receives the payment or validates Customer’s license. A Subscription Edition may be subject to additional terms and conditions.
- 2.3 **Membership.** This Section applies to Customers who have purchased a membership-based license or service such as the Creative Cloud membership (collectively, “Membership”).
 - (a) **OnDemand Services Related to the Membership.** Subject to Customer’s continuous compliance with this Agreement and payment of the applicable membership fees, if any, Adobe grants Customer a non-exclusive, limited right to access and use the OnPremise Software and related OnDemand Services as part of the Membership. Use of the OnDemand Services included in such Membership is governed by the Adobe Online Privacy Policy available at <http://www.adobe.com/go/privacy> (“Privacy Policy”) and the terms set forth in this Agreement, including Section 3 below.
 - (b) **OnPremise Software License Related to the Membership.** Subject to Customer’s continuous compliance with this Agreement and payment of the applicable membership fees, if any, Adobe grants Customer a non-exclusive and limited license to install and use the OnPremise Software: (a) during the period that the Membership is current and active (“Membership Term”) and (b) in a manner consistent with the terms of this Agreement and applicable Documentation. Upon the expiration or termination of the Membership Term, (x) some or all of the OnPremise Software may cease to operate without prior notice and (y) Customer may not use the OnPremise Software unless Customer has renewed the membership. All terms related to the specific OnPremise Software as stated in this Agreement shall remain effective and continue to apply to Customer and its use of such OnPremise Software.
 - (c) **Restrictions.** Customer agrees to the following additional terms and restrictions related to the Membership: (a) Adobe may change the type of OnPremise Software (such as specific products, components, versions, platforms, languages, etc.) included in the Membership at any time and shall not be liable to Customer whatsoever for such change; (b) Customer may be required to connect to the Internet and log in at any time during the Membership Term; (c) OnPremise Software may automatically connect to the Internet to verify Customer’s Membership without notice at any time; and (d) Customer may not enable or allow others to use the OnPremise Software as Customer.

2.4 **Distribution from a Server.** As permitted by the Documentation, Customer may copy an image of the OnPremise Software onto computer file servers within its internal network for the purpose of downloading and installing the OnPremise Software onto computers within the same internal network for permitted access and use by Customer’s authorized users.

2.5 **Server Use.**

(a) Except as otherwise permitted in the Documentation and subject to license restrictions stated in this Agreement, Customer may not install the OnPremise Software on a Server. If permitted in such Documentation, then Customer may install the OnPremise Software on a Server for the purpose of allowing an individual using a Computer within the same internal network (“Network User”) to access and use the OnPremise Software. If expressly permitted by Adobe, “Internal Network” may include web hosting services with dedicated physical server space and restricted access to only Customer. The Network User who has access to such OnPremise Software on the Server is referred to as “Server OnPremise Software User”. Neither the total number of Server OnPremise Software Users (not the concurrent number of users) nor the total number of Computers capable of accessing the OnPremise Software installed on the Server may exceed the number of licenses permitted in the Sales Order (“Permitted Number”). By way of example, if Customer has purchased 10 licenses for OnPremise Software (Permitted Number is 10) and Customer elects to install the OnPremise Software on a Server, then Customer may allow only up to 10 Server OnPremise Software Users to access the OnPremise Software (even though Customer may have more than 10 Network Users or fewer than 10 concurrent users of the OnPremise Software).

(b) For clarification and without limitation, the foregoing does not permit Customer to install or access (either directly or through commands, data, or instructions) the OnPremise Software: (a) from or to a Computer not part of Customer’s Internal Network; (b) for enabling web hosted workgroups or web hosted services available to the public; (c) for purposes of allowing any individual or entity to use, download, copy, or otherwise benefit from the functionality of the OnPremise Software unless licensed to do so by Adobe; (d) as a component of a system, workflow or service accessible by more than the Permitted Number of users; or (e) for operations not initiated by an individual user (e.g., automated server processing).

2.6 **Portable or Home Computer Use.** Subject to the restrictions in this policy, the primary user of the Computer on which the OnPremise Software is installed under Section 2.1 (“Primary User”) may install a second copy of the OnPremise Software for his or her exclusive use on either a portable Computer or a Computer located at his or her home, provided that the OnPremise Software on the portable or home Computer is not used at the same time as the OnPremise Software on the primary Computer. If the OnPremise Software was obtained under an Adobe volume license program or agreement (such as Adobe Volume Licensing) by any licensee other than an educational volume licensee, then the second copy of the OnPremise Software made under this policy must be used solely for the benefit and business of that volume licensee.

2.7 **Content Files.** Unless stated otherwise in the “Read-Me” files or other license(s) associated with the content files (e.g., stock photos, graphics) included with the OnPremise Software, which may include specific rights and restrictions respecting such materials, Customer may use, display, modify, reproduce, and distribute any of such content files. However, Customer may not distribute such content files on a stand-alone basis (i.e., in circumstances in which the content files constitute the primary value of the product being distributed), and Customer may not claim any trademark rights in such content files or derivatives thereof.

2.8 **Dual Boot Platform.** The OnPremise Software is licensed for use on a specific operating system platform. Except as otherwise permitted by certain products, Customer must purchase a separate license for use of the OnPremise Software on each operating system platform. By way of example, if Customer desires to install the OnPremise Software on both the Mac OS and Windows operating system platforms on a device that runs both of those platforms (i.e., a dual boot machine), then Customer must first obtain two separate licenses for the OnPremise Software. This is true even if two versions of the OnPremise Software, each designed for a different operating system platform, are delivered to Customer on the same media.

3. **OnDemand Services Offered as Part of Membership (such as Creative Cloud).**

The following licenses and restrictions shall supplement the terms set forth in the OnDemand Exhibit:

- 3.1 **Additional Terms.** Certain OnDemand Services are offered as part of the Membership (such as Creative Cloud). Customer's use of such OnDemand Services during the term of the Membership is subject to the terms stated in this Section 3 and the terms stated in any specific PDM for such OnDemand Services.
- 3.2 **Additional Definitions.**
- (a) **"Account Information"** means the information Customer provides to Adobe when Customer registers for a service, including Customer's Adobe ID and log-in information.
 - (b) **"Adobe Materials"** means any Materials provided by Adobe under these Terms.
 - (c) **"Materials"** means any materials provided by Customer or Adobe, including without limitation any (a) User Material; (b) information, data, documents, images, photographs, graphics, audio, videos, or webcasts, (c) products, and (d) Software.
 - (d) **"Shared Material"** means the User Material that Customer or other Users share through the OnDemand Services.
 - (e) **"Share"** means to email, post, transmit, upload, or otherwise make available through Customer's use of the OnDemand Services.
 - (f) **"User"** means a user of the OnDemand Service.
 - (g) **"User Material"** means (a) Customer Material and (b) Shared Material uploaded by other Users.
 - (h) **"Customer Material"** means any Materials that Customer Shares through Customer's use of the OnDemand Services, including any Customer Content (as defined in the OnDemand Exhibit).
 - (i) **"Customer Shared Material"** means Customer Material that Customer chooses to make into Shared Material.
- 3.3 **License to Use OnDemand Service and Materials.**
- (a) During the term of the Membership and subject to Customer's compliance with the terms of this Agreement, Adobe grants to Customer a non-exclusive, non-transferable, revocable right to access and use the OnDemand Services, to Share Customer Materials to the Service, and to use the Adobe Materials in connection with the OnDemand Services, further subject to the restrictions stated in this Section 3.
 - (b) Except with respect to Customer Material, Customer agrees:
 - (i) Not to alter, copy, modify, or re-transmit the Materials;
 - (ii) Not to lease, license, rent, or sell the Materials or the right to use and access the OnDemand Services;
 - (iii) Not to remove, obscure, or alter any text or proprietary notices contained in Materials;
 - (iv) Not to copy or imitate part or all of the design, layout, or look-and-feel of the Service, which are protected by intellectual property rights; and
 - (v) That certain OnDemand Services and Materials may be available only Customer has paid a fee or have provided certain Account Information.
- 3.4 Adobe may modify or discontinue, temporarily or permanently, the OnDemand Services or Materials, or any portion thereof, with or without notice.
- 3.5 **Subscription Fees.** Certain OnDemand Services require Customer to purchase a subscription or membership in order to access all or part of such OnDemand Services. Subscription Fees are non-refundable, except as otherwise stated in specific subscription terms applicable to an OnDemand Service. Subscription Fees may change at the end of Customer's subscription period.
- 3.6 **Account Information.** Customer agrees that Customer's Account Information will always be complete, accurate, and up-to-date. It is Customer's responsibility to keep Customer's account password or log-in credentials confidential at all times and Customer is solely responsible to Adobe for all activity that occurs via Customer's Account. If Customer becomes aware of any unauthorized use of Customer's account or Account Information, or any other breach of security, Customer agrees to notify Adobe by contacting Support at http://www.adobe.com/go/support_contact. Adobe may require that Customer changes Customer's Account

Information or certain parts of Customer's Account Information at any time for any reason. Unless Adobe expressly allows Customer the right to create and manage Adobe IDs as an account administrator for a company or unless expressly permitted in the Additional Terms, Customer may not use another person's Account Information.

3.7 **Personal URL.** As part of registering for a OnDemand Service, Adobe may require Customer to create a unique URL, such as your_name_here.adobe.com. Such unique URL may be used solely with the OnDemand Service, only for so long as Customer maintains a valid account and shall not be used for any other purpose. Adobe may revoke Customer's right to use that URL for any reason deemed appropriate by Adobe in its sole discretion by giving Customer at least thirty days prior notice of such revocation, except in the event that Customer's URL, or content therein, is determined by Adobe in its sole discretion to contain infringing or illegal content or content that otherwise violates the Terms. In such event, Adobe reserves the right to revoke Customer's right to use Customer's unique URL immediately without notice. Additionally, Adobe owns and retains all right, title, and interest in and to the use of "Adobe," and other Adobe property in association with a User's unique URL. Upon termination for any reason, Adobe may permit another User to use the unique URL previously selected by Customer.

3.8 **User Conduct.**

- (a) Customer agrees not to access or attempt to access the OnDemand Services by any means other than the interface provided by Adobe or circumvent any access or use restrictions put into place to prevent certain uses of the OnDemand Services.
- (b) Customer agrees not to use, or to encourage or permit others to use, the OnDemand Services to:
 - (i) Share any Material that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, profane, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
 - (ii) Stalk, intimidate, and/or harass another;
 - (iii) Incite others to commit violence;
 - (iv) Harm minors in any way;
 - (v) Share any Material that Customer does not have a right to Share under any Law or contractual or fiduciary relationship;
 - (vi) Share any Material that infringes any Intellectual Property Right or other proprietary right of any party;
 - (vii) Impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity;
 - (viii) Forge headers or otherwise manipulate identifiers to disguise the origin of any of Materials posted on or transmitted through the OnDemand Services;
 - (ix) Use the OnDemand Services or Materials such that it will mislead a User into believing that she is interacting directly with Adobe or any OnDemand Service;
 - (x) Engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys, or other duplicative or unsolicited messages (commercial or otherwise);
 - (xi) Use any Adobe domain name as a pseudonymous return email address;
 - (xii) Share any Material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
 - (xiii) Access or use the OnDemand Services in any manner that could damage, disable, overburden, or impair any Adobe server or the networks connected to any Adobe server;
 - (xiv) Interfere with or disrupt the OnDemand Services or violate any applicable Laws related to the access to or use of the OnDemand Services or violate any requirements, procedures, policies, or regulations of networks connected to the OnDemand Services;

- (xv) Disrupt or interfere with the security of, or otherwise cause harm to, the OnDemand Services, Materials, systems resources, accounts, passwords, servers, or networks connected to or accessible through the OnDemand Services or any affiliated or linked sites;
- (xvi) Disrupt, interfere with, or inhibit any other User from using and enjoying the OnDemand Services or Materials, or other affiliated or linked sites, OnDemand Services, or Materials;
- (xvii) Access or attempt to access any Material that Customer is not authorized to access or through any means not intentionally made available through the OnDemand Services;
- (xviii) Market any goods or services for any business purposes (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Adobe;
- (xix) Reproduce, sell, trade, resell or exploit for any commercial purpose, any portion of the OnDemand Services or any Materials, use of any OnDemand Service or Materials, or access to any OnDemand Service or Materials;
- (xx) Use any data mining, robots, or similar data gathering and extraction methods in connection with the OnDemand Services or Materials;
- (xxi) Host, on a subscription basis or otherwise, the OnDemand Services without Adobe's authorization, including any related application, (i) to permit a third party to use the OnDemand Services to create, transmit, or protect any content, or (ii) to conduct conferences or online meeting services for a third party;
- (xxii) Defraud, defame, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or
- (xxiii) Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Section.

3.9 **Customer Material.**

- (a) **Storage.** Adobe may provide online storage for Customer Material, subject to Section 3.9.2 below and any Additional Terms that may further define the scope of such storage. Unless otherwise stated in Additional Terms or a separate written agreement between Customer and Adobe, Adobe has (a) no obligation to store Customer Material and (b) no responsibility or liability for the deletion or accuracy of any Materials, including Customer Material, the failure to store, transmit, or receive transmission of Materials, or the security, privacy, storage, or transmission of other communications originating with or involving use of the OnDemand Services.
- (b) Customer agrees that Adobe retains the right to create reasonable limits on the use of the Materials, including Customer Material, such as limits on file size, storage space, processing capacity, and similar limits described in the web pages accompanying the OnDemand Services and as otherwise determined by Adobe in its sole discretion. Adobe may require Customer to delete Customer Material until Customer is within the storage space limit associated with Customer's account.
- (c) Customer agrees that Customer, not Adobe, is entirely responsible for all of Customer Material that Customer Shares, whether publicly posted or privately transmitted. Customer assumes all risks associated with use of Customer Material, including any reliance on its accuracy, completeness, or usefulness.
- (d) **Settings Related to Use and Access of Customer Material.**
 - (i) Certain OnDemand Services may enable Customer to specify the level at which such OnDemand Services restrict access to Customer Material. Customer is solely responsible for applying the appropriate level of access to Customer Material. If Customer does not choose the access level to apply to Customer Material, the system may default to its most permissive setting.
 - (ii) Adobe may allow other Users to comment on Customer Shared Material unless Customer disables the commenting feature.
- (e) **Additional License to Customer Material.** In addition to the rights granted in the OnDemand Exhibit and with respect to Customer Shared Material that's Shared in a public forum (such as discussion boards or public galleries that may be browsed by anyone with an internet connection, etc.), Customer grants Adobe

a worldwide, royalty-free, non-exclusive, transferable, and sublicensable license to adapt, display, distribute, modify, perform, publish, reproduce, translate, and use Customer Shared Material for the purpose of operating and improving the OnDemand Services and enabling Customer's use of the OnDemand Services. Customer may revoke the license and terminate Adobe's rights at any time by making it no longer Shared.

3.10 **Shared Material.**

- (a) License to Shared Material. Adobe grants Customer a worldwide, royalty-free, and non-exclusive license to distribute, display, download, perform, and reproduce the Material, subject to the restrictions stated in this Section. With respect to Shared Material Shared in a group allowing for content sharing, Adobe also grants Customer the license to adapt and modify such Shared Material. The license granted in this Section is further limited to Customer's personal and internal use purposes only.
- (b) It is Customer's sole responsibility to determine what limitations, if any, are placed on Customer's Shared Material. Adobe cannot and does not monitor or control what others do with the Shared Material, nor can Adobe prevent them from adding to, modifying, or adapting the Shared Material.
- (c) Customer agrees that Adobe has no liability of any kind should other Users use, modify, destroy, corrupt, copy, or distribute Customer's Shared Material in violation of the limitations that Customer may impose on its use.
- (d) Shared Material may include personal information (such as email addresses) to facilitate Customer's ability to share Customer Material. It is Customer's sole responsibility for any and all personal information that Customer or other Users used and submitted in connection with the OnDemand Services. Customer shall comply with all data protection and privacy laws and rules applicable to the personal information of other Users.
- (e) The OnDemand Services may allow Customer to comment on Shared Material. Comments are not anonymous and may be viewed by other Users. Customer's comments may be deleted by Customer, other Users, or Adobe.
- (f) If Customer is invited by a user of the OnDemand Service to participate in shared digital content editing or viewing, and Customer does not wish to receive email from such User or do not wish to participate, Customer is required to contact the person who invited Customer to update, correct, or delete the information they provided about Customer.
- (g) Upon removal of Customer Material from the OnDemand Service or upon making Customer's Shared Material no longer shared, Adobe shall have a reasonable time to cease use, distribution, and/or display of Customer Material. However, Customer acknowledges and agrees that Adobe shall have the right but not the obligation to keep archived or "backup" copies of Customer Material or use Customer Material pursuant to Section 3.12 (Investigations).

3.11 **Customer Warranty, Indemnification Obligation, and Waiver.**

- (a) Customer represents and warrants that: (a) Customer owns the Intellectual Property Rights, or have obtained all necessary license(s) and permission(s), to use Customer Material in keeping with Customer's use in connection with the OnDemand Services; (b) Customer has the rights necessary to grant the license and sublicenses described herein; (c) Customer has received consent from any and all persons depicted in Customer Material to use Customer Material as set forth herein, including distribution, public display, public performance, and reproduction of Customer Material; and (d) Customer Material does not violate or infringe any intellectual property right or other proprietary right, including right of publicity or privacy, of any person, company or entity, or other third party.
- (b) Customer agrees to indemnify and hold Adobe and its subsidiaries, affiliates, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of Customer Material, Customer's use of the OnDemand Services or Materials, Customer's connection to the OnDemand Services or Materials, Customer's use and access of personal information of other Users, the actions of any member of Customer's group, Customer's access to or use of Adobe.com (including other websites made available as links on Adobe.com) and Customer's connections therewith, any claim that Customer Material caused damage to someone else, any dealings

between Customer and anyone else advertising or promoting via the OnDemand Services or Materials, Customer's violation of the terms of this Agreement, or Customer's violation of any rights of another, including any Intellectual Property Rights.

- 3.12 **Investigations.** Adobe, in its sole discretion, may (but has no obligation to) monitor or review the OnDemand Services and Materials at any time. Without limiting the foregoing, Adobe shall have the right, in its sole discretion, to remove any of Customer Material for any reason (or no reason), including if it violates the terms of this Agreement or the applicable law
- 3.13 **Feedback.** Customer has no obligation to provide Adobe with ideas, suggestions or proposals ("Feedback"). However, if Customer submits Feedback to Adobe, Adobe may use it for any purpose without compensation to Customer.
- 3.14 **Advertising and Customer Material.** Customer agrees that Adobe may display advertisements adjacent to Customer Material, and Customer agrees that Customer is not entitled to any compensation. The manner, mode, and extent of advertising or other revenue generating models pursued by Adobe on or in conjunction with the OnDemand Services and/or Customer Material are subject to change without specific notice to Customer.
- 3.15 **Hosted Services.** The OnPremise Software integrates with a variety of Hosted Services, operated either by Adobe or by third parties, which may contain user-generated content that is (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate for viewing at work. A complete list of integrated services is available here: www.adobe.com/go/integratedservices. If Customer wants to prevent viewing of or access to user-generated content services it should either (a) disable service access in the Creative Cloud Packager, where that functionality is made available, or (b) block access to the Hosted Services via its network firewall. Hosted Services are not, under any circumstances, available to users under the age of thirteen (13). Adobe disclaims liability for all user-generated content available via the Hosted Services. Any dispute about the Hosted Services or content that is available there shall be governed by the law and take place in the venue designated in the Hosted Service Terms of Use and is not controlled by the Governing Law clause of this Agreement. Customer is not entitled to a refund and Adobe is not liable in the event that access to the Hosted Services is slowed or blocked as a result of government or service provider action, or if Adobe blocks access to some or all of the Hosted Services if it deems, in its sole discretion, that such a block is necessary to comply with local laws.

4. Creative Cloud for Enterprise.

For Customers who purchase Creative Cloud or Enterprise, the following terms shall apply unless otherwise stated in the applicable sales order:

- 4.1 The term for any additional seats purchased subsequent to the initial purchase shall co-terminate with the seats purchased initially.
- 4.2 If Customer is not current with its license fees (such as outstanding fees for the additional purchases), then Customer may not purchase additional seats until Adobe receives full payment of all license fees.
- 4.3 If Customer is an educational institution, then Customer agrees not to allow children under age of 13 to use or access the OnDemand Services included as part of the Membership (such as Creative Cloud). Customer further acknowledges and agrees that it is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to, obtaining parental consent concerning collection of students' personal information used in connection with the provisioning and use of the Services by the Customer and End Users.

5. Additional Third-Party Notices and Disclaimers.

- 5.1 **Eclipse Code.** The OnPremise Software may include code provided by the Eclipse Foundation ("Eclipse Code"). On behalf of contributors to the Eclipse Code, Adobe hereby: (i) disclaims any and 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 included Eclipse Code and any and all derivative works thereof, (ii) disclaims any

liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits, and (iii) represents that any warranties or other promises made by Adobe respecting the Eclipse Code are made by Adobe alone and not by any other party. The source code for the Eclipse Code as included in the OnPremise Software may be obtained as described in a readme to the OnPremise Software. Adobe provides the Eclipse Code as is, without warranty or support from Adobe.

5.2 **AVC Codec Use.** To the extent that the OnPremise Software includes AVC import and export functionality: THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL NON-COMMERCIAL USE OF A CONSUMER TO (a) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD (“AVC VIDEO”) AND/OR (b) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.adobe.com/go/mpegla>.

5.3 **MPEG-2 Distribution.** The OnPremise Software includes MPEG-2 import and export functionality: USE OF THIS PRODUCT OTHER THAN CONSUMER PERSONAL USE IN ANY MANNER THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG-2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C. 250 STEELE STREET, SUITE 300 DENVER, COLORADO 80206.

6. Internet Connectivity and Privacy.

6.1 **Automatic Connections to the Internet.** The OnPremise Software may cause Customer’s Computer, without notice, to automatically connect to the Internet or other Adobe OnPremise Software within Customer’s local area network and to communicate with an Adobe website or Adobe domain for purposes such as (a) license validation, activation, and provision of additional information, updates, features, or functionality and (b) facilitating Customer’s access to content and services that are provided by Adobe or third parties (collectively “Online Services”). Use of such Online Services may be subject to additional terms and conditions. Customer’s information is collected and transmitted by the OnPremise Software to Adobe pursuant to the Privacy Policy. EXCEPT AS EXPRESSLY AGREED BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, CUSTOMER’S USE OF ADOBE ONLINE SERVICES AND THIRD PARTY ONLINE SERVICES IS AT ITS OWN RISK.

6.2 **Activation.** The OnPremise Software may require Customer to (a) obtain an Adobe ID, (b) activate or reactivate the OnPremise Software, (c) register the OnPremise Software, or (d) validate the Membership pursuant to the terms stated at <http://www.adobe.com/go/activation> (“Activation Terms”).

7. Digital Certificates.

Digital certificates may be issued by third party certificate authorities, including Adobe Certified Document Services vendors, Adobe Approved Trust List vendors (collectively “Certificate Authorities”), or can be self-signed. Purchase, use, and reliance upon digital certificates are the responsibility of Customer and Certificate Authority. CUSTOMER IS SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON A CERTIFICATE. UNLESS A SEPARATE WRITTEN WARRANTY IS PROVIDED TO CUSTOMER BY A CERTIFICATE AUTHORITY, CUSTOMER’S USE OF DIGITAL CERTIFICATES IS AT ITS SOLE RISK. Customer agrees to hold Adobe harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys’ fees) arising out of or relating to Customer’s use of, or any reliance on, any digital certificate or Certificate Authority.

8. Acrobat Standard, Acrobat Pro, and Adobe Acrobat Suite Feature.

8.1 Additional Definitions.

(a) “Deploy” means to deliver or otherwise make available, directly or indirectly, by any means including but not limited to a network or Internet, an Extended Document to one or more recipients.

(b) “Extended Document” means a PDF file manipulated by the OnPremise Software to enable the ability to locally save documents with filled-in PDF forms.

8.2 The OnPremise Software may include enabling technology that allows Customer to enable PDF documents with

certain features through the use of a digital credential located within the OnPremise Software (“Key”). Customer agrees not to access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose.

- 8.3 For any unique Extended Document Customer may only either (a) Deploy such Extended Document to an unlimited number of unique recipients, but Customer shall not extract information or cause the information to be extracted from more than five hundred (500) unique instances of such Extended Document or any hardcopy representation of such Extended Document containing filled form fields; or (b) Deploy such Extended Document to no more than five hundred (500) unique recipients without limits on the number of times Customer may extract information from such Extended Document returned to Customer filled-in by such recipients. Notwithstanding anything herein to the contrary, obtaining additional licenses to use Acrobat Standard, Acrobat Pro, or Adobe Acrobat Suite shall not increase the foregoing limits (that is, the foregoing limits are the aggregate total limits regardless of how many additional licenses to use Acrobat Standard, Acrobat Pro, or Adobe Acrobat Suite Customer may have obtained).

Third Party OnPremise Software Notices. In order to accommodate public demand for OnPremise Software that is interoperable with other products and platforms, Adobe, like other commercial OnPremise 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 OnPremise Software. Such required third party OnPremise 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 Licensee obtained the OnPremise 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.